

Memorandum of Agreement

Between

Kenton County Fiscal Court

and

Life Learning Center

AMENDMENT #1

WHEREAS The Kenton County Fiscal Court, Kenton County Detention Center (“KCDC”) was awarded federal funding from the Cabinet for Health and Family Services (“CHFS”) passed through the Commonwealth of Kentucky (“STATE”) as part of the Kentucky Opioid Response Effort (“KORE”); and

WHEREAS Kenton County Fiscal Court (“COUNTY”) entered into a Memorandum of Agreement (CONTRACT) with the Commonwealth of Kentucky, attached as Exhibit B, to implement a Bridge to Medications for Opioid Use Disorder program (“PROGRAM”) in a residential setting, with a six (6) month managed aftercare for individuals reentering society from criminal justice settings; and

WHEREAS the Life Learning Center, a Non-profit agency with offices at 20 W. 18th Street, Covington, Kentucky, 41011 (“LLC”) was listed as an approved subcontractor in the CONTRACT; and

WHEREAS the COUNTY and LLC desire to enter into this Memorandum of Agreement regarding the Recovery Support aspect of the PROGRAM, as described in sections 2.01 (9.) and 2.01 (10.) of the CONTRACT and listed in the Budget Document (“BUDGET”) attached as Exhibit A; and

WHEREAS all requirements of the CONTRACT are applicable and binding on LLC; and

WHEREAS LLC must make available to the COUNTY and to CHFS, if requested, copies of personnel records and documentation of employees’ compliance with the terms and conditions of the CONTRACT; and

WHEREAS LLC shall make accessible to COUNTY and to CHFS and any of its duly authorized agents or representatives, access to any books, documents, papers, records, or any other materials that are pertinent to the CONTRACT or the this Agreement, to make monitoring, auditing, examination, excerpts, and transcriptions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and LLC, agree as follows:

1. **LLC’s Work.** Subject to the terms and conditions set forth in this Agreement and the CONTRACT, LLC agrees to coordinate all aftercare activities and items, including the following:
 - a. **State Identification one-time per participant to include Social Security Card, Birth Certificate, and Kentucky State Identification Card.**
 - b. **Snacks are allotted at \$3 per snack per day for 30 days totaling \$90 per each 1 individual participant. NOTE: Only snacks will be provided and no meals/food will be charged to the grant**

- c. One-time allotment for Re-entry Essentials per each 1 individual participant will include Backpack, Toiletries, and Bedding.
 - d. Bus passes are acquired from the Transit Authority of Northern Kentucky, and budgeted for 2 months per each 1 individual participant.
 - e. Evidence-based NARR Certified Recovery Residency is designed to further participant's treatment plan with safe recovery ready and budgeted for up to 6 weeks per each 1 individual participant.
 - f. Gift cards will be provided for completing the 6 month GPRA follow-up. Gift cards not to exceed \$30 per participant. \$6 activation fee is budgeted for each gift card (\$36 budgeted for each participant)
 - g. Recovery supports not to exceed \$1,235 per participant (excluding gift card).
2. **Reimbursement of Approved Program Expenses by COUNTY**
 - a. Subject to the terms and conditions set forth in this agreement and the CONTRACT, the COUNTY agrees to reimburse LLC on a monthly basis upon receipt of a detailed invoice (INVOICE) with a unique invoice number from LLC that lists LLC's expenses in each category listed in the BUDGET (Exhibit B);
 - i. LLC shall submit the INVOICE to the COUNTY by the 10th of the month for expenses incurred in the previous month.
3. **Term**
 - a. The term of this agreement shall commence on July 1, 2024 and unless earlier terminated as provided herein, shall expire on June 30, 2026.
4. **Conditions Present**
 - a. The CONTRACT between the STATE and the COUNTY has been fully executed;
 - b. LLC is listed in the CONTRACT as an approved Subcontractor;
 - c. This agreement has been approved by the STATE;
5. **Indemnification.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
6. **No Contravention.** The execution and delivery of this Agreement, and the performance or observance by LLC of the terms and conditions thereof, do not and will not (i) violate or conflict with any existing provisions of LLC's resolutions, ordinances or organizing documents and any amendments thereto, or other agreements of organization, (ii) violate or conflict with any applicable laws, or (ii) result in any breach of, or constitute a default under, any material contract, agreement, lease, bank loan, or credit agreement to which LLC is a party or by which LLC is bound.

7. **No Litigation.** To the best of LLC's knowledge, no litigation or proceeding involving LLC is pending or is threatened in any court or administrative agency that, if determined adversely to LLC, could have a materially adverse impact on its ability to perform any of its obligations under this Agreement.
8. **Disclosure.** To the best of LLC's knowledge, this Agreement contains no false or misleading statements of or omissions of any material fact. There is no fact known to LLC that materially and adversely affects, or in the future could materially and adversely affect, the business, operations, affairs, or condition, financial or otherwise, of LLC that has not been disclosed in writing to the Kenton County Fiscal Court.
9. **Availability of Records.** LLC shall make its books and records, relating to its representations, warranties, and covenants in this Agreement available for all accounting periods subject to the terms of this Agreement. The Kenton County Fiscal Court may examine and audit such books and records as are reasonably sufficient to verify the accuracy of information provided by LLC to the Kenton County Fiscal Court in fulfillment of the parties' obligations under this Agreement.
10. **Further Assurances.** LLC shall, at any time upon request by the Kenton County Fiscal Court make, execute, and deliver or cause to be made, executed, and delivered to the Kenton County Fiscal Court any and all other further instruments, certificates, and other documents as may, in the reasonable opinion of the Kenton County Fiscal Court, be necessary or desirable in order to effect, complete, perfect, or otherwise to continue and preserve the obligations of LLC under this Agreement.
11. **Right to Inspect.** At such reasonable times during normal business hours and as often as may be reasonably desired, upon at least 48 hours advance notice of a request for such access to LLC, the Kenton County Fiscal Court shall have the right to inspect any and all records relating to the Work to determine compliance with the terms of the Agreement as well as to monitor progress of the Work. The Kenton County Fiscal Court agrees that any such records, if designated as confidential by LLC, shall be treated as confidential records that are exempt from public disclosure pursuant to Kentucky's Open Records Act and will not disclose such records unless directed to do so by a court of competent jurisdiction. Nothing in this paragraph shall be construed to prevent the Kenton County Fiscal Court from disclosing such documentation to the Cabinet. LLC further acknowledges that the Kenton County Fiscal Court may share documentation to the Cabinet which must publicly disclose information pertaining to the Kenton County Fiscal Court's compliance with the terms of the MOA and the disbursement of funds pursuant to the MOA and this Agreement.
12. **Notice of Material Change.** LLC shall promptly give notice to the Kenton County Fiscal Court of (i) the occurrence of any Event of Default, (ii) any litigation, investigation or proceeding that may exist at any time that, if not cured or if adversely determined, as the case may be, reasonably be expected to have a materially adverse impact on the Work or on LLC's ability to perform any

obligations under this Agreement, and (iii) any cessation, delay or alteration of the Work. For the avoidance of doubt, LLC's notification obligations under this Section shall survive the expiration of this Agreement and shall remain in effect until Project Completion as that term is defined in the MOA.

13. **Return of Disbursed Proceeds to the Kenton County Fiscal Court.** Should the Cabinet determine that LLC has failed to use any Proceeds in accordance with the terms and conditions of this Agreement or the MOA, the Kenton County Fiscal Court may make written demand upon LLC directing how any disbursed Proceeds shall be returned to the Cabinet, and LLC shall return or cause such disbursed Proceeds to be returned as directed by the Kenton County Fiscal Court. For the avoidance of doubt, LLC's obligations under this Section shall survive the expiration of this Agreement and shall remain in effect until Project Completion as defined in the MOA.
14. **Incorporation by Reference.** All exhibits, schedules, annexes, or other attachments to this Agreement or the MOA are hereby incorporated into and made a part of this Agreement as if set out at length herein.
15. **Multiple Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all taken together shall constitute a single contract. Facsimile or electronically scanned signatures are deemed to be originals.
16. **Headings.** The section headings set forth in this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
17. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each of the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
18. **Successors and Assigns.** Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by either party of any of its rights and duties under this Agreement.
19. **No Partnership - Status of Relationship.** The Kenton County Fiscal Court and LLC, and any party respectively associated therewith, shall in no event be construed as or become in any way or for any purpose partners, associates, or joint ventures in the conduct of their respective businesses or otherwise. No contractor, licensee, agent, servant, employee, invitee, or customer of the Kenton County Fiscal Court or LLC shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee, invitee, or customer of the other party.

20. **Rights of Third Persons.** In no event shall this Agreement be construed to make the Kenton County Fiscal Court or any agent of the Kenton County Fiscal Court liable to any general contractors, subcontractors, laborers, materialmen, craftsmen, or other persons for labor, materials, or services delivered to the Work or goods specially fabricated for incorporation therein, or for debts or claims accruing or arising to any such persons against LLC. LLC expressly agrees that there is no relation of any type whatsoever, contractual or otherwise, either express or implied, between the Kenton County Fiscal Court and any general contractor, materialman, subcontractor, craftsman, laborer, or any other person or entity supplying any labor, materials, or services to the Work or specially fabricating goods to be incorporated therein. No persons are intended to be third-party beneficiaries of the Agreement or to have any claim or claims in or to any undisbursed Proceeds by reason of this Agreement.
21. **Modification.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.
22. **Time of Essence.** Time is of the essence in the performance of each of the terms and conditions of this Agreement.
23. **No Assignment.** Neither party shall assign its rights under this Agreement to any person or entity without the prior express written consent of the other party. This section shall not be deemed to prohibit an assignment by operation of law.
24. **Notices.** All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

If to LLC:

20 W. 18th Street
Covington, KY 41011
Attn: Alecia Webb-Edgington

If to the Kenton County Fiscal Court:

1840 Simon Kenton Way, Suite 5200
Covington, KY 41011
Attn: Judge/Executive

Unless otherwise specifically provided in this Agreement, notice hereunder shall be deemed to have been given upon its being deposited in the U.S. Mail or commercial courier, postage or delivery charge

prepaid, and addressed as provided above. The parties hereto may change their respective address and contact person as provided above by giving notice of the change to the other parties hereto as provided in this paragraph.

25. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
26. **Jurisdiction and Venue**. The parties hereto agree that any suit, action, or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, (i) the courts of the Commonwealth of Kentucky situated in Kenton County, Kentucky; or (ii) the United States District Court for the Eastern District of Kentucky, Northern Division at Covington, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Agreement brought in the courts of the Commonwealth of Kentucky situated in Kenton County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Northern Division at Covington, and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.
27. **Legal Expenses**. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

WITNESS WHEREOF, the parties hereto have set their hands on the day and date first above written.

KENTON COUNTY FISCAL COURT

By: _____
KRIS KNOCHELMANN, JUDGE/EXECUTIVE, *Nunc Pro Tunc*

LIFE LEARNING CENTER

By: _____
ALECIA WEBB-EDGINGTON, EXECUTIVE DIRECTOR

EXHIBIT A: BUDGET

Recovery Care - Contract with Life Learning Center to provide recovery supports once a patient is released from custody. Budget is based on serving 125 participants. These recovery supports include but are not limited to sober living residency, indigent supports, state identification, bus passes and gift cards for completing 6-month GPRA follow up. Sober living residency not to exceed 6 weeks per patient, snacks not to exceed \$3/day, no meals may be funded through this grant. Recovery care/supports not to exceed \$1,235 per participant (excluding gift card & LLC Fee). Gift cards not to exceed \$30 per participant (excluding \$6 activation fee).

Item	Amount	Unit Cost	Total Cost
Evidence-based Recovery Residency (5 weeks budgeted - approved for up to 6 weeks)	725.00	100.00	72,500.00
Transportation (2 month bus pass)	125.00	75.00	9,375.00
Re-entry Essentials to include:	125.00	90.00	11,250.00
Backpack			
Toiletries			
Bedding			
Identification	125.00	15.00	1,875.00
Snacks	3,750.00	3.00	11,250.00
Subtotal			106,250.00
Administration Fee			17,250.00

123,500.00

Item	Amount	Unit Cost	Total Cost
GPRA Follow-up Gift Cards	100.00	30.00	3,000.00
GPRA Follow Up Gift Card Activation Fee	100.00	6.00	600.00

3,600.00

Total Contract Budget

127,100.00

EXHIBIT B:

**MOA between COMMONWEALTH OF KENTUCKY AND
KENTON COUNTY FISCAL COURT (MODIFICATION #3)**