

Kentucky Office of Vocational Rehabilitation

Vendor Agreement

New vendors shall register in the Vendor Self Service portal prior to executing this Agreement.

This Agreement sets forth the terms and conditions for (“Vendor”) to provide services to Kentucky Office of Vocational Rehabilitation (“OVR”) consumers. This Agreement shall be effective from the date of the last signature below and shall be renewed annually by June 30th.

Vendor agrees to comply with the following terms.

- a) **Vendor Program Requirements:** Vendor shall follow all program requirements as set forth in the Vendor Manual.
- b) **Accessibility of Programs:** All programs shall be fully accessible to all participants as specified under the Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794. If any services are commonly provided in a location operated by the provider, that building must meet the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12181, and regulatory ADA Standards for Accessible Design, 28 CFR Part 36 (July 1, 2005).
- c) **Affirmative Action:** Vendors shall take affirmative action to employ and advance in employment qualified individuals with disabilities, pursuant to the standards applied under Title I of the Americans with Disabilities Act of 1990, 42 U.S.C. 12111 et seq., and the provisions of sections 501 through 504, and 510, of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12201-12204 and 12210, as such sections relate to employment.
- d) **Health and Safety:** If the Vendor regularly provides services in a location operated by the Vendor, that location must be in compliance with all applicable state, local and federal OSHA regulations regarding the health, safety and welfare of employees and persons served.

- e) **Monitoring:** Upon request, Vendor shall give OVR access to and the right to examine all records, books, papers or documents related to the services provided to OVR consumers with advance notice of no less than seven (7) days.

- f) **Confidentiality:** Any consumer information disclosed by OVR to Vendor pursuant to this agreement is confidential pursuant to 34 CFR 361.38, KRS 61.931 et. seq., and all other applicable federal and state statutes and regulations. Vendor shall not release confidential information without the informed written consent of the program participant, except as allowed or authorized under applicable state or federal law. Any request or demand by a third party for OVR records and information in the possession of Contractor shall be forwarded to OVR before the information is released. Unauthorized disclosure of any consumer information to any party may result in immediate termination of this agreement in addition to any and all other relevant and applicable penalties and sanctions to the disclosing party. Vendor shall bear any, and all costs associated with an unauthorized disclosure of consumer information caused by the Vendor, its employees, or agents.

- g) **Choice of Law and Forum:** Vendor shall comply with all federal, state, and local laws. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, and performance of this Agreement. Furthermore, the parties agree that any legal action brought on the basis of this Agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

- h) **Termination:** Either party may terminate this Agreement for convenience with thirty (30) days written notice to the other party. OVR may terminate this Agreement without notice if it determines Vendor has breached this Agreement or if OVR determines the Vendor poses a risk to the health or safety of a consumer.

- i) **Authorization of Goods/Services:** An Authorization for Goods and/or Services form (“Authorization”) from OVR is a guarantee of a base payment to the vendor. The base rate is determined by fee schedules and

Service Fee Memoranda found on the OVR website. The Vendor shall return the Authorization to the counselor within ten (10) business days if Vendor elects not to accept the Authorization. OVR shall then notify the consumer that OVR will not pay for services provided by Vendor.

- j) **Fees:** Pursuant to state law, 781 KAR 1:020 § 5, a vendor providing any service authorized by OVR is prohibited from, and shall not charge or accept from the applicant/consumer or his/her family any payment for such service, unless the amount of such charge or payment is previously known to and, where applicable, approved in writing by OVR.
- k) **Audits:** Vendors are subject to audits by OVR, which may include a review of Vendor records. Failure to cooperate with an audit may result in termination of this Agreement.
- l) **Program Improvement Plans:** Vendors that violate the terms of this Agreement or have audit results that reveal the Vendor does not meet OVR standards, may be placed on a Program Improvement Plan (PIP). Failure to make sufficient improvements as set forth in the PIP may result in penalties up to and including termination of this Agreement.
- m) **OVR is Payer of Last Resort:** In accordance with 34 CFR § 361.53, full consideration must be given to any comparable benefits available to the consumer under any other programs to meet, in whole or in part, the cost of vocational rehabilitation services. Such comparable benefits include, but are not limited to, Medicaid, Medicare, private insurance and/or any other health insurance and all forms of federal, state and private post-secondary financial aid. Vendor shall only bill OVR as the payer of last resort.
- n) **Payments:** Payments for goods and/or services will be in accordance with federal and state law and policy. Vendor shall only be paid for goods and/or services for which an Authorization was issued. Vendor shall only be paid for goods and/or services delivered in accordance with the specifications of the Authorization. Vendor shall not bill for or accept payment more than once for the same service or portion of the service to the same participant. The Vendor shall submit itemized invoices and

required documentation. Failure to provide these documents may result in payment delays. The OVR counselor has the sole discretion to determine the sufficiency of the documentation provided. If satisfactory documentation is not received within 30 calendar days, the provider may be put on a Program Improvement Plan (PIP).

- o) **Overpayments:** Vendor shall reimburse any overpayment within 30 days of notification of the overpayment.
- p) **U.S. Treasury Reciprocity:** There Commonwealth of Kentucky has a Reciprocity Agreement with the U.S. Treasury. Therefore, payments may be intercepted if the vendor owes funds to the Commonwealth or the U.S. government.
- q) **Debarment:** Vendor certifies by signature below that neither it nor its principal(s) are presently debarred, suspended or proposed for debarment, by any federal or state department or agency. Applicant further certifies that if it should become debarred it will let OVR know of such debarment within 72 hours of learning of the debarment.
- r) **Certifications/Credentials:** Vendor shall ensure all staff maintain current certifications, licenses, permits, or other credentials as required. Proof of renewal shall be submitted to OVR within thirty (30) calendar days. Any suspension or revocation of a required credential shall be reported to OVR within three (3) business days. OVR may terminate this agreement without notice if Vendor fails to ensure staff maintain required credentials.
- s) **Litigation Reporting:** Vendor shall notify OVR in writing within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency.
- t) **Human Trafficking:** Vendor shall comply with state and Federal requirements and guidance regarding human trafficking, including, but not limited to The Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), 2 C.F.R. part 175, and Executive Order 13627.

- u) **Subcontractors:** The vendor agrees that it will not subcontract any work done pursuant to this Agreement without the express, written consent of OVR. If said consent is given, the vendor agrees that all requirements of the Agreement shall also be applicable to Subcontractors and that the subcontractors shall be required to report to the vendor in a manner that will meet the vendor's reporting requirements to OVR. In no event shall any provision of this Section be construed as relieving the vendor of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Agreement's terms as if the vendor rendered such performances rendered.
- v) **Complaint Resolution Process:** In the event that a dispute arises between a vendor and a consumer, or a consumer files a complaint against a vendor, the OVR Field Branch Manager and the OVR Manager of Community Rehabilitation Program Services shall meet with the vendor and the consumer and try to resolve the matter. If no satisfactory resolution is achieved, the OVR Director of Community Rehabilitation Services will review the dispute and submit a recommended resolution to the OVR Executive Director. The OVR Executive Director shall issue a final decision within thirty (30) days. Referrals may continue to the vendor during the resolution process.
- w) **Notifications:** Notifications required under the terms of this Agreement shall be made to OVR Vendor Registration at OVRVendors@ky.gov.
- x) **Indemnification:** To the extent permitted by Kentucky law, Vendor agrees to hold OVR harmless and to indemnify OVR from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by Vendor or its subcontractors, if any, pursuant to this Agreement.
- y) **Community Rehabilitation Programs:** Vendors who are approved as a Community Rehabilitation Program shall comply with the terms outlined in the Vendor Manual and the CRP Manual.

Vendor hereby acknowledges and agrees to comply with the terms of this Agreement.

I understand that checking this box acknowledges my understanding that the use of electronic signatures on this document has the full force and effect of an original handwritten signature.

Further, I acknowledge my electronic signature affirms my agreement to the terms set out in this Agreement.

I verify that I have the authority to sign this document on behalf of the entity named in this form.



Signature

Date

Printed Name

Title

Legal Business Name

Contact's Email Address

Vendor Number (begins with KS or KY)

The Kentucky Education and Workforce Development Cabinet, Kentucky Office of Vocational Rehabilitation (OVR), does not discriminate on the basis of sex, race, color, age, national origin, religion, disability, genetic information, marital status, sexual orientation, gender identity, citizenship, pregnancy or veteran status, or any other status protected by applicable law.