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**Memorandum of Agreement for
Child Victims Trust Fund Support Grant**

BETWEEN

**THE COMMONWEALTH OF KENTUCKY
Child Abuse and Neglect Prevention Board, as administratively
attached to the Office of the Attorney General, Office
of Trafficking and Abuse Prevention and Prosecution,**

AND

**FAMILY & CHILDREN'S PLACE
1000 S. Fifth Street
Louisville, Kentucky 40203**

This Memorandum of Agreement (Agreement) is entered into, by and between the Commonwealth of Kentucky, Office of the Attorney General, Office of Trafficking and Abuse Prevention and Prosecution, Child Abuse and Neglect Prevention Board ("the Commonwealth") and Family & Children's Place ("the Contractor") to establish an agreement to fund the cost of medical examinations of victims of suspected child sexual abuse to the extent the fee of an examination is a service not eligible to be paid by Medicaid or private insurance. The initial Agreement is effective from November 1, 2022 through June 30, 2023.

WHEREAS, KRS 15.935(b) authorizes the Commonwealth to disburse available monies from the Child Victims Trust Fund (CVTF) to fund medical examinations for victims of child sexual abuse through the Child Sexual Abuse Medical Reimbursement Program (the CSAMR Program); and

WHEREAS, the Commonwealth has determined the medical examinations of victims of child sexual abuse routinely exceed the amount eligible for compensation from Medicaid or private insurance;

WHEREAS, the Contractor is available, willing, and qualified to perform this function, and the Commonwealth desires that the Contractor perform this function; and

WHEREAS, all terms and conditions of the CSAMR Program are noted in the Commonwealth's grant award notification letter. This document is on file with the Office of Trafficking and Abuse Prevention and Prosecution, Office of the Attorney General and is hereby fully incorporated herein.

Now, therefore, it is hereby mutually agreed by and between the parties hereto as follows:

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Scope of Services:

The Contractor agrees to:

- 1.-Provide medical examinations of victims of suspected child sexual abuse.
- 2.-Follow all terms and conditions of the Program, as incorporated herein, as well as all Contract requirements.
- 3.-Maintain detailed records regarding each child sexual abuse medical examination and provide to the Commonwealth's staff as directed;
- 4.-Ensure that funds paid to the Contractor pursuant to this agreement will be used solely as reimbursement for the cost of medical examinations of victims of suspected child sexual abuse to the extent the fee for an examination is a service not eligible to be paid for by Medicaid or private insurance; to supplement and not replace existing funds received by the Contractor from other sources for child sexual abuse medical examinations; and, will not be used to reimburse services for which there is private health insurance coverage, or for which any other third party has a legal obligation to pay.
- 5.-Ensure that each person performing, or assisting with the performance of, a child sexual abuse medical examination service shall comply with all applicable state and federal licensing, certification, and confidentiality requirements as provided by law or regulation. Any ARNP, RN, LPN, medical assistant or unlicensed nursing personnel assisting with the performance of child sexual abuse medical examinations shall attend one CVTF-sponsored training session during Fiscal Year 2023 on topics related to forensic child sexual abuse medical examinations. Failure to comply with this contract requirement within the stipulated timeframe may result in the forfeiture of remaining grant funds, where applicable, and shall be a factor in the consideration of future applications. Termination from the program will make the grantee ineligible for application to the program for a period of two years following the termination year.
- 6.-Submit a monthly invoice detailing the number of reimbursable exams performed in that month. Invoices must be submitted by the fifteenth day following the close of each month, except that the invoice for June 2023 shall be submitted by July 5, 2023. If no reimbursable exams are performed in a month, Contractor shall submit an invoice for \$0.00 or a statement that no reimbursable exams were performed in the month by the fifteenth day following the close of that month.
- 7.-Notify the Commonwealth immediately upon discovery of any errors in invoicing or of any overpayments.

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8.-Provide the Commonwealth with a yearly report, due by close of business July 31, 2023:

a.-Total number of child sexual abuse medical examinations performed for the period funded including the dollar amount and sources of revenue for the child sexual abuse medical examinations; and

b.-The total dollar amount reimbursed by the CVTF for the period funded.

9.-Permit site-based visits and/or inspections, by Commonwealth's staff or its designee, to ensure accuracy of the application submitted for funding and compliance with all terms and conditions of this Contract and Kentucky statutes and regulations.

10.-Participate in an annual audit by Commonwealth's staff or designee(s).

The Commonwealth agrees to:

1.-Reimburse the Contractor \$100.00 per child, per case/incident for one (1) sexual abuse medical examination conducted through the Contractor. The total amount of reimbursement paid by the Commonwealth to the Contractor shall not exceed \$8,000.00 for up to 80 exams for the state fiscal year ending June 30, 2023.

2.-Make payments only after receipt of a monthly invoice in a format to be prescribed by the Commonwealth.

3.-Participate in an annual audit of the Contractor by Commonwealth's staff or its designee.

Effective Date and Term

1. The term of this agreement shall be November 1, 2022, through June 30, 2023.
2. This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. In accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the

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committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Notice and point of contact:

The point of contact for the Commonwealth is

Heather Wagers
Office of Trafficking and Abuse Prevention and Prosecution
1024 Capital Center Drive
Frankfort, Kentucky 40601

The point of contact for the Contractor is

Director Becky League
FAMILY & CHILDREN'S PLACE
1000 S. Fifth Street
Louisville, Kentucky 40203

Miscellaneous:

1. Failure to comply with any of the Contract obligations stated above or the Program terms shall result in written notice from the Commonwealth and/or Commonwealth's staff mailed by certified United States Postal Service mail, Return Receipt Requested, to the Contractor documenting all items of non-compliance. The letter will serve as official notice and inform the Contractor that its failure to timely submit any of the required documents is a violation of its contractual obligation, which may affect the ability to secure funding with the CSAEP Board/CVTF in the future. The requested return delivery notice shall be placed in the Contractor's file upon receipt. After a finding of non-compliance, the Contractor shall have 30 days to provide the necessary documentation to the Commonwealth to obtain conformity with the contract requirements. Failure to submit all required documentation within the stipulated timeframe will result in the suspension of remaining grants funds and/or termination of grant funds, where applicable, and shall make the Contractor ineligible to apply for funding for a period of two years following the year in which funding was terminated.
2. Any overbilling or overpayment of funds by the Commonwealth that inure to the benefit of the Contractor must be returned immediately to the Commonwealth.
3. Nothing contained herein shall be construed as a waiver of sovereign immunity of the Commonwealth of Kentucky.

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4. Nothing contained herein shall be construed to make Contractor an agent or employee of the Commonwealth.

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**MOA/PSC Exception Standard Terms and Conditions
Revised July 2021**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and
Whereas, the second party, the Contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date:

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 LRC Policies:

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum:

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

This section does not apply to governmental or quasi-governmental entities.

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

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will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky:

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity:

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications:

This section does not apply to governmental or quasi-governmental entities.

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security: (check one)

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

17.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by

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providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

18.00 Discrimination:

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Stacy R. Woodrum
Signature

Executive Director, Office of
Administrative Services

Title

Stacy Woodrum

Printed Name

October 4, 2022

Date

2nd Party:

Pam Darnall
Signature

CEO, Family & Children's Place

Title

Pam Darnall

Printed Name

9/15/2022

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

B. R. Ch...
Attorney