

**PREVENT CHILD ABUSE KENTUCKY, INC.
SUBCONTRACT**

PROVISION OF SELF-HELP, PARENT EDUCATION AND SUPPORT SERVICES

This CONTRACT is made and entered into this 1st day of July 2020, by and between Kentucky Council on Child Abuse, Inc. dba Prevent Child Abuse Kentucky, Inc., hereinafter referred to as PCAK or as the First Party, and

Lexington-Fayette Urban County Government Family Care Center
(Agency)

61-0858140
(Federal I.D. Number)

hereinafter referred to as the Second Party.

I. TERM.

This is a two-year contract inclusive of:

State fiscal year 2021 and 2022: July 1, 2020 and expiring June 30, 2022.

II. SERVICES.

The Second Party will perform the services which are described with particularity in the approved Self-help, Parent Education and Support Group (SH) application, hereinafter referred to as SH Application, with subsequent revisions submitted to PCAK by:

Lexington-Fayette Urban County Government Family Care Center
(Agency)

as well as all items submitted as a part of the SH Application, which is made a part hereof as if fully incorporated herein.

A. The Second Party agrees to perform the services hereunder as follows:

1. Maintain sufficient records to identify the results of the services provided to each individual and for use in evaluating the effectiveness of the total program and submit monthly attendance figures using the electronic Monthly Service Report link provided by PCAK.
2. Provide information, upon request of PCAK, concerning all aspects of service provision, including information for required activity reports, and participant demographics necessary for program evaluation.
3. Prioritize first year funding cycle referrals be as follows:
 - a. Community – 25%
 - b. Prevention (intact families) – 25%; AND
 - c. Out of Home Care – 50%
4. The second year of the funding cycle the referrals will be prioritized as follows:
 - a. Community – 25%
 - b. Prevention (intact families) – 50%
 - c. Out of Home Care – 25%

5. Adhere to the approved budget for fiscal year 2021 (7/01/20 – 06/30/21) as set forth in the application submitted to PCAK.
6. Issuance of subcontracts of these funds is not allowed.
7. Bill for services by submitting monthly billing statements, as identified by Attachment A. The Second Party shall retain all source documents to substantiate costs for audit purposes.
 - a. Billing statements are due to the PCAK office on the 15th of each month.
 - b. Failure to submit invoices by their due date may result in delay of reimbursement.
8. The Second Party will submit a Monthly Service Report to PCAK by the 10th of each month. This Monthly Service Report must be received by PCAK prior to the Second Party receiving reimbursement for allowable expenses for that particular month.
9. The Second Party agrees to utilize a Nurturing Parenting curriculum for all parent education/self-help classes and administer the Adult and Adolescent Parenting Inventory (AAPI) pre- and post-test to each participant upon program entry and completion. The Second Party agrees to utilize and administer the PCAK Parent Education Survey, as identified as Attachment B, to each participant.
 - a. Provide PCAK documentation of the Nurturing Parenting curricula used.
 - b. Enter all AAPI pretest and post test data within thirty (30) days of participant completion of parent education class.
 - c. Submit to PCAK the Parent Education Survey within thirty (30) days of class completion.
10. Maintain records of participant attendance, drop-outs, and completions, and notify referral sources of information regarding participants' evaluation results.
11. Comply with the Civil Rights Act of 1964, (P.L. 88-352) and the Kentucky Civil Rights Act of 1965, and all applicable regulations relating thereto. There shall be no discrimination against any applicant or person served on account of race, color, age (40-70), sex, gender, handicap, religion or national origin in performance of this Contract.
12. Comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified handicapped individuals under any program or activity receiving federal financial assistance. The Second Party will also comply with the provisions of the Americans with Disabilities Act of 1990, (P.L. 101-336).
13. Assure clients aggrieved by actions arising from services rendered under this Contract shall have the right to a hearing conducted by the Second Party. Such assurances shall include an opportunity for an aggrieved client to request a hearing and to be heard and shall include the right to appeal to PCAK if the grievance is not resolved to the client's satisfaction.
14. Permit staff of PCAK and persons acting on PCAK's behalf to monitor and evaluate services being performed by locating all case records and documentation of service provision at the central office location of the Second Party. This provision shall apply to all contracted services under the control of the Second Party, and permit staff of PCAK or designees to conduct private interviews with the clients when deemed necessary. The Second Party agrees to submit a corrective action plan for each exception identified.
15. Comply with all applicable Federal Laws, State Laws and Regulations for services provided under this Contract, including but not limited to 45 CFR Part 74 and OMB Circulars A-122 and A-110.

16. Maintain the confidentiality of all information whether written or verbal, provided by or about any client seeking or receiving services under this Contract, except as approved and authorized in writing by the client or as otherwise authorized by law, including the Privacy Act of 1964 (P.L. 93-579; 5 USC 552A).
17. Maintain adequate and competent staff necessary to provide the services described herein, with proper supervision and in conformity with existing standards for provision of these services.
18. If paid staff are utilized, maintain written personnel policies and procedures including salary, conditions of employment, and job descriptions relative to all part-time and full-time personnel, including those who render a supporting service and are not otherwise employees of the Second Party.
19. Within ten (10) days, notify PCAK of any staffing changes impacting the program or fiscal contacts identified in the SH Application.
20. Develop and utilize a process for accepting referrals from the local Department for Community Based Services.
21. Assure a Fidelity Bond has been properly executed to ensure employee(s) who are authorized to receive or deposit funds, issue financial documents, checks, or other instruments of payment for program costs shall be bonded against loss of sufficient amounts of funds; the bond should be sufficient to cover maximum sums handled quarterly under this Contract, and a copy must be provided to PCAK no later than 30 days from the effective date of the Contract.
22. Conduct an audit performed by an independent firm to audit the fiscal records, and to be responsible for fiscal and program exceptions established by audit of this Contract, and to promptly settle any audit exceptions. If the Second Party's overall agency budget exceeds \$250,000 annually, a copy of the Second Party's audit report(s), meeting requirements of the United States' Office of Management and Budget (OMB) Circular A-133, shall be submitted to Prevent Child Abuse Kentucky, 801 Corporate Drive, Ste 120, Lexington, KY 40503, on or before December 31, 2020 for SFY 2021. For those agency budgets less than \$250,000, a copy of the Board approved financial policies and procedures indicating the date of initial approval and most current review, must be submitted by December 31, 2020.
23. Expend the program income or donations received in the service area for which they were intended. Program income or donations must be used for costs incurred during the same annual budget period in which the income is earned.
24. All notices, information pamphlets, research reports, and similar public notices prepared and released by the Second Party, pursuant to this Contract, shall include the statement: "This project is funded, in part, under a contract with Prevent Child Abuse Kentucky using state funds allocated by the Kentucky General Assembly via contract number PON2 736 2000003480."
25. No equipment purchases are allowed under this contract.
26. The Second Party shall defend, indemnify and hold PCAK, the Cabinet for Health and Family Services and their respective officers and directors harmless from any and all liability, loss, claims, expenses (including attorneys' fees), actions, causes of action, costs, damages, and obligations, arising solely from any and all acts or omissions of the Second Party, its agents, employees, contractors, licensees, or invitees, and that result in injury to persons or property, damages, or other losses relative to any person, corporation, partnership, or any other entity. Provided, however, in the event the Second Party is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160 the state agency's tort liability may be limited to an award from the Board of Claims up to the jurisdictional amount. This indemnification provision shall survive the termination or expiration of this Contract. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, that the Second Party may have against any third party.
27. The Second Party agrees to advertise all jobs/positions created under this contract, so all members of the community have an equal chance to apply.

28. The Second Party agrees to transfer all items and supplies purchased with state funds with a value of more than five-hundred dollars (\$500) to PCAK in the event of termination of the Contract. The transfer shall be made within thirty (30) days from the date of receipt of notice from PCAK, such notice to be by Certified Mail, Return Receipt Requested.
29. The Second Party agrees to establish and/or maintain a financial management system which shall provide for:
 - a. Accurate, current, and complete disclosure of the financial results of the functions/services performed under this Contract in accordance with reporting requirements set forth in Attachment A.
 - b. Records that identify the source and application of funds for activities/functions/services performed pursuant to this Contract. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures, and income.
 - c. Effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure they are used solely for authorized purposes in the provision of functions/services under this Contract.
 - d. Accounting records are supported by source documentation.
 - e. The applicant, as defined in KRS 45A.030(7), agrees Prevent Child Abuse Kentucky, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to PCAK which are directly pertinent to the Contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by PCAK as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the Contract. PCAK shall not restrict the public release of any information, which would otherwise be subject to public release if a state government agency was providing the services.
30. The Second Party will comply with the Open Records Law (KRS 61.870 to 61.884).
31. The Second Party agrees PCAK retains the right to withhold payments if the Second Party fails to comply with any of the terms of this Contract, or if the Second Party fails to comply with audit resolution for any prior year contract in which disallowed costs have been identified through an audit of the records of the Second Party.
32. The Second Party agrees all travel reimbursement pursuant to this Contract, shall be according to the most current Cabinet for Health and Family Services Reimbursement Travel Policy (200 KAR 2:006).
33. The Second Party hereby certifies the following by signing this Contract:
 - a. That neither it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. Where the prospective recipient of funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to PCAK.
 - c. The instructions for certification, which are an integral part of this certification, have been read and agreed to by the Second Party.
34. In the event any language in the Second Party's approved application conflicts with or contradicts any part of this Contract by direct statement herein or referenced elsewhere, this Contract language shall take precedence over any Second Party language.

35. The Second Party agrees to comply with 900 KAR 1:070 on providing equal access to program services to persons who are deaf or hard of hearing.
36. Comply with Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governmental by Federal grant, contract, loan or loan guarantee.
37. Payment by PCAK to the Second Party as well as the Second Party's continued performance shall be subject to the availability of local, agency, state or federal funds necessary to finance the performance of the services described in this Contract.
38. The Second Party shall have the right to terminate and cancel this Contract at any time upon thirty (30) days' prior written notice served on PCAK by registered or certified mail.
39. The Second Party agrees to adhere to the Certification on Lobbying Policy submitted as part of the Second Party's approved SH application, on file with PCAK, which is hereby made a part of this Contract as if fully incorporated herein.
40. The Second Party agrees to maintain a copy of all Board meeting minutes and make them available for inspection upon request.
41. When the Second Party is a subsidiary program within a larger multipurpose organization, the Second Party will separately identify revenue sources and expenditures for funds received under this Contract.
42. Maintain financial records to document income and expenses, statistical records, and all other records and reports pertinent to the total operation of Second Party's services hereunder. Said records are to be made available for audit by PCAK. These records shall be maintained for at least three (3) years from the date of the last payment received for the contract period, or until audited and audit exceptions are resolved, whichever is later.
43. Attend any meeting for grantees under this contract that is scheduled or held by PCAK in reference to the administration of any portion of the project.

B. For the Second Party's performance of the function described hereinbefore, PCAK agrees to:

1. Monitor, audit and evaluate the budget, service, and administrative activities of the Second Party under this Contract and keep the Second Party informed of the findings.
2. Provide information, consultation, technical assistance and a copy of the required forms to the Second Party.
3. Provide to the Second Party a list of program participant data elements (e.g. name, date of birth, social security number) to be collected and submitted to PCAK for the purpose of program evaluation.
4. Assure the confidentiality of all information between the Second Party and PCAK whether written or verbal, provided by or about any client seeking or receiving services under this Contract except as authorized by written approval of the client or as otherwise authorized by law.
5. Assure all policy decisions, changes therein, interpretations and reinterpretations of policy affecting this Contract will be distributed to the Second Party by PCAK.
6. Not to discriminate against any applicant, or recipient of services on account of race, color, age, sex, gender, religious creed, ancestry, handicap or national origin in performance of the Contract.
7. Assure hearing procedures are available to clients and clients aggrieved by actions arising from services rendered under this Contract shall have the right to appeal to the PCAK Board of Directors. If the aggrieved client is not satisfied with the outcome of the PCAK Board appeal, they have the right to a Cabinet hearing.

8. Notify the Second Party by Certified Mail, return receipt requested, if a request for transfer of all supplies with a value of less than five-hundred dollars (\$500) is necessary. If the transfer is required for use by the new service provider, the grantee shall be entitled to be paid any reasonable, resulting shipping or storage costs incurred, plus an amount computed by multiplying the market value of the equipment by the non-state share of the equipment.
9. Nothing in this Contract shall be construed as limiting the Second Party's use of non-governmental funds to support efforts to influence either the Executive or Legislative Branches of State Government on regulatory or legislative issues affecting victims of child abuse and the prevention of such abuse.
10. Make referrals from the Department for Community Based Services to the Second Party for services under this Contract to include the provision of pertinent information to document the need for services.
11. Assist the Second Party in working with the local Department for Community Based Services staff to develop referral procedures with the Second Party.
12. At any time during the contractual period, PCAK has authority to suspend, cancel or terminate this Contract for non-performance; fiscal mismanagement; violation of any term or condition cited in this Contract; or any activity by the Second Party found contrary to the mission of the First Party. The Second Party has the right of appeal to Board of PCAK if they dispute the termination, cancellation, or suspension of their subcontract.

III. PAYMENTS TO SECOND PARTY.

A. Remuneration - As reimbursement for Second Party's services hereinbefore set forth, PCAK agrees to pay the Second Party as follows:

1. Monthly reimbursement shall be made for budgeted expenses as described in the submitted SH Application, or revised budget, per amount listed below in number 4.
2. Invoicing shall be in accordance with Attachment A.
3. PCAK's payment obligations shall be subject to the availability to PCAK of local, agency, state or federal funds necessary to finance the performance of the services described in this Contract.
4. Second Party's maximum reimbursement shall not exceed:

State Fiscal Year 2021 **\$13,519.00**.

B. Requirements

1. Prior to receiving any payment hereunder, the Second Party's invoice(s) for fee shall be signed and submitted and shall comply with the following:
 - a. Invoices shall include an accounting of actual allowable expenditures based on the approved budget submitted as part of the Second Party's approved SH application, on file with PCAK, which is hereby made a part of this contract as if fully incorporated herein.
 - b. Monthly invoices submitted to PCAK shall be on the form identified as Attachment A.
 - c. Source documents shall be retained by Second Party to substantiate costs for audit purposes, subject to continued availability of all local, state and federal funds.
 - d. No payment on this Contract shall be made until proper invoices and all relevant reporting documents have been submitted to PCAK and approved by PCAK.
2. The Second Party shall maintain supporting documents to substantiate invoices and shall furnish same if required by PCAK.

IV. TERMS OF CONTRACT.

A. The period in which the services are to be performed under this Contract is:

State fiscal year 2021 and 2022: starting July 1, 2020 and ending June 30, 2022.

B. No extensions will be given for the contract period of the Second Party.

V. SOCIAL SECURITY.

The parties acknowledge and agree PCAK 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.

VI. CANCELLATION.

PCAK shall have the right to terminate and cancel this Contract at any time upon thirty (30) days' prior written notice served on Second Party by registered or certified mail.

VII. PURCHASING AND SPECIFICATIONS.

Second Party certifies by its signature hereinafter he will not attempt in any manner to influence any specifications, to be restrictive in any way, nor will he attempt to influence any purchasing of services, commodities or equipment by PCAK or the Commonwealth of Kentucky. For the purpose of this paragraph, "he" 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" is construed to mean any person with an interest therein.

VIII. CONFLICT-OF-INTEREST LAWS AND PRINCIPLES.

By its signature, the Second Party certifies it is legally entitled to enter into this Contract with PCAK, and by holding and performing this Contract 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.

IX. CHOICE OF LAW AND FORUM PROVISION.

All questions as to the execution, validity, interpretation, construction and performance of this Contract shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of law rules. Furthermore, the parties hereto agree any legal action which is brought on the basis of this Contract shall be filed in the Fayette County Circuit Court of the Commonwealth of Kentucky.

X. DISCRIMINATION BECAUSE OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, GENDER, AGE, OR DISABILITY IS PROHIBITED.

During the performance of this Contract, the Second Party agrees to act in accordance with this Contract as previously set forth in this document.

XI. RIGHT OF OWNERSHIP.

All material and findings whether educational, information, or consultative in nature, developed or acquired by Second Party, as a result of work under the Contract, shall become the property of PCAK. No material, reports, or findings prepared by Second Party shall be released to the public without the prior written consent of PCAK.

XII. CAMPAIGN FINANCE.

Second Party certifies 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. Second Party 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 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.

XIII. CERTIFICATION.

Second Party certifies it is in compliance with the provisions of KRS 45A.695.

XIV. REMEDIES FOR BREACH.

It is agreed by the parties in the event of breach of this Contract by Second Party, PCAK may pursue any remedy available to it pursuant to this Contract, or to the provisions of KRS Chapter 45A, or any remedy available under the law. The remedies available to PCAK may be invoked without regard to the existence of any other available remedy and may include the payment of any specified liquidated damages by Second Party to the Cabinet for noncompliance as provided for in this Contract.

XV. INDEPENDENT CONTRACTOR.

The Second Party agrees in the performance of the services under this Contract, Second Party is, and shall be an independent contractor and shall not be considered to be an employee or agent of PCAK to any extent or for any purpose, and nothing herein shall be construed to cause or create any such relationship.

XVI. ENTIRE AGREEMENT.

This Contract contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, agreements, correspondence and contemporaneous oral agreements relating to the subject matter of this Contract. The parties have made no warranties, promises or representations either oral or in writing relating to this Contract which are not set forth in this Contract.

XVII. ASSIGNMENT AND SUBCONTRACTS.

The Second Party shall not assign or subcontract any of its rights or obligations under this Contract whether by operation of law or otherwise. The Second Party shall be solely responsible for all acts or omissions of this Contract.

XVIII. INSURANCE.

PCAK understands the Second Party is self-insured and both parties agree nothing in this Agreement is intended to obligate the Second Party to acquire insurance. If the Second Party's status as a self-insured entity changes during the term of this Contract the Second Party shall, at its sole cost and expense, obtain and keep in force during the term of this Contract a comprehensive general liability insurance policy that shall be in an amount not less than \$1,000,000 per occurrence. PCAK shall be named as an additional insured under such insurance policy. The Second Party shall deliver to PCAK a certificate evidencing the existence of such insurance policy prior to the effective date of this Contract. The insurance policy must contain a provision the company issuing the policy will give PCAK thirty (30) days' notice in writing in advance of any cancellation or lapse or the effective date of the reduction in the amount of insurance.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the day and year first written above.

FIRST PARTY: PCAK

Prevent Child Abuse Kentucky
801 Corporate Drive, Ste. 120
Lexington, KY 40503

Jill Seyfried
Signature, PCAK Executive Director

10/8/2020
Date

SECOND PARTY:

Agency _____

Address _____

City _____ State _____ Zip _____

AUTHORIZED SIGNATURE

Signature, Title

Date

State of: _____)

County of: _____)

The foregoing statement was acknowledged and sworn to before me this _____ day of _____, 2020,
by

Notary Public

My Commission expires: