



Commonwealth of Kentucky

CONTRACT MODIFICATION

Document Number: PON2 729 2400001550 **Version:** 4

Record Date: 11/13/2025

Document Description: Medications for Opioid Use Disorder Aftercare C4859

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification: MODIFICATION #3
September 30, 2025

Current Contract Amount \$675,900
Increase Contract Amount \$225,300
New Contract Amount \$901,200

This modification adds funding to continue the Bridge to Medications for Opioid Use Disorder (MOUD) program. The program operates within a residential managed aftercare setting and serves individuals reentering society from the criminal justice system. Additionally, this modification extends the contract term through June 30, 2026.

The Issuer Contact has been updated.

The following Commodity Lines (CL) have been revised:

CL03: Added \$225,300 and updated the amount to \$680,100.

Memorandum of Agreement Terms and Conditions
Extended the contract through June 30, 2026.

SECTION 3-PRICING/INVOICING
The contract amount has been revised to \$901,200.

Section 4 - CHFS Standard Terms and Conditions
Language has been revised to the current boilerplate.

MOA/PSC Exception Standard Terms and Conditions
Language has been updated

Issuer Contact:

Name: Monica Bell Spalding
Phone:
E-mail: monica.bellspalding@ky.gov

Vendor Name:

KENTON COUNTY FISCAL COURT
JAIL FUND
1840 Simon Kenton Way
Suite 5100
COVINGTON KY 41011

Vendor No.

KY0033949

Vendor Contact

Name: Kurt Greivenkamp
Phone: 859-392-1444
E-mail: kurt.greivenkamp@kentoncounty.org

Shipping Information:

Billing Information:

CHFS DBHDID - Commissioner
275 E Main Street 4WF

Frankfort KY 42240

Effective From: 07/01/2024

Effective To: 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		KORE SOR III MOUD (TNBR)	\$0.000000	\$221,100.00	\$221,100.00

Extended Description:

Department for Behavioral Health, Developmental and Intellectual Disabilities (DBHDID) ("the Commonwealth"), and Kenton County Fiscal Court, Kenton County Detention Center (KCDC) ("the Contractor"), to establish an agreement to implement a Bridge to Medications for Opioid Use Disorder program in a residential setting, with a six (6) month managed aftercare, for individuals reentering society from criminal justice settings.

100% Federal Funding
CFDA 93.788

Contractor Contact:
Name: Susan Hinkle
Phone: 859-392-1400
Email: susan.hinkle@kentoncounty.org

Agency Contact:
Name: Bryan Coleman
Phone: 502-782-7878
Email: bryan.coleman@ky.gov

Effective From: 07/01/2024

Effective To: 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		KORE SOR III NCE MOUD (TNBR)	\$0.000000	\$0.00	\$0.00

Extended Description:

100% Federal Funding
CFDA 93.788

Effective From: 07/01/2024

Effective To: 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		KORE SOR IV MOUD (TNBU)	\$0.000000	\$680,100.00	\$680,100.00

Extended Description:

100% Federal Funding
CFDA 93.788

TOTAL CONTRACT AMOUNT	\$901,200.00
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MODIFICATION HISTORY

MODIFICATION #3

September 30, 2025

Current Contract Amount \$675,900
Increase Contract Amount \$225,300
New Contract Amount \$901,200

This modification is to add Kentucky Overdose Response Effort (KORE) State Opioid Response (SOR) IV funding to continue to provide a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting of managed aftercare for individuals reentering society from criminal justice settings and extend the contract through 6/30/2026.

The following Commodity Lines (CL) have been revised:

CL03/AL1: Added \$225,300 (TNBU) Add Federal KORE SOR IV funding to continue to provide a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting of managed aftercare for individuals reentering society from criminal justice settings.

Memorandum of Agreement Terms and Conditions
Extended the contract through June 30, 2026.

Section 3 – Pricing/Invoicing
The contract amount has been revised to \$901,200.

Section 4 - CHFS Standard Terms and Conditions
Language has been revised to the current boilerplate.

MOA/PSC Exception Standard Terms and Conditions
Language has been updated

MODIFICATION 2

April 14, 2025

Current Contract Amount \$555,200
Increase Contract Amount \$120,700
New Contract Amount \$675,900

This modification is to add Kentucky Overdose Response Effort (KORE) State Opioid Response (SOR) IV funding and reduce KORE/SOR III NCE funds and extend the contract term through 12/31/2025 to continue to provide a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting of managed aftercare for individuals reentering society from criminal justice settings.

Issuer Contact has been updated.

The following Commodity Lines (CL) /Accounting Lines (AL) have been revised:

CL01: The Contractor Contact has been updated.

CL02/AL01: (\$233,814) (TNBR) - Reduced KORE/SOR III NCE funding; revised the amount to \$0.

CL03/AL01: \$354,514 (TNBU) - Added KORE SOR IV funding; revised the amount to \$454,800.

The Scope of Work has been revised as follows:

Memorandum Terms and Conditions

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This section has been revised and the contract extended through 12/31/25.

1.00 Purpose and Background

The second and third paragraphs have been revised and added.

1.02 Communications

Language updated to the current boilerplate.

1.03 Terminology Language updated to the current boilerplate.

1.04 Organization

"Exhibit A – Affidavit" and "Exhibit B – BAA" have been deleted.

2.00 Services Required

Item A has been revised to add "AODE (Alcohol and Other Drug Treatment Entity) Licensed Outpatient Treatment" and "Services".

Item #4 "for" has been added.

2.01 Deliverables

Item A "Initiation" has been capitalized.

Item #2 has been revised and added.

Item #8 has been revised and added.

Item #8 e and f have been revised and added.

Item #9 has been revised and added.

Item #9a "NARR-certified or Oxford House" has been added and "Evidence based" has been removed.

Item #9g has been added in entirety.

Item #11 has been added in entirety, the remainder of the section has been re-numbered.

2.02 Reporting Requirements

Item #1 "fourteen (14)" has been revised to "seven (7)".

2.03 Subcontractors

This section has been revised and added.

SECTION 3-PRICING/INVOICING

The contract amount has been revised to \$675,900.

SECTION 4 – CHFS GENERAL TERMS AND CONDITIONS

Language has been updated to the current boilerplate.

SECTION 5 – FEDERAL REQUIREMENTS

Language has been updated to the current boilerplate.

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MODIFICATION #1

November 18, 2024

Current Contract Amount: \$221,100
Increase Contract Amount: \$334,100
New Contract Amount: \$555,200

This modification is necessary to add KORE SOR III No Cost Extension (NCE) and KORE SORIV funding to continue to provide a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting of managed aftercare for individuals reentering society from criminal justice settings and extend the contract date through 6/30/25.

CL01/AL01: Change the line description to: "KORE/SORIII MOUD (TNBR)".

CL02/01: \$233,814 (TNBR) Add KORE SORIII NCE funding to continue a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting.

CL03/01: \$100,286 (TNBU) Add KORE SORIV to continue funding to provide a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting.

The Scope of Work has been revised as follows:

1.00-Purpose and Background

The first paragraph has been revised and added in entirety.
Paragraphs three (3), four (4), and five (5) have been added in entirety.

2.00-Services Required

This section has been revised, re-numbered and added in entirety.

2.01 Deliverables

Item A has been revised and added.
Item #2 the number "thirty-three (33)" has been changed to "one hundred (100)".
Item #4 and 5 have been revised.
Item #7 has been deleted and the remainder of the section has been re-numbered.
New #7 "placement in" has been replaced with "referrals to".
Item #9 the amount has been changed from "one thousand (\$1000)" to "one thousand two thirty-five (\$1235)".
Item #10 "practices" has been removed and "treatment referrals" and "made to programs" has been added.
Item #11 "Program staff shall" has been added.

2.02-Reporting Requirements

Item #2 has been revised and added.

SECTION 3-PRICING/INVOICING

Paragraph three the contract amount has been changed.
Item #3 has been added in entirety and the remainder of the section has been re-numbered.
Item #9 has been added in entirety.
FAC terms and conditions have been revised and updated.

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**Memorandum of Agreement Terms and Conditions
Regular (Government/Quasi-Governmental) (PON2)**

This Memorandum of Agreement (MOA) ~~is entered into, by and~~ between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Behavioral Health, Developmental and Intellectual Disabilities (DBHDID) (“the Commonwealth”) and Kenton County Fiscal Court, Kenton County Detention Center (KCDC) (“the Contractor”) ~~is~~ to establish an agreement to implement a Bridge to Medications for Opioid Use Disorder program in ~~a residential-an outpatient~~ setting, with ~~up to-a~~ six (6) months managed aftercare for individuals reentering society from criminal justice settings. The initial MOA is effective from July 1, 2024 through ~~December 31, 2024 June30, 2025 December 31, 2025 June 30, 2026~~.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

The Kentucky ~~Opioid~~Overdose Response Effort (KORE) ~~seeks to expand and sustainis a grant initiative to provide~~ a comprehensive equitable, recovery-oriented system of care to address ~~targeted response to Kentucky’s~~ opioid use disorder (OUD) and stimulant use disorder (StimUD) for all individuals throughout Kentucky.~~erisis by expanding access to a full continuum of high quality, evidence-based opioid prevention, treatment, reecovery and harm reduction services and supports in high-risk geographic regions of the state.~~ To achieve this aim, KORE and its partners commit to implementing a trauma- and resilience-informed care approach within a racial equity framework to reduce overdose deaths and increase equitable access to high quality, evidence-based prevention, treatment, and recovery support services that are culturally responsive. Informed by data on populations most in need, the KORE projects will focus on ~~four~~five primary populations ~~comprised of individuals~~ with OUD and/or StimUD ~~who are:~~ 1) Opioid overdose survivors, 2) Pregnant and ~~parenting~~postpartum, 3) ~~Justice~~Criminal-legal involved and 4) Black, Indigenous, and Persons of Color, ~~and 5) Transition-age youth.~~

As part of the Kentucky Opioid Response Effort (KORE), it is the purpose of this contract for the Cabinet for Health and Family Services (CHFS), Department for Behavioral Health, Developmental and Intellectual Disabilities (DBHDID) to obtain the services from Kenton County Detention Center (KCDC) to provide evidence based, Food and Drug Administration (FDA) approved bridge medications for OUD (MOUD) services in a therapeutic ~~residential-outpatient~~ treatment setting, with ~~a up to six (6) months of~~ comprehensive ~~six (6) month~~ case managed aftercare for individuals reentering society from criminal justice settings. FDA approved medications include buprenorphine and naltrexone. ~~The Program shall target current and future clients within the Jail Substance Abuse Program (JSAP) and will impact communities throughout, but not limited to, the following eight (8) counties in the Northern Kentucky Region: Boone, Kenton, Campbell, Grant, Gallatin, Carroll, Owen, and Pendleton counties. JSAP psychosocial services have a proven history of success at increasing employment, reducing recidivism, and increasing access and engagement with community recovery support services. KCDC has a model of care aimed to increase employment, reduce recidivism and increase access and engagement with community recovery supports. KCDC shall utilize funding to obtain and employ qualified medical, clinical and case management personnel, track progress and outcome data, and make available direct and auxiliary supports for clients upon reentry into society. KORE intends to be the payor of last resort. It is the responsibility of the Contractor to ensure that all individuals receiving KORE-funded services have applied for any other funding stream for which they may be eligible. KORE funds must be used to provide services or practices with proven evidence base and are appropriate for the population(s) of focus. Services or practices that are not evidence-based or are punitive in nature are prohibited from being supported by KORE grant funds.~~

Contractors and their sub-recipients must disclose in a timely manner, in writing to the Department for Behavioral Health, Developmental and Intellectual Disabilities, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the SAMHSA award.

KCDC will notify KORE prior to media communications and acknowledge federal funding in all communications activities using the following tag line: “This project is supported by the Kentucky Overdose Response Effort (KORE) through a Substance Abuse and Mental Health Services Administration (SAMHSA) Grant [1H79TI087770-01]”.

1.01-Issuing Office

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The Commonwealth of Kentucky, Cabinet for Health and Family Services, Division of Procurement and Grant Oversight, is issuing this Contract on behalf of the Department For Behavioral Health, Developmental and Intellectual Disabilities Division of Administration and Financial Management. The Cabinet's designee is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

1.02-Communications

The ~~Contract Specialist Issuer~~ identified on page 1 is the point of contact ~~during the procurement process and~~ for communications concerning contract issues ~~during the life of the contract. After the Award of the Contract, all contractual communications are to be sent to the Agency Contact Person listed in the Extended Description of Commodity Line 1. Notices by the Cabinet shall be sent to the Contractor representative listed in the Extended Description of Commodity Line 1. Unless otherwise stated, all notices, consents, and other contractual communications shall be in writing.~~

1.03-Terminology

For ~~the purpose of~~ this Contract, the following terms may be used interchangeably:

- Vendor: Contractor, Offeror, The Second Party, Proposer
- ~~Issuer of Contract Specialist~~: Buyer, Purchaser, Contract Officer
- Commonwealth of Kentucky: Commonwealth, State
- ~~Cabinet for Health and Family Services: the Cabinet, the Department, the Agency, CHFS~~
- Fiscal Year ~~will be defined as is~~ the Commonwealth fiscal year: July 1 through June 30
- Biennium ~~will be defined as is~~ the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

1.04-Organization

This Contract is organized in the following manner:

Section 1-Administrative Overview

Section 2-Scope of Services

Section 3-Pricing/Invoicing

Section 4-CHFS General Terms and Conditions

Section 5-Federal Requirements

Finance Terms and Conditions of the Contract

~~Exhibit A — Affidavit~~

~~Exhibit B — BAA~~

SECTION 2-SCOPE OF SERVICES

2.00-Services Required

Kenton County Fiscal Court, Kenton County Detention Center (KCDC) shall provide implementation and services of the following program:

A. ~~OD-AODE (Alcohol and Other Drug Treatment Entity) Licensed Outpatient Treatment and Re-entry Services. Therapeutic Residential Treatment and Aftercare.~~

~~1. Provide licensed, evidence-based, trauma-informed residential treatment for Opioid Use Disorder (OUD) in accordance with 908 KAR 1:370.~~

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~~2. Maintain a Residential Therapeutic Recovery Community utilizing the Comprehensive Opioid Response and 12 Step integration (COR-12) model.~~

31. Provide FDA-approved MOUD services by a qualified physician or nurse practitioner when indicated and deemed necessary to include the following three (3) pathways:

- a. Medically-supervised withdrawal management pathway which shall include medications to manage the symptoms of opioid-withdrawal, which may include the use of buprenorphine.
- b. Buprenorphine/naloxone pathway.
- c. Extended-Release Naltrexone pathway which shall include medically-managed withdrawal followed by extended-release naltrexone, administered on a twenty-eight (28) day cycle throughout the duration of treatment and recovery support.

42. Tapering off medications shall be ~~based on an individualized medical evaluation and~~ determined by both the prescriber ~~with input from the~~ and patient and ~~be based on ongoing ASAM screenings. shall occur slowly in accordance with ASAM guidelines.~~

53. Patients ~~may~~ shall be allowed to resume medication if cravings, lapses, or returns to use occur ~~if medically appropriate to do so based on an individualized medical evaluation.~~

64. Following release ~~from incarceration~~, provide up to six (6) months of evidence-based, case managed, reentry and aftercare contracted services through the Life Learning Center to include a holistic, integrated continuum of care ~~consistent with ASAM screening for level of care.~~

2.01-Deliverables

Kenton County Fiscal Court, Kenton County Detention Center (KCDC) shall provide or make available:

A. ~~initiation~~ Initiation and Continuation of MOUD and Re-entry. ~~Therapeutic Residential Treatment and Aftercare:~~

1. Provide evidence-based screening and assessment for all substances, co-occurring mental health disorders, and infectious disease including Human Immunodeficiency Virus (HIV) and hepatitis.
2. Provide evidence-based ~~residential AODE-licensed outpatient~~ treatment and recovery support services for a minimum of ~~thirty-three (33)~~ ~~one hundred (100)~~ one hundred and twenty (120) justice-involved clients ~~with OUD and/or StimUD.~~
3. Provide access to a coordinated system of care team which shall include a physician or nurse practitioner with the capacity and ability to provide MOUD and an individual with DBHDID approved training in Substance Use Disorder (SUD) case management.
4. Provide access to MOUD for justice-involved clients with OUD while incarcerated in KCDC and ~~referrals to MOUD~~ following release ~~from incarceration~~ when ~~medically indicated~~ and ~~deemed necessary.~~
5. Provide ~~referrals for post-release treatment and recovery supports that may include access to~~ psychosocial therapies ~~such as that include~~ individual and group counseling, and recovery support or self-help groups. ~~Referrals should be consistent with ASAM multi-dimensional assessment for level of care therapy.~~
6. Provide treatment for co-occurring infectious disease to be delivered by KCDC's clinical and medical staff and care coordination with the Northern Kentucky Health Department post-release.

~~7. Provide evidence-based smoking cessation interventions:~~

87. Ensure ~~referrals to~~ placement in an appropriate level of care based on an ASAM multidimensional assessment following release.

98. Provide up to six (6) month re-entry and aftercare outpatient services following ~~release from~~ incarceration ~~release based on clinical need determined through ASAM screening~~ which may include:

- a. Case-management.

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b. Continued MOUD.

c. Coordinated access to behavioral health, physical health, and mental healthcare.

d. Peer support providing services related to recovery support.

e. Continued evidence-based smoking cessation treatment and support delivered by ~~St. Elizabeth Healthcare~~ the Northern Kentucky Health Department.

f. Access to MOUD-friendly 12-step accepting mutual aid programs.

~~109.~~ Provide direct funds, up to ~~\$1,000~~ \$1,250.00 per unique client, ~~per year,~~ to ensure clients ~~direct~~ needs are met during reentry from the criminal justice setting to society to include:

a. ~~Evidence-based NARR-certified or Oxford House~~ recovery residency.

b. Transportation.

c. Personal identification.

d. Nutrition.

e. Employment and training assistance.

f. Clothing and work boots.

g. Personal hygiene and undergarments

~~110.~~ Ensure all ~~treatment referrals/practices~~ are made to programs in compliance with the Kentucky State Law and operate in accordance to 908 KAR 1:370.

~~121.~~ Ensure that all recovery housing referrals are made to NARR-certified or Oxford Houses in compliance with Kentucky State Law and operate in accordance with 908 KAR 1:410.

~~121-12.~~ Program staff shall ~~p~~Participate in KORE learning and resource sharing community through digital and in-person meetings.

~~13.~~ Notify KORE prior to media communications and acknowledge federal funding in all communications activities using the following tag line: "This project is supported by the Kentucky Opioid Response Effort (KORE) through a Substance Abuse and Mental Health Services Administration (SAMHSA) Grant 1H79TI085782".

2.02-Reporting Requirements

Kenton County Fiscal Court, Kenton County Detention Center (KCDC) shall:

1. Complete an intake Government Performance and Results Act (GPRA) with 100% of consenting individuals with a history or OUD and/or stimulant use disorder and a six (6) month follow-up interview with at least 80% of individuals who complete an intake. Data shall be submitted to the Web Infrastructure for Treatment Services (WITS) platform within ~~fourteen (14)~~ seven (7) days of service delivery.

2. Collect and report client demographics for all persons served through SOR-funded services as identified by KORE. Data shall be submitted monthly by the 15th day of each month to a ~~DMHDID-approved~~ platform ~~KOREReporting@ky.gov~~.

2.03-Subcontractors

The following subcontractors have been approved and authorized:

Life Learning Center

~~Mental Health America~~

~~NKY Area Development District~~

~~Comprehensive Correctional Care (3C)~~

~~Northern Kentucky Health Department~~

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2.04-CHFS/Department For Behavioral Health, Developmental and Intellectual Disabilities Responsibilities
DBHDID is responsible for providing technical assistance, oversight, and coordination for the provision of services under this contract.

2.05-Monitoring Requirements

DBHDID will conduct an annual program performance and compliance site review of the provider agency's implementation of the residential treatment and case managed aftercare program for individuals reentering society from criminal justice settings. Monitoring will consist of an off-site review of data and documentation. On-site reviews may be conducted at the discretion of DBHDID. A summary report will be provided to KCDC by the Division of Substance Use Disorder (DSUD) and may require submission of a corrective action plan.

SECTION 3-PRICING/INVOICING

Funding from this Agreement distributed through subsequent agreements with other entities shall not be issued as a "subrecipient" agreement or a subaward of federal financial assistance.

An indirect rate of 10% has been approved and included in the budget.

KCDC shall submit a monthly invoice for expense reimbursement which shall include a detailed accounting of expenditures by activity in accordance with the approved budget (Attachment A), with the understanding that individual line items within the budget are subject to change, as appropriate, but not to exceed the total contact amount of ~~\$221,100~~~~\$555,200~~~~\$675,900~~~~\$901,200~~.

Invoices for payment shall be submitted electronically to KOREinvoice@ky.gov by the 15th day of the month for the previous month's service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices. The invoice must include at a minimum:

1. Vendor's name and address.
2. PON2 number that invoice(s) are using for funding.
3. ~~Commodity line and subfunction from which to pay:~~
4. Clearly list dates of service (from and to).

Example

~~Monthly Invoice: Dates of Service from: July 1, 20XX to: July 31, 20XX~~

5. Date of Invoice (date invoice is prepared). July's invoice should be prepared no later than August 15, 20XX.
6. Total amount due for the current billing cycle.
7. Cumulative total for all invoices to date.
8. Detailed description of services provided.
9. Expenditures for each budget category during the invoicing period.

Invoices that do not contain the ~~above~~ requirements ~~above~~ will be rejected and ~~sent back~~~~returned~~ to the Contractor for re-invoicing.

SECTION 4-CHFS GENERAL TERMS AND CONDITIONS

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4.00-Memorandum of Agreement Standard Terms and Conditions

4.00.01-Contract Components and Order of Precedence

~~The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by the Department named on page 1 of this Contract and approved by the Division of Procurement and Grant Oversight the Finance and Administration Cabinet and filed with the Government Contract Review Committee shall create a valid Contract between the Parties consisting of the following:~~

1. This written ~~agreement~~-Agreement, all attachments ~~thereto~~, and any subsequent written amendments to this Agreement; and
2. The Contractor 's final written budget or proposal.

In the event of any conflict between ~~or among~~ the Contract provisions ~~contained in the Contract~~, the order of precedence shall be as enumerated above.

4.00.02-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the ~~Department Cabinet~~ prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or ~~this his or her~~ authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds ~~at any time~~ that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the ~~Contract Specialist identified on page 1~~-Issuer for consideration and decision.

4.00.03-Notice

~~Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.~~

~~After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person, to be listed in the Extended Description of Commodity Line 1 of the resulting contract, with a copy to the Contract Specialist identified on page 1.~~

~~Notices made by the Department to the Contractor shall be sent to the Contractor representative listed in the Extended Description of Commodity Line 1.~~

4.00.04-4.00.03-LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage and would impact any contract established under KRS 45A.690 - 45A.725, where applicable.

A link to the LRC webpage is as follows:

See: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

4.00.05 4.00.04-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.

4.00.06-4.00.05-Authorized to do Business in Kentucky

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.

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If a foreign entity, 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.

4.00.07-4.00.06-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. 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. Foreign entity is defined within KRS 14A.1-070.

4.00.08-4.00.07-Payment

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

4.01-General Provisions

4.01.01-Headings

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

4.01.02-Assignment

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. ~~However, neither this Contract nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of CHFS, Division of Procurement and Grant Oversight, and the Division of Accounting Services Finance and Administration Cabinet.~~

4.01.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused ~~and/or to establish other contracts for additional and/or related services.~~

~~The Commonwealth of Kentucky may undertake~~ ~~The Cabinet may establish~~ or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with any such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

4.01.04-Severability

~~It is understood and agreed by the Parties that if~~ ~~any part, term, or provision~~ of this Contract is held by ~~the courts a court of competent jurisdiction~~ to be illegal or in conflict with any law of the Commonwealth of Kentucky or the United States of America, the validity of the remaining ~~portions or provisions parts~~ shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular ~~part, term, or provision~~ held to be invalid, if the remainder of the Contract is capable of performance.

4.01.05-Indemnification

The Contractor shall indemnify and hold harmless CHFS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by Contractor during the term of this or any prior Contract with CHFS; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CHFS in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of CHFS; or (f) Contractor's failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Contractor is an agency of the Commonwealth of Kentucky, the state agency's liability shall be governed instead by KRS 49.010 through KRS 49.180 and limited to any award from the Board of Claims up to the jurisdictional amount.

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4.01.06-Sovereign Immunity

~~The Parties expressly agree that no~~ No provision of this Contract constitutes a waiver by CHFS or the Commonwealth of Kentucky of any immunities from suit or liability that CHFS or the Commonwealth of Kentucky may have by operation of law.

4.01.07-Force Majeure

~~Neither Party shall be liable for public utility performance (e.g., Postal Service, Telephone, or Water Company) or for the consequence of public utility non-performance. Events or conditions beyond the reasonable control of the Parties, such as natural disasters, fires, floods, elements, transportation crashes, a pandemic requiring the issuance of a State of Emergency Declaration by the Governor of the Commonwealth of Kentucky, or utility failures~~ Events or conditions beyond the reasonable control of the Parties shall not be construed as non-performance, nor shall reductions be applied as a result of such events., ~~provided that~~ Events or conditions beyond the Parties' reasonable control include, but are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strike or shortage, war, riot or other civil unrest, or state or national declared emergency, including a pandemic, or public utility failures. However, CHFS ~~shall have~~ retains the right to obtain ~~the any~~ necessary services elsewhere in the event of such non-performance by the Contractor. ~~and In this event~~ the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with CHFS in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other, orally or in writing; ~~with confirmation of receipt~~, as soon as possible of the existence of a force majeure event. To preserve this right as a defense each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the ~~existence of a~~ force majeure event or otherwise waive this right as a defense ~~to a claim by the other Party of non-performance~~.

4.01.08-Maintenance of Insurance

During the term of this Contract, the Contractor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in the Contractor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

~~To the extent that~~ If the Contractor and any Subcontractor are not self-insured, each shall, ~~in any event~~, name CHFS as an additional insured on any policy of coverage, except the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall ~~notify CHFS of the evidence of insurance provide proof of coverage~~ within five (5) business days of coverage. ~~Notice shall be sent in writing to the Department upon request.~~

CHFS shall not be responsible for any premiums or assessments on ~~the any~~ policy ~~or policies~~ held by the Contractor or any ~~S~~ubcontractor under this Contract. CHFS may, at its sole ~~option discretion~~, pay one or more premiums, if ~~it decides that to do~~ doing so would be in the ~~Cabinet's~~ best interest ~~of the Cabinet~~. Should CHFS exercise this option, ~~it shall be fully reimbursed by~~ the Contractor ~~shall fully reimburse CHFS~~, either by the Contractor directly or by an offset against future payments.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to CHFS.

The Contractor shall notify CHFS within five (5) business days of any cancellation or interruption of the Contractor or Subcontractor's insurance coverage. ~~CHFS In any subcontract, the Contractor shall require in any subcontracts that the any~~ Subcontractor also provide such notice ~~within five (5) business days~~ to the Contractor and CHFS. ~~The Contractor shall assure and require that any Subcontractor assure that Any insurance is must remain~~ in effect at all times during ~~the life of~~ this Contract. If ~~their respective any~~ insurance coverage expires ~~at any time during the term of~~ this Contract, the Contractor and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date, ~~to the extent possible~~; a new Certificate of Insurance evidencing coverage ~~as provided herein~~ for not less than the remainder of the ~~term of this~~ Contract.

4.01.09-Licensure, Certification, and Registration

~~The Contractor shall:~~

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- ~~1. Ensure that all appropriate licenses, registrations, and/or certifications necessary are maintained at all times to the extent such are required for performance under this Contract;~~
- ~~2. Ensure that it has readily accessible copies of licenses, registration, and/or certifications necessary; and~~
- ~~3. Produce copies of any required license, registration, and/or certification at the request of CHFS or the Cabinet's designee.~~

The Contractor shall ensure that all licenses, registrations, and/or certifications necessary for performance under this Contract are in good standing and maintained at all times; readily accessible; and available for production upon request.

4.01.10-Permits, Licenses, Taxes, and Laws

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

To the extent required by law, the Contractor shall pay any sales, use, personal property, and income taxes ~~arising out of related to this Contract and the transaction contemplated hereby~~. Any other taxes levied upon this Contract; ~~the transaction, or the equipment or services delivered pursuant hereto~~ shall be borne by the Contractor.

~~Contractor shall be responsible for all applicable Federal (including FICA), State and Local tax withholdings.~~

4.01.11-Legal Proceedings

Except as specifically disclosed in writing to CHFS ~~by the Contractor~~, prior to the date of this Contract, the Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against the Contractor or any Subcontractor that would have a material effect on ~~the Contractor's ability to perform under this Contract; or on if applicable, any Subcontractor's ability to perform under their respective subcontracts, if applicable. Further, the Contractor shall use its best efforts to~~ The Contractor shall notify CHFS within one (1) business day, and in writing within three (3) business days, of ~~all~~ any suits, investigations, or other proceedings involving the Contractor related to this Contract. ~~The Contractor shall send written notice to the Department.~~

4.01.12-No Grant of Employment or Agency

Nothing in this Contract shall be construed, in any way, as granting ~~to~~ any individual providing services under the Contract any of the claims, privileges, or rights ~~established or recognized~~ under KRS Chapter 18A or KAR Title 101.

~~At no point shall any~~ No individual providing services under this Contract shall be considered a full-time or part-time employee of CHFS, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be ~~considered and deemed to be~~ an employee, volunteer, or independent contractor of the Contractor.

~~In no event shall any~~ No employee, volunteer, or independent contractor of the Contractor ~~be deemed to shall~~ be a third-party beneficiary of this Contract or an agent ~~or an employee~~ of the Commonwealth.

4.01.13-CHFS Discrimination Prohibited in Service Provision (Because of Race, Religion, Color, National Origin, Sex, Disability, Age, Political Beliefs or Reprisal or Retaliation for prior Civil Rights Activity or other Federal, State, or Local Protected Class)

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:~~

~~During this Contract, the Contractor agrees as follows:~~

- ~~1. The Contractor will not discriminate against anyone applying for any employee or applicant for employment or any individual requesting or receiving assistance or services from Contractor based on race, religion, color, national origin, sex, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity on the grounds of sex, including gender identity and sexual orientation, race, color, age, political belief, religious creed, disability, national origin veteran's status, national origin or any other protected class identified in federal, state or local laws. The Contractor will not retaliate for prior civil rights activity. the The Contractor agrees to comply with, the provisions of as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended~~

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(ADA), the ADA Amendments Act of 2008 (ADAAA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 11(e) of the Food and Nutrition Act of 2008, (as amended at 7 CFR 272.6(a)), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as applicable, and all other applicable federal, state and local regulations relating to laws prohibiting discrimination:

2. The Contractor will take action to ensure that service applicants and recipients are given services in the same manner, based on eligibility, and are not based on membership in a protected class: denied aid, care, services, or other benefits provided under this Contract; subjected to segregation or different treatment in any matter related to receipt of assistance; restricted in any way in the enjoyment of any advantages or privileges enjoyed by others receiving similar services; given different treatment in determining eligibility; or meeting other requirements or conditions that must be met to receive benefits:

3-2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause and, if applicable, including the USDA And Justice for All Poster:

The Contractor agrees to post in a conspicuous place a notice informing individuals with limited English proficiency about the availability of free language assistance services in a language that they can understand:

The Contractor agrees to post in a conspicuous place a notice informing individuals with disabilities about the availability of free reasonable modifications and auxiliary aids and services in a format that they can understand. Both notices should also inform the public of the process for requesting these free services:

43. In all program or service solicitations or advertisements placed by related to this Contract and in all solicitations or on behalf advertisements for employees related to this Contract the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex (including gender identity and sexual orientation), disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws:

54. 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 section, this Contract may be cancelled, terminated or suspended in (whole or in part), and such /or other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law:

65. In compliance with the prohibition against Disability disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act (ADA), and the ADAAA, issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations and reasonable modifications for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication:

76. In compliance with the prohibition against National Origin national origin discrimination and, by extension discrimination based on Limited limited English Proficiency proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited limited English Proficiency proficiency. The language services shall:

A. Be consistent with the general any guidance documents issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities USDA Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Persons With limited English proficiency (79 FR 70771) at <https://www.federalregister.gov/documents/2014/11/28/2014-27960/guidance-to-federal-financial-assistance-recipients-regarding-the-title-vi-prohibition-against>;

B. Have a method of identifying LEP individuals; and

C. Provide language assistance measures (e.g., qualified and competent oral interpretation and written translation services; training of staff; note notice to LEP persons of availability of language access assistance; monitoring compliance, etc.):

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1. The Contractor will not discriminate against any employee or applicant for employment or any individual requesting or receiving services from the Contractor on the grounds of race, color, religion, sex, national origin, age, disability, veteran status, or any other protected class identified in federal, state, or local laws. The Contractor will not retaliate for prior civil rights activity. The Contractor agrees to comply with, as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 (ADA) as Amended, Section 1557 of the Patient Protection and Affordable Care Act, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all other applicable federal, state, and local laws prohibiting discrimination.
2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.
3. In all program or service solicitations or advertisements related to this Contract, the Contractor will set forth the provisions of this non-discrimination section.
4. The Contractor agrees to provide, free of charge, appropriate accommodations and reasonable modifications for applicants or recipients with disabilities. The Contractor agrees to post a notice in a conspicuous place, in an accessible format, informing individuals with disabilities about the availability of and the process for requesting free, reasonable accommodations and modifications.
5. The Contractor agrees to provide meaningful access and language assistance measures free of charge to program or service applicants or recipients with limited English proficiency. The Contractor agrees to post a notice in a conspicuous place informing individuals with limited English proficiency about the availability of free language assistance services in a language they can understand.

4.01.14-Staffing

Notwithstanding any other provision of this Contract to the contrary, for any and all staffing or personnel services provided pursuant to this Contract, the Contractor expressly agrees to, and hereby acknowledges, the following:

1. Nothing in this Contract shall be construed, in any way, as granting to any individual providing services under the Contract any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.
2. At no point shall any individual providing services under this Contract be considered a full-time or part-time employee of CHFS, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the Contractor or deemed to be an independent contractor of the Contractor.
3. Any individual providing services under this Contract shall, at all times, be adequately trained and qualified to perform the services required herein.
4. Any individual providing services under this Contract shall, at all times, be legally and adequately certified or licensed within the Commonwealth of Kentucky to perform the services required herein and shall be in good standing with any necessary certification or licensure authority. At no time shall any such individual be under investigation, under suspension, under a condition of practice, or under a limitation on the scope of practice from any necessary certification or licensing authority. In the event of any such restriction, the Contractor shall immediately notify CHFS of the restriction.
5. Upon request, the Contractor shall provide CHFS with any documentation that CHFS believes is necessary to establish compliance with the requirements of this provision.
6. Any individual providing services under this Contract must not have a conviction for, or have any charges currently pending for, any criminal offense that would constitute either a felony or a misdemeanor offense in the jurisdiction in which the criminal offense occurred or is alleged to have occurred. In the event of any such charge or conviction, the Contractor shall immediately notify CHFS of the charge or conviction.
7. Any individual providing services under this Contract must not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in

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any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the Contractor shall immediately notify CHFS.

8. Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify CHFS.

9. Prior to any staff of the Contractor performing services under the Contract, CHFS must approve such staff and authorize them to perform the required services. Specifically, in all cases, the Contractor shall present potential staff, along with documentation of all required credentials and other requested information, to the appropriate CHFS individuals for review and approval. CHFS expressly reserves the right to disapprove of, disqualify, or reject any staff provided by the Contractor to provide services under this Contract, for any reason. In such event, the Contractor shall present additional potential staff to perform the services, for review and approval by CHFS.

10. CHFS expressly reserves the right to immediately disqualify or prohibit the continued use of any staff of the Contractor that has been provided to perform services under the Contract, if, in the discretion of CHFS, it is determined that the continued use of such staff is not in the best interests of CHFS, that such staff fails to meet any of the requirements imposed by this Contract, or that such staff of the Contractor has violated any state or federal law or violated any policies and procedures of CHFS. In such event, the Contractor shall immediately discontinue the use of such staff to perform services under the Contract and shall thereafter present additional potential staff to perform the services, for review and approval by CHFS.

11. Any decision whether or not to fill any staffing vacancies, any decision to provide space in any required facility orientation, any decision to contact or request staffing services from the Contractor, and any decision whether or not to use this Contract to fill any staffing vacancies shall rest entirely and exclusively in the discretion of CHFS. Under no circumstances is the Contractor guaranteed any work under this Contract; the Contractor is merely an authorized provider of the services detailed herein. CHFS hereby reserves the right to contract with any other vendor, to perform the services described in this Contract.

12. In the event that multiple contracts are awarded for provision of the services detailed herein, CHFS is authorized, in its sole discretion, to contact or request services from any vendor and shall not be required to contact vendors in any particular order with regard to performing any services detailed herein.

13. In no event shall any employee or independent contractor of the Contractor be deemed to be a third-party beneficiary of this Contract.

14. Each of the provisions within this section is specifically subject to the general indemnification provisions of this Contract.

15. It is expressly acknowledged that the Contractor is performing services as an independent contractor. For the tax year of 2018 and all subsequent tax years under this Contract, the Contractor will receive a form 1099-MISC and will not receive a form W-2.

4.02-Contract Performance

4.02.01-Service Delivery Requirements

All services provided by the Contractor ~~under the terms and conditions of this Contract~~ shall be ~~delivered~~ in accordance with ~~all applicable federal and state statutes and regulations.~~

~~1. All applicable federal and state statutes and regulations as they are currently in effect;~~

~~2. All commitments and assurances as set forth in all CHFS grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and~~

~~3. All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the Contractor and CHFS and submitted to a federal agency.~~

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4.02.02-Total Amount of Funds and Budget Revisions

CHFS shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between CHFS and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

4.02.03-Subcontractors

~~Sub-contractors~~ Subcontractors are allowable to ensure all services can be completed. Before engaging a Subcontractor ~~not identified in the Contractor's response~~ or replacing a Subcontractor ~~identified in the Contractor's response~~, the Contractor will notify ~~the agency~~ CHFS and provide ~~the agency with~~ information regarding the proposed Subcontractor, including but not limited to, the proposed Subcontractor's relevant qualifications, experience, and key personnel. ~~The agency~~ CHFS reserves the right to approve or disapprove any ~~proposed~~ Subcontractor ~~proposed by the prime Contractor; such approval shall not be unreasonably withheld.~~

~~All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor.~~

4.02.03.01-Responsibility for Subcontractor Contract Requirements

~~All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor. The Contractor's shall have a Contract contract with any Subcontractor that the Contractor contracts with related to meet the statement of work, method of payment, and deliverables of this Contract that specifies the responsibilities of the parties and the cost. In addition, the Contractor's Contract with the Subcontractor shall specify that all requirements of this Contract are applicable and binding on the Subcontractor. Any plan to subcontract any of the provisions of this Contract must be set forth in the Contractor's proposal for the delivery of products or services and included in the body of the contract in the Subcontractor's section. If requested, The the Subcontractor must make available to the Contractor and to CHFS, if requested, copies of personnel records and documentation of employees' compliance with the terms and conditions of this Contract.~~

~~No obligation or right of the Contractor under this Contract shall be subcontracted to another, without the prior written approval, of CHFS after CHFS has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. the Contractor, upon the Cabinet's request, shall submit the subcontract for approval to the Contract Specialist identified on page 1.~~

~~Prime~~ Contractor is responsible for carrying out the Affirmative Action Steps outlined in 2 CFR Part 200.321 when selecting subcontractors.

4.02.03.02-Subcontractor Monitoring Requirements

The Contractor shall monitor Subcontractors for ~~programmatic and fiscal~~ compliance with ~~the terms and conditions of this Contract and those the~~ specific provisions ~~set out under of~~ the Contractor's contract with the Subcontractor. ~~the Contractor agrees to utilize restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws regulations, and terms and conditions of the federal grant award in contracting with Subcontractors.~~

~~The Contractor further understands and agrees, and shall ensure that any Subcontractor understands and agrees, that CHFS and any of its duly authorized agents or representatives shall have access to any books, documents, papers, records, or any other materials that are pertinent to this Contract or Subcontract, to make monitoring, auditing, examination, excerpts, and transcriptions.~~

4.02.04-Indirect Cost

Except as ~~otherwise~~ authorized by this Contract, no indirect costs shall be reimbursed.

4.02.05-Financial Record Retention

The Contractor agrees to maintain all ~~Contract records pertaining to this Contract for a period of for~~ not less than three (3) years after all ~~Contract matters pertaining to this Contract~~ (e.g., audit, settlement of audit exceptions, disputes) are resolved ~~and~~ in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

4.02.06-Confidential Information

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The Contractor shall comply with ~~the~~ state and federal ~~rules and regulations law~~ governing access to and use of information and data provided by CHFS or collected by the Contractor, ~~and~~ The Contractor will use such information or data only for ~~those~~ purposes expressly ~~delineated, defined, and~~ authorized in this Contract. ~~the Contractor shall comply with the applicable provisions of the Privacy Act of 1974, 5 U.S.C. § 552a. The Contractor shall instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information that may be specifically classified as confidential by the Commonwealth in writing to the Contractor. The Contractor agrees to ensure that all confidential information and data shall remain confidential. The Contractor shall have an appropriate agreement with its employees to that effect. The Contractor will keep all confidential information and data confidential. The Contractor shall have an appropriate agreement or policy with its employees to that effect.~~

Any dissemination of information about projects funded and the scope of work ~~described in the terms and conditions~~ of this Contract, must be fully documented and reviewed by the Cabinet's project manager before any representation, ~~electronic or otherwise,~~ of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

~~The Contractor shall permit unrestricted access on demand to personnel of the~~ The Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, ~~and or~~ any representative of a government funding agency authorized to review records for audit or investigation purposes ~~shall have unrestricted access on demand to its current the Contractor's~~ policies and procedures for ~~ensuring~~ compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and Subcontractor confidentiality assurances.

The foregoing will not apply to:

1. Information that the Commonwealth has released in writing from being maintained in confidence;
2. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or
4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

4.02.07-HIPAA Confidentiality Compliance

~~If applicable, The~~ the Contractor agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

4.02.08-Response/Compliance with Audit Findings

The Contractor shall ~~take action to comply with and shall~~ ensure ~~its or a Subcontractor's compliance with or correction of~~ any finding of noncompliance with any law, regulation, audit ~~requirement, inspection,~~ or generally accepted accounting principle relating to ~~the services and deliverables or any other deficiency contained in any audit, review, or inspection conducted under this section contract. This action~~ The Contractor will ~~include provide Contractor's delivery to~~ CHFS, for CHFS' approval, a Corrective Action Plan that addresses ~~the~~ deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

The Contractor shall bear the expense of compliance with any ~~finding of~~ noncompliance ~~under this section finding~~ that impacts or ~~is~~ is related to the Contractor's work under this Contract. Noncompliance may also result in penalties as described in Section 4.02.10-Performance-Based Penalties.

1. ~~Required by a Kentucky or federal law, regulation, rule, or other audit requirement relating to the Contractor's business;~~
2. ~~Performed by the Contractor as part of this Contract; or~~

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~~3. Necessary due to the Contractor's noncompliance with any law, regulation, rule, or audit requirement imposed on the Contractor; or~~

~~4. Deficiencies may also result in the assessment of penalties as described in Section 4.02.10-Performance-Based Penalties.~~

4.02.09-Research Project Approval and Institutional Review Board Requirements

~~Any~~ If applicable, any proposed research project ~~undertaken~~ under ~~the terms and conditions of~~ this Contract shall follow the procedures and protocols ~~established under in~~ 920 KAR 1:060 ~~that provide which provides~~ for ~~a~~ the Cabinet's review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with ~~federal regulations~~ 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB), ~~which CHFS is required to establish and maintain to protect the rights and welfare of human subjects of research conducted or sponsored by CHFS.~~ The CHFS project manager ~~assigned by CHFS~~ will provide all documentation and protocols for review and approval by the CHFS ~~Institutional Board~~(IRB). No research may begin until ~~the Board~~ the IRB reviews and approves the project.

4.02.10-Performance-Based Penalties

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the Cabinet may issue penalties up to five percent (5%) of the total amount of the contract for each instance of non-performance.

If the Cabinet elects not to exercise ~~any of the a~~ penalty clauses ~~herein in a particular instance~~, this ~~decision~~ shall not be construed as a waiver of the Cabinet's right to pursue the future assessment of any performance standard requirement and associated penalties. ~~In addition, a Corrective Action Plan may be issued as outlined in item 1.B. below.~~

The Cabinet will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:

A. Letter of Concern

Should the Department determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the Department shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the ~~Department's representative~~ designated ~~by the~~ ~~Department Agency Contact~~ within two (2) business days of receipt of the Letter of Concern and shall indicate how such concern is unfounded or how it will be addressed. If the Contractor fails to timely contact the designated representative ~~regarding a Letter of Concern~~, the Department ~~shall may~~ proceed to the additional enforcement contained in this Contract.

B. Corrective Action Plan

Should the Cabinet determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, the Cabinet shall issue a written deficiency notice and require a corrective action plan be filed by the Contractor within ten (10) business days following the date of the notice.

A corrective action plan shall ~~delineate-describe~~ the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by ~~the~~ Finance ~~and Administration~~ Cabinet or the ~~Department Cabinet~~, which may accept the plan as submitted, may accept the plan with specified modifications, or ~~may~~ reject the plan within ten (10) business days of receipt. ~~The~~ Cabinet may reduce the time allowed for corrective action depending on the nature of the deficiency.

C. Failure to Respond to Letter of Concern or Corrective Action Plan Notice

Failure of the Contractor to respond to a Letter of Concern within two (2) business days of receipt ~~of the~~ ~~Letter of Concern~~ may result in up to a \$500.00 per day penalty for each day until the response is received. Failure of the Contractor to submit a Corrective Action Plan within ten (10) business days following the date of the written deficiency notice may result in up to a \$1,000.00 per day penalty for each day until the Corrective Action Plan is received.

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D. Request for Extension

Upon request, CHFS may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the ~~nature of the~~ deficiency. The Contractor shall request an extension of time in writing from the ~~designated~~ representative ~~designated in the Letter of Concern or the written deficiency notice and state~~. The ~~written~~ request shall contain a justification and proposed extension period. If an extension is granted, the penalty per day for both a late Letter of Concern or a late Corrective Action Plan would begin after the expiration of the extension period.

2. Failure to Correct any identified deficiency may result in an action pursuant to Finance Terms ~~Section 3.00~~ Cancellation of this Contract.

3. Upon timely resolution of all performance-based issues outlined in the Corrective Action Plan, the Contractor shall receive reimbursement of a percentage of the amount withheld based on the following tier schedule:

A. Resolution within 30 days: at least 75% will be reimbursed to Contractor.

B. Resolution within 60 days: at least 50% will be reimbursed to Contractor.

C. Resolution within 90 days: at least 25% will be reimbursed to Contractor.

D. Resolution after 90 days: total penalty withholdings are forfeited.

4.02.11-Performance and Evaluation

CHFS may complete a Performance Evaluation (PE) twice a year to document contract performance. PE documents will be entered into the Commonwealth's electronic financial system (eMARS). Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents ~~completed~~ for this Contract, contact the ~~Contract Specialist Issuer~~ identified on page 1.

4.02.12-Business Continuity, Disaster Recovery, and Information Security Requirements

The Contractor shall maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps the Contractor will take in the event of an outage or failure of either the Contractor's or CHFS' data, ~~or~~ communication or technical support system. Such plans shall enable the Contractor to continue to meet all ~~contractual~~ requirements ~~of CHFS~~. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining ~~the~~ execution of all plans shall be borne ~~solely~~ by the Contractor

4.02.13-Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

When applicable, contractors that receive Personal Information, as defined by ~~and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act; KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934. (the "Act");~~ shall secure and protect the Personal Information by, ~~without limitation;~~ complying with all ~~requirements~~ applicable requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931- KRS 61.934. ~~to non-affiliated third parties set forth in the Act.~~

~~The Contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.~~

~~The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2) (b)2 applies and the Contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the Contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the Contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the Contractor shall notify the Council on Postsecondary Education in the same manner as above. The notification shall be in writing on a form developed by the Commonwealth Office of Technology.~~

~~The Contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the Identity Theft Prevention Reporting Requirements.~~

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~~The Contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.~~

~~Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.~~

In accordance with KRS 61.932(2)(a) the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

~~The Contractor shall comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The Contractor agrees to undertake a prompt and reasonable investigation of any security breach, as defined in KRS 61.931, as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The Contractor agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the requirements contained in KRS 61.931- KRS 61.934. The Contractor agrees to cooperate with the Commonwealth in complying with any response, mitigation, correction, investigation, and notification requirements of KRS 61.931- KRS 61.934.~~

4.03-Breach and Contract Termination

4.03.01-Remedies for Breach

~~It is agreed by the Parties that in In the event of a breach of contract by the Contractor, CHFS may pursue any remedy available to it pursuant to under this Contract, or to the provisions of KRS Chapter 45A, or any remedy that is available to it by law. The remedies available to CHFS may be invoked without regard to the existence of any other available remedy and may include the enforcement of any holdback provision or payment of any specified liquidated damages by the Contractor to CHFS for noncompliance as provided for in this Contract.~~

4.03.02-Transition/Turnover/Closure

~~In the event CHFS requires a transition after a non-renewal or termination by either party, CHFS shall notify the Contractor at the same time CHFS serves notice of the non-renewal or termination, as the case may be.~~

~~Upon receipt of notice of termination of the Contract from CHFS, the Contractor shall provide any turnover assistance reasonably necessary to enable CHFS or its designee to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.~~

~~In the event of insolvency, bankruptcy, dissolution, withdrawal, or the closure of business operations, the Contractor shall give the Commonwealth at least thirty (30) days written notice of such closure. In the event of non-renewal or termination, upon receipt of the required notice of non-renewal or termination, or the Contractor's closure of business operations, the Contractor shall provide any turnover assistance reasonably necessary to enable CHFS (or its designee) to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.~~

The Contractor shall:

1. Provide detailed transition documents at no additional cost to CHFS.
2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new Contractor. ~~CHFS shall ensure the cooperation of the new Contractor to facilitate a smooth transition.~~
3. Within ten (10) calendar days after written notification by CHFS of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document ~~by CHFS, CHFS shall review the document and~~ within fourteen (14) calendar days ~~CHFS shall~~ provide written instructions to the Contractor as to the packaging, documentation, delivery location, and delivery date of all records, ~~as needed to provide for~~ an orderly transition. If CHFS determines ~~upon review~~ that the Transition Document is missing necessary information, CHFS

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shall provide the Contractor written instructions as to the information that is still needed, and the Contractor shall amend the Transition Document to include the necessary information.

4. Deliver a ~~full and~~ complete ~~accounting and~~ report ~~as of the date of termination about on~~ the status of services. This report shall be provided to CHFS ~~within twenty-one (21) days of the effective by the close of business on the~~ date of termination.

5. Deliver a complete accounting report to CHFS within ninety (90) days of the effective date of termination.

56. Transfer all documents and records of ~~every kind, including electronic, microfilm, paper, or otherwise, in their possession that pertain pertaining~~ to this Contract, ~~including but not limited to, all those listed in the contract, in its possession~~ within twenty-one (21) days of the effective date of termination. All documents shall be in a CHFS-approved format.

67. Provide reasonable and appropriate assistance to CHFS and its designee(s) regarding the contents of such documents and records, and ~~shall~~ provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the CHFS within twenty (20) days of the effective date of termination.

78. Pay any and all additional costs incurred by CHFS that are the result of the Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.

9. If the Commonwealth determines the Vendor was providing necessary, direct public services, the Vendor shall also notify any individual receiving such services of the non-renewal, termination, or closure of business operations and advise the individual of reasonable, alternative service options. The Vendor shall provide written certification to the Commonwealth once all individuals have been notified.

Such cost will be determined by the Finance and Administration Cabinet pursuant to KRS 45A.230.

4.03.03 Disputes

The parties agree to take reasonable steps to resolve any disputes arising under this Contract.

4.04-Miscellaneous Provisions

4.04.01-Advertising Award Prohibition

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the ~~firm-Contractor~~ or its services are endorsed or preferred by the Commonwealth of Kentucky.

4.04.02-Bankruptcy

In the event the Contractor becomes ~~the subject a~~ debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee ~~or a debtor-in-possession~~ in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

1. Promptly cures all defaults under this Contract;
2. Promptly compensates the Commonwealth for the monetary damages incurred as a result of such default; and
3. Provides adequate assurance of future performance, as determined by the Commonwealth.

4.04.03-Code of Ethics

The Contractor and all ~~professional~~ personnel who may provide services under this Contract or any subcontract with the Contractor shall ~~be familiar with and~~ abide by any ~~and all code applicable~~ codes of ethics or conduct ~~as designated by CHFS that have been established by a national or regional association and are generally recognized as being applicable.~~ Failure of the Contractor to abide by ~~the applicable~~ ~~code codes~~ of ethics ~~shall or conduct may~~ result in the immediate termination of the ~~e~~Contract

4.04.04-Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor, pursuant to this Contract, shall include a statement identifying the

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appropriate source of funds, for the project or service, including but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

4.04.05-Scientific Misconduct

~~The If applicable, the Contractor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any, and all research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with the provisions of 42 CFR Part 93 as amended, and shall be made available, upon request, to CHFS. The Contractor shall immediately report to notify CHFS of any activity reported to the Contractor under these terms and conditions. Notice shall be sent in writing to the Department this section.~~

4.04.06-Intellectual Property

~~The Contractor agrees that any formulae, methodology, or other reports and compilations of data provided by the Department to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of CHFS, unless the specific ownership of any proposed or developed formulae, methodology, or other reports and compilations of data is otherwise identified in any Attachment(s). The Contractor further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Contractor during the course of work pursuant to this Contract shall be made available to CHFS for the Cabinet's use upon request and without charge. Any use of these materials other than to meet the terms and conditions of this Contract must be reviewed and approved in advance by CHFS.~~

~~If any of these materials are included in any publication, training materials, or presentations, or for any other type of release of this material other to meet the terms and conditions of this Contract, appropriate credit for the funding source must be given. This provision shall be included in any subcontract, including contracting for staff, issued by the Contractor under this Contract.~~

~~Any proposed project under the scope of work for any of the Projects set forth under the Summary Line Item Section in this Contract shall include specific documentation and justification for titles of ownership as:~~

- ~~1. Patents;~~
- ~~2. Trademarks as proposed or registered with the U.S. Patent and Trademark Office; or~~
- ~~3. Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.~~

~~Any formulae, methodology, or other reports and compilations of data provided by CHFS to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of CHFS. Any other use of these materials must be reviewed and approved in advance by CHFS. Any intellectual property owned by the Contractor prior to this Contract shall remain the exclusive property of the Contractor.~~

~~Any formulae, methodology, other reports, or compilations of data prepared or produced by the Contractor pursuant to this Contract shall, upon request, be made available for use by CHFS without charge. The Cabinet reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the formulae, methodology, or other reports and compilations of data prepared or produced under this Contract.~~

4.04.07-Certification Regarding Drug-Free Workplace

~~The Contractor hereby certifies that it will, or will continue to, provide a drug-free workplace in accordance with 2 CFR Part 182. The Contractor shall at a minimum:~~

- ~~1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited from the Contractor's workplace and specifying actions that will be taken against employees for violation of such prohibition;~~
- ~~2. Establish an ongoing drug-free awareness program to inform employees about:

 - ~~A. The dangers of drug abuse in the workplace;~~
 - ~~B. The Contractor's policy of maintaining a drug-free workplace;~~
 - ~~C. Available drug counseling, rehabilitation, and employee assistance programs; and~~~~

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~~D. The penalties that may be imposed upon employees for drug abuse violation.~~

~~4.04.08-Data Use Agreement —~~

~~Not Required~~

~~4.04.09-4.04.07-Business Associate Agreement~~

The Contractor shall comply with and execute the attached Business Associate Agreement (BAA) that is in accordance with HIPAA and outlines the requirements imposed by the Health Information Technology for Economic and Clinical Health (HITECH) Act, as enacted by the American Recovery and Reinvestment Act of 2009.

For the purposes of the Business Associate Agreement the following entities are defined:

Covered Entity:

Cabinet for Health and Family Services
275 East Main Street
Frankfort, KY 40621

Business Associate:

Kenton County Fiscal Court
1840 Simon Kenton Way
Suite 5100
Covington, KY, 41011

SECTION 5-FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all applicable provisions of 2 CFR Part 200, Appendix II, ~~regarding Contract provisions for non-federal entity Contracts under federal award.~~

~~The following terms shall apply:~~

5.00-Certain Provisions Contained Within 2 CFR, Part 200, Appendix II

5.00.01-Clean Air Act and Federal Water Pollution Control Act

The Contractor and Subcontractors shall ~~agree to~~ comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

5.00.02-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5, 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the Contractor ~~shall certify;~~ certifies, by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the vendor shall notify the Commonwealth buyer of record within seventy-two (72) hours of the federal debarment.

For this certification, "Principals," means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

5.00.03-Certification of Lobbying Activities

The Contractor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

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agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

5.00.04-Equipment

For reimbursement-type contracts, the Contractor shall not purchase equipment or property with contract funds, unless ~~and except as~~ specifically authorized under the scope of work and specifications of this Contract.

Equipment and property reimbursed by CHFS to fulfill the requirements of this Contract, and that may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies with any single item purchase of \$5,000.00 or greater (capital expenditures), requires prior approval by the Cabinet and the federal agency before the federal government will allow the costs in accordance with [2 CFR, Part 200](#).

5.00.05-Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR § 200.216 ~~Prohibition on certain telecommunications and video surveillance services or equipment~~ Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5.00.06-Domestic Preferences for Procurements

In accordance with 2 CFR § 200.322 ~~Domestic preferences for procurements~~:

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other

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manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.00.07 Procurement of Recovered Materials

In accordance with 2 CFR § 200.323 ~~Procurement of recovered materials.~~

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Memorandum of Agreement Standard Terms and Conditions
Revised August 2025

1.00 Effective Date

All Memorandum of Agreements are 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. However, 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 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.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

2.00 Cancellation Clause

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.

3.00 Funding Out Provision

The state agency may terminate this agreement 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 agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

4.00 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 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.

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5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "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).

6.00 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 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. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

7.00 Nondiscrimination

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The Equal Employment Opportunity Act of 1978 (the “Act”), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

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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.

CHFS Cabinet Approval:

Signature

Title

Printed Name

Date

Contractor Approval:

Signature

Title

Printed Name

Date

CHFS Department Review:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney

Date