



Commonwealth of Kentucky

CONTRACT

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COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$5,504,580.00	07/01/2026	06/30/2028	\$5,504,580.00

FRYSC BOE FY27 (Region 4)

Extended Description:

The Kentucky Family Resource and Youth Services Centers (FRYSC) were established as a component of the historic Kentucky Education Reform Act (KERA) of 1990. The mission of these school-based centers is to help academically at-risk students succeed in school by helping to minimize or eliminate noncognitive barriers to learning. FRYSCs are strengthened by community partnerships in their ability to provide vital programs, services and referrals to students and their families. These partnerships are critical in efforts on behalf of students to promote: early learning and successful transition to school; academic achievement and well-being; and graduation and transition into adult life.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000		\$0.000000	\$5,504,580.00	07/01/2026	06/30/2028	\$5,504,580.00

FRYSC BOE FY28 (Region 4)

Extended Description:

The Kentucky Family Resource and Youth Services Centers (FRYSC) were established as a component of the historic Kentucky Education Reform Act (KERA) of 1990. The mission of these school-based centers is to help academically at-risk students succeed in school by helping to minimize or eliminate noncognitive barriers to learning. FRYSCs are strengthened by community partnerships in their ability to provide vital programs, services and referrals to students and their families. These partnerships are critical in efforts on behalf of students to promote: early learning and successful transition to school; academic achievement and well-being; and graduation and transition into adult life.

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Memorandum of Agreement Terms and Conditions

Regular (Government/Quasi-Governmental) (PON3)

This Memorandum of Agreement (MOA) is issued by the Commonwealth of Kentucky, Cabinet for Health and Family Services, Division of Procurement and Grant Oversight, on behalf of the Department for Family Resource Centers and Volunteer Services (FRYSC) (“the Commonwealth”) and Multiple Providers (“the Contractor”). The initial MOA is effective from 07/01/2026 through 06/30/2028.

SECTION 1 – ADMINISTRATIVE OVERVIEW

1.00 Purpose and Background

Pursuant to statutorily established and continuing eligibility in the designated school(s), provide local administration of the Family Resource and Youth Services Centers (FRYSC) program within the parameters established in the approved plan(s) and this agreement. The Contractor shall employ full - time center coordinator(s) that shall be responsible for the provision of both core and optional components to students and/or families served by the school(s) either on-site or off-site through referral to existing services or by direct provision if no alternative exists. The Contractor shall provide activities and additional services as deemed necessary by local need assessments and as described in the approved plan. The Cabinet will provide funding, training, support, and technical assistance to the District in the local administration of this program.

1.01 Terminology

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

Vendor: Contractor, Offeror, The Second Party, Proposer

Issuer of Contract: Buyer

Commonwealth of Kentucky: Commonwealth, State

Cabinet for Health and Family Services: Cabinet, the Agency, the Department, CHFS

Fiscal Year: July 1 through June 30

Biennium: July 1 of each even-numbered year through June 30 of the next even-numbered year.

1.02 Definitions/Acronyms

1. CHFS or Cabinet - Cabinet for Health and Family Services.
2. DCBS - Department for Community Based Services.
3. DFRYSC - Division of Family Resource and Youth Services Centers.
4. FRYSC - Family Resource and Youth Services Centers.
5. FRYSC Counts! - a data system each center coordinator maintains access to, uploads required documents to and routinely assures accuracy on information.
6. IC - Infinite Campus.
7. KTAP - Kentucky Transitional Assistance Program.
8. MUNIS - Municipal Uniform Information System; an accounting system where financial reports are generated.
9. PMHCA - Pediatric Mental Health Care Access program funding.
10. FRYSCorps - an AmeriCorps program partnering with the Division of Family Resource and Youth Services Centers.
11. BOE – Board of Education

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SECTION 2 – SCOPE OF SERVICES

2.00 Services Required

Provide local administration of the Family Resource and Youth Services Centers (FRYSC) program and ensure a supportive environment and framework for each center to operate and perform in compliance with the requirements listed herein, including but not limited to, the requirements of the Division of Family Resource and Youth Services Centers (DFRYSC) set forth in KRS 156.496, as amended.

2.01 Deliverables

A. Approved Plan

1. Ensure the submission of an annual plan for each center, which shall be approved by the Cabinet prior to awarding funding. The Second Party shall ensure that each submitted plan meets the following requirements:
 - a. Ensure that each center complies with the provisions set forth in its approved plan for:
 - i. Financial operations;
 - ii. Market services and activities;
 - iii. Train support staff and school personnel;
 - iv. Minimize stigma of participants;
 - v. Involve parents and families;
 - vi. Self-evaluation of the Center's program; and,
 - vii. Grant priority status for receipt of services to economically disadvantaged students and families, if resources are limited;
 - viii. The approved plan is hereby incorporated by reference, as if fully set forth herein.
 - b. Ensure that each center develops and maintains procedures pertaining to parental or guardian consent for children who receive services, except when state or federal law supersedes this requirement, and for sharing confidential information with other service providers.
 - c. Ensure that each center develops and adheres to approved action components that address the core components as outlined in the New or Continuation Program Plan relative to whether the centers is a Family Resource Center, Youth Services Center, or Family Resource and Youth Services Center, and any optional components. Each component within the plan shall be addressed by an individual action component in a way that is consistent with the needs assessment.
 - d. Ensure that the center revises elements of the programs included in the action components of the approved plan as needed, with submission and approval of the proposed revision(s) on the form specified by the Cabinet and submitted to the appropriate DFRYSC Regional Program Manager (RPM), except during the last sixty (60) days of the agreement.
 - e. Ensure that prior to the direct provision of services by a center, the center staff shall promote identification, coordination, and utilization of existing resources to meet the needs identified in the needs assessment and in accordance with its action component plans.
 - f. Ensure that local centers develop specific optional components, as needed, that shall be based on needs assessment and that these optional components shall be developed in a way that promotes the identification, coordination, and utilization of existing resources.
 - g. Ensure that each center coordinates and collaborates with state and local agencies or organizations for the provision of student and family support services.

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h. Ensure that middle or high schools served by FRYSCs participate in the Youth Risk Behavior Survey if selected for inclusion by the Centers for Disease Control and Prevention.

B. General Personnel

1. Ensure that center coordinators and center staff spend 100% of their time that is paid with funds provided under this agreement, in job duties and functions directly related to the operation of the center and center programs, services, and activities.
2. Ensure that center staff work under the supervision of the center coordinator.
3. Center staff shall be evaluated in accordance with local district policy. At a minimum, certified personnel shall undergo an annual formative evaluation and a summative evaluation at least once every five (5) years. Classified personnel shall receive a comprehensive evaluation annually.
4. Ensure that center coordinators coordinate the hiring, evaluation, and reassignment of staff paid with FRYSC funds.
5. Ensure that no center coordinator spends any of his or her time supervising other center coordinators or staff that is not directly related to center programs.
6. Ensure that center coordinators are responsible for carrying out the activities specified in the approved New or Continuation Program Plan.
7. Ensure that Administrative Staff shall not assign coordinator duties unrelated to the implementation and/or operation of the center.
8. Ensure that, although center coordinators are eligible to apply for extra service duties outside established center operation hours, they shall not spend any of their required time paid under this agreement performing these duties.
9. Ensure that upon initial employment, the center coordinator, additional full-time or part-time center staff, volunteers, or individuals with supervisory relationships with students have a criminal record check. Thereafter, ensure that all staff comply with all local District policies at all times.
10. Ensure that center staff comply with time and attendance requirements.

C. Advisory Council

1. Ensure that each center adheres to the following requirements and maintains the following for each center:
 - a. A local advisory council whose voting membership is comprised of:
 - i. At least one-third (1/3) parents/caregivers who are not employees of the school district in any capacity and who reflect the composition of the school(s) community in gender, racial, ethnic, and socio-economic status;
 - ii. Not more than one-third (1/3) staff representing the school(s) served by the center;
 - iii. The remaining council members must be made up of representatives from community partners;

and,

 - iv. At least two (2) students in a Youth Services Center or a FRYSC.
 - b. Ensure that the advisory council meets at least five times per year (every other month, excluding summer months) to maintain program and fiscal review of the center operations through ongoing discussion, including the following:
 - i. Needs assessment;
 - ii. Component updates;
 - iii. Budget and fiscal reports; and

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iv. Evaluation activities.

c. Ensure that the advisory council maintains ongoing communication with the School-Based Decision-Making Council(s) and/or school leadership team in accordance with the procedures outlined in the FRYSC Administrators Guidebook.

d. Ensure that the advisory council carries out its function and responsibilities in accordance with the approved plan.

e. Any change to the advisory council membership requires timely notification (within two weeks of the change) to the Cabinet through the DFRYSC Regional Program Manager.

D. Site Location(s)

1. Ensure that each center is located in or near the participating school(s) with any change in site location requiring prior approval from the Cabinet through the DFRYSC Regional Program Manager and, if appropriate, a revision to the Approved Plan on the form specified by the Cabinet.

E. Records

1. Ensure that each center is designated and recognized as the Custodian of the FRYSC records and family and individual FRYSC records. As such, the Second Party shall ensure that each center meets the following requirements.

a. The Custodian shall maintain family and individual FRYSC records in accordance with procedures outlined by the DFRYSC Administrators Guidebook.

b. Centers shall maintain all records on-site as outlined in the recordkeeping section of the DFRYSC Administrators Guidebook.

c. Information contained in the individual or family records shall not be shared, without the written consent of the student's legal guardian or other person or agency exercising custodial control or supervision, unless required by law or the terms of this agreement.

d. Individuals younger than age 18 who meet qualifications in federal and state laws may also give consent for certain specified information. Exceptions are:

i. DFRYSC monitoring;

ii. Responding to federal and state laws and regulations mandating a report (i.e., the duty to warn in the event someone threatens harm to self or others, the duty to report child or adult abuse or neglect); and

iii. Responding to court orders.

2. Ensure that activities, services, and/or legal agreements may be added if they are approved and/or requested in writing by the Cabinet through the DFRYSC and full executed by the Second Party. Said activities, services, and/or legal agreements shall be legally binding and shall become a part of this contract as if fully incorporated within.

3. Ensure that records are maintained on file (including source documents) that provide a clear audit trail to authenticate all expenditures, including wages and other compensation. Said documentation shall be adequate to withstand an annual audit and shall be made available to the Cabinet upon request.

4. Ensure that records include time sheets or other appropriate documents that reflect 100% of time worked during each pay period. Staff time shall be changed to the correct funding source that finances the task(s) performed.

5. Ensure that all documents are up to date and on file.

6. Ensure that FRYSC staff have access to Infinite Campus (IC) for recordkeeping purposes and that permissions are set within Infinite Campus in compliance with the requirements protocol in the FRYSC Administrators Guidebook.

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7. Ensure that the District FRYSC Contact and each center coordinator maintains access to, uploads required documents to, and routinely ensures the accuracy of information within FRYSC Counts!

8. Ensure that supplies with a per unit acquisition cost less than \$5,000 follow property standards in each Kentucky school district's policies and procedures, when purchased with FRYSC funds under this agreement.

F. General Responsibilities

1. Ensure that all services are performed in accordance with this contract, including any attachments and amendments, as well as any and all applicable state or federal statutes or regulations, Cabinet information releases or official issuances, and the FRYSC Administrators Guidebook, as if appended herein.

G. Programmatic Requirements

1. The Second Party shall ensure the following staffing requirements:

a. Maintain, at a minimum, one full-time coordinator for each center. Full-time shall be a minimum of thirty (30) hours per week and 240 days per school year.

b. The Center Advisory Council shall have a direct and shared role in the hiring of the center coordinator.

c. Coordinator(s) for a newly established center or a coordinator hired to fill a vacancy shall be hired within sixty (60) days of establishing the center or declaring a vacancy.

d. Regional Program Manager(s) shall be notified by the district of all coordinator vacancies.

e. In the event the hiring process exceeds sixty (60) days, the DFRYSC Director shall be notified in writing of the circumstances leading to the delay.

f. The Second Party may request a waiver of the full-time center coordinator requirement in writing. The decision to grant such a waiver shall rest in the sole discretion of the DFRYSC Director. If the DFRSYC Director grants such a waiver, in no event shall it last longer than one (1) year.

Such waivers may be requested on a form approved by the Cabinet.

2. The Second Party shall ensure the following information/professional development requirements:

a. The coordinator of each center shall be required to attend the training events specifically mandated by the DFRYSC to ensure compliance with the DFRYSC Training Curriculum, which includes:

i. Orientation training for new coordinators;

ii. Mentoring site visits for new coordinators;

iii. An annual statewide training conference;

iv. Regional meetings as scheduled; and

v. Other training events as identified by the DFRYSC.

b. Other staff employed by the center shall attend training events specifically designed for their positions, when required.

c. The FRYSC District Contact shall be required to attend informational and training events designed for their positions.

d. Ensure that all principals within the district that serve schools with a center complete the FRYSC and School Leaders- Partnership at Its Best Module.

3. Ensure the following budgetary requirements:

a. Comply with the center funding allocation as listed in the FRYSC budget and narrative included in each center's approved program plan.

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b. Ensure that funds are not moved from center to center unless specifically approved by the DFRYSC Director and then only for one year, unless re-approved. Funds shall only be utilized for schools served by centers listed in the contract.

c. Ensure funds appropriated under this contract may not be used to supplant funds, services, activities, positions, or programs that the district is mandated to provide.

d. Ensure that amendments are not made to the FRYSC budget and narrative without prior submission of the amendment to, and approval of, the DFRYSC Regional Program Manager. Any such amendments shall be submitted on the system approved by the Cabinet.

e. The Second Party may initiate minor budget changes up to \$500 of an object code within an approved budget, cumulative within the fiscal year, without prior approval of the DFRYSC Regional Program Manager. All budget expenditures and amendments are initiated by the coordinator.

f. Any budget amendment over \$500 requires prior approval of the DFRYSC Regional Program Manager.

g. DFRYSC prior approval is required for any purchase of a single item over \$500 and any purchase of goods or subcontracts equal to \$1000.

h. All budget amendments shall be submitted sixty (60) calendar days prior to the end of the state fiscal year.

i. Program funds cannot be expended on capital construction or acquisition or renovation projects, center utility costs, lease/purchase of vehicles, "Rent to Own" acquisition, direct or indirect district level supervisory or administrative salaries, or fees for a consultant to provide grant writing services.

j. If a Family Resource Youth Center includes a core or optional component that utilizes program funds appropriated under this contract for basic needs or emergency assistance, the center's advisory council shall adopt a written narrative that explains the following in detail:

i. The criteria and limit for these expenditures for basic needs or emergency assistance; and

ii. An annual limit on program funds that can be used for financial assistance per family per fiscal year. Any program funds appropriated under this contract used for financial assistance only must be made on behalf of the individual student or family. Program funds shall not be used to provide direct financial assistance to an individual student or family.

k. Ensure that if a center includes an expenditure of program funds appropriated under this contract for individual awards, recognition, or incentives, the advisory council has recommended and adopted a written narrative that explains in detail the criteria and limit for these expenditures. This narrative shall be included in the minutes of the advisory council meeting upon its adoption.

l. Ensure that if a center includes an expenditure of program funds appropriated under this contract for food, the advisory council has recommended and adopted a written narrative that explains in detail the criteria and limit for these expenditures. This narrative shall be included in the minutes of the advisory council meeting upon its adoption.

m. Ensure that if a center includes an expenditure of program funds appropriated under this contract for trips or travel for individuals other than center staff, the advisory council has recommended and adopted a written narrative that explains in detail the criteria and limit for these expenditures. This narrative shall be included in the minutes of the advisory council meeting upon its adoption. This provision shall not apply to travel for specific DFRYSC training for school staff or Advisory Council members.

n. Ensure that program funds are not used to pay for staff salaries unrelated to duties or job responsibilities pertaining to the center's implementation and operation.

o. The Second Party shall not make any disbursement of funds to a subcontractor until services have been rendered and documented and required approvals have been received by the DFRYSC Regional Program Manager.

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p. Ensure that funds are not generated with contract dollars without a legal agreement between the Second Party and any subcontractor and prior written permission from the DFRYSC Director.

q. Program income is any gross income earned directly generated by an activity supported by a FRYSC where expenses (e.g., supervision, supplies, utilities) are paid, in whole or part, by FRYSC contract funds. Program income must be deducted from total allowable costs to determine the net allowable costs for the FRYSC program. Any exception must be approved by the FRYSC Director or Assistant Director. Any balance after the deduction must be used for FRYSC-approved programming.

r. Program income includes but is not limited to such revenue as:

- i. The sale of tangible personal property;
- ii. Tuition and related fees (unless for a regularly offered course taught by the Second Party or one of its subcontractors);
- iii. Registration fees; and
- iv. Patent or copyright royalties.

s. Any expense incurred in generating center income shall not count towards satisfying any cost-sharing or matching requirements under this agreement. All income shall be identified and documented for annual auditing purposes.

4. Distribute informational materials specifically provided by the Cabinet to students and families.

5. Ensure that all videos and/or materials developed under this agreement are the property of the Cabinet and shall not be reproduced or distributed to any other entity without written permission from the DFRYSC Director.

6. Where FRYSC AmeriCorps funds have been included as funding to a District, the District shall follow all components of the FRYSC AmeriCorps program to support the activities and programs offered through the partner Family Resource and Youth Services Centers, including but not limited to:

- a. The Literacy program, which provides literacy tutoring to targeted students in PreK through the 12th grade.
- b. The Youth Corps program, which addresses food insecurity within their community.

7. Where Pediatric Mental Health Care Access (PMHCA) funds have been included as funding specific to a District, the District shall utilize the resources provided to accomplish one or more of the following goals:

- a. Goal 1: Increase the availability and accessibility of regional networks of pediatric mental health teams.
- b. Goal 2: Establish mental health team professionals, conduct training, and provide support to general school staff to enable them to conduct early identification and referral for children with behavioral health conditions.
- c. Goal 3: Provide screening to increase pediatric mental health surveillance capacity and quality, use pediatric mental health data to inform prevention and treatment interventions, enhance telehealth capacity, and dissemination of prevention materials.
- d. Goal 4: Establish other innovation processes and programs to support students' social and emotional development.

2.02 Reporting Requirements

A. Submit all required reports to the DFRYSC by the designated deadlines. Failure to comply with the reporting requirements may result in delayed payment of funds.

B. Reports shall include, but are not limited to, the following:

- 1. A Continuation Program Plan due by March 1 of even-numbered years;
- 2. Budget is due annually following the announcement of allocation amounts;

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3. A Funding Request/Invoice due within 14 business days of funding award;
4. A year-end Municipal Uniform Information System (MUNIS) Financial report is due by August 15;
5. Coordinator Professional Development Tracking Forms to be entered on the Training tab in the FRYSC Counts! system by June 30;
6. All Advisory Council minutes, including review of budget status, implementation of programs, and center application of Standards, will be uploaded to the center page on FRYSC Counts! after each scheduled meeting;
7. Implementation fields will be completed in FRYSC Counts! by June 30;
8. Impact Reports submitted to DFRYSC on FRYSC Counts! by June 30;

C. Contract funding is anticipated to be provided in two (2) one-year cycles, aligned with the biennial state budget. For the first year of the biennium, each center shall submit a program plan to the DFRYSC consisting of a one-year budget with narrative, core and optional action components, a center operations form, advisory council listing, and assurances and certification pages containing original signatures. For the second year of the biennium, centers shall submit a budget with narrative. Budgets shall be submitted following the announcement of center allocation amounts.

D. The first period semi-annual MUNIS financial report reflects true and actual expenditures for the first six months of the program fiscal year and shall be submitted upon request of the Regional Program Manager.

E. The year-end MUNIS financial report reflects true and actual expenditures for the fiscal year and shall be received by August 15 of each year.

F. Each center report shall include the center name for identification purposes.

G. Only center expenditures shall be reflected on this report.

H. Donated or raised funds that are provided to a specific center should be accounted for in the district MUNIS system separately from donation or raised funds provided to other district FRYSCs.

I. The Second Party agrees that CHFS may monitor the contract in accordance with the stated goals and objectives as submitted in the Second Party's approved plan according to DFRYSC monitoring schedule and procedures.

2.03 Subcontractors

The Contractor may not subcontract with any other party to perform any of the Contractor's obligations under this Contract.

2.04 CHFS/Department for Family Resource Centers and Volunteer Services Responsibilities

- A. Provide technical assistance, training, and all necessary reporting documents and/or formats.
- B. Arrange and conduct training sessions for designated school district staff periodically throughout the year.
- C. Ensure that all policy decisions or changes affecting this contract will be promptly distributed to the Second Party.
- D. Ensure there will be no discrimination against any applicant for, or recipient of services on account of race, color, age, sex, religious creed, ancestry, or national origin in performance of this agreement.

2.05 Related Documents and Materials Incorporated by Reference

All Notices of Grant Award(s) (NGA) and other related materials issued by the Agency.

SECTION 3 – PRICING/INVOICING

- A. Advance quarterly payments by the Cabinet to the Second Party shall be made upon submission of an approved Funding Request Form/Invoice to the DFRYSC Director.

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B. Contract balances and final payments shall be adjusted due to unexpended funds as reported by end of year MUNIS reports. Districts will be notified by the DFRYSC if an adjustment will occur. Contract modifications may be issued to reduce the contract balance at the discretion of the FRYSC Director.

C. The Cabinet retains the right to delay payment if the Second Party does not comply with the Cabinet's programmatic and fiscal reporting requirements. Invoices for payment shall be submitted to Division of FRYSC or electronically to CHFS.FRYSCMUNISRPT@ky.gov quarterly. Invoices must be submitted no later than ninety (90) days after completion of the service.

The invoice must include at a minimum:

1. Contractor's name and address.
2. PON3 number that invoice(s) are using for funding.
3. Clearly listed dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

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

SECTION 4 – CHFS GENERAL TERMS AND CONDITIONS

Incorporated by Reference

Finance & Administration Cabinet Policy FAP 111-44-00

GENERAL CONDITIONS AND INSTRUCTIONS FOR SOLICITATIONS AND CONTRACTS

4.00 Memorandum of Agreement Standard Terms and Conditions

4.00.01 Order of Precedence

In the event of any conflict or ambiguity between the provisions in the Agreement or any attached documents, the order of precedence shall be:

1. Procurement statutes, regulations, and policies;
2. This written Agreement; and
3. Any attachments, schedules, exhibits, or appendices to this Agreement.

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 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 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 believes contract modification is necessary, it shall promptly report such matters to the Issuer identified on page 1 for consideration and decision.

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

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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 Notices

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. Neither this Contract nor any rights or obligations may be assigned, in whole or in part, without the prior written consent of CHFS, Division of Procurement and Grant Oversight, and the 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. 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

If any part of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any law of the Commonwealth or the United States of America, the validity of the remaining 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 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, liabilities, losses, and/or damages suffered or incurred that results from or arises out of (a) the Contractor's performance under the terms of this Contract; (b) the Contractor's or any of its employees' or subcontractor's negligent acts, omissions, intentional misconduct, or any dishonest, fraudulent, or criminal, acts, errors, or omissions; (c) the policies and procedures of the Contractor, including all Contractor employment practices during the term of this or any prior Contract with CHFS; (d) the unauthorized publication, translation, reproduction, delivery, use, or disposition of any CHFS data; or (e) the Contractor's failure to comply with any applicable state or federal laws or regulations.

If the Contractor is an agency of the Commonwealth of Kentucky, liability shall be governed by KRS 49.010 through KRS 49.180 and limited to any award from the Board of Claims up to the jurisdictional amount.

4.01.06 Sovereign Immunity

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 failure of or delay in performing obligations set forth in this Agreement if such failure or delay is due to events or causes beyond the reasonable control of either Party. Events or conditions beyond the Parties' reasonable control include, but are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strikes or shortages, war, riots, or other civil unrest, state or national declared emergencies, pandemics, or public utility failures. However, CHFS retains the right to obtain any services elsewhere in the event of the Contractor's non-performance. 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 as soon as possible of the existence of a force majeure event.

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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 force majeure event or otherwise waive this right as a defense to other Party's claim of non-performance.

4.01.08 Maintenance of Insurance

During 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 acts or omissions of the Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide and shall require any Subcontractor to provide evidence of such coverage upon request.

If the Contractor and any Subcontractor are not self-insured, each shall name CHFS as an additional insured on any policy of coverage, except the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall provide proof of coverage within five (5) business days of coverage upon request.

CHFS shall not be responsible for any premiums or assessments on policy(ies) held by the Contractor or any subcontractor under this Contract. CHFS may, at its sole discretion, pay one or more premiums, if doing so would be in the Cabinet's best interest. Should CHFS exercise this option, the Contractor shall fully reimburse CHFS, either 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 cannot 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's or Subcontractor's insurance coverage. In any subcontract, the Contractor shall require that any Subcontractor also provide such notice to the Contractor and CHFS. Any insurance must remain in effect at all times during this Contract. If any insurance coverage expires during this Contract, the Contractor and any Subcontractor shall provide a new Certificate of Insurance evidencing coverage for not less than the remainder of the Contract at least thirty (30) calendar days prior to the expiration date.

4.01.09 Compliance with Licensure, Permits, and Tax Obligations

The Contractor shall ensure that all licenses, certifications, registrations, and permits required for performance under this Contract are obtained, kept in good standing, and maintained throughout the term of the Contract. These documents shall be readily accessible and available for inspection upon request.

To the extent required by law, the Contractor shall be solely responsible for the payment of any taxes associated with this Contract, including but not limited to sales, use, personal property, income, and other applicable taxes. The Contractor shall also be responsible for all required federal (including FICA), state, and local tax withholdings.

4.01.10 Legal Proceedings

Except as specifically disclosed in writing to CHFS prior to the date of this Contract, the Contractor certifies it is not aware of any there are no suits, investigations, or other proceedings pending or threatened against the Contractor or any Subcontractor that would have a material effect on this Contract or, if applicable, any subcontracts. The Contractor shall use reasonable efforts to notify CHFS within one (1) business day, and in writing within three (3) business days, of any suits, investigations, or other proceedings involving the Contractor related to this Contract.

4.01.11 No Grant of Employment or Agency

Nothing in this Contract shall be construed as granting any individual providing services under the Contract any of the claims, privileges, or rights under KRS Chapter 18A or KAR Title 101. 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, or evaluations. At all times, any such individual shall be an employee, volunteer, or independent contractor of the Contractor. No employee, volunteer, or independent contractor of the Contractor shall be a third-party beneficiary of this Contract.

4.01.12 CHFS Discrimination Prohibited

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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 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 as Amended (ADA), 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.

4.01.13 Staffing

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.

CHFS expressly reserves the right to immediately disqualify or prohibit the continued use of any Contractor staff that has been provided to perform Contract services, if, in CHFS's discretion, it is determined that their continued use is not in CHFS's best interests, that such staff fails to meet any Contract requirements, or that such staff has violated any state or federal law or violated any policies and procedures of CHFS.

4.02 Contract Performance

4.02.01 Service Delivery Requirements

All services provided by the Contractor shall comply with all applicable federal and state statutes and regulations.

4.02.02 Total Amount of Funds and Budget Revisions

CHFS any overpayment, regardless of the reason. 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 possible before the end of this Contract.

4.02.03 Financial Record Retention

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

4.02.04 Confidential Information

The Contractor shall comply with applicable state and federal law, policies, and procedures governing access to and use of information and data provided by CHFS or collected by the Contractor under the Contract. The Contractor shall use such information or data only for purposes expressly authorized in this Contract and will maintain strict confidentiality in accordance with CHFS security and privacy standards. The Contractor shall ensure that all

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employees, agents, and subcontractors adhere to these requirements and shall maintain signed confidentiality agreements or equivalent binding policies with all personnel who may access CHFS data.

Any dissemination of information about projects funded and the scope of work of this Contract must be fully documented, reviewed, and approved by the Cabinet’s project manager and the Chief Information and Security Officer (CISO) before any representation of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

Prohibited Activities

The Contractor and its personnel are expressly prohibited from:

1. Uploading, sharing, or transmitting any CHFS information—including de-identified, aggregated, or anonymized data—into any non-CHFS-approved external artificial intelligence (AI) tools, platforms, or extensions (e.g., ChatGPT, Bard, Traciq AI, Read AI, or similar).
2. Transferring CHFS information to personal devices, removable media (e.g., USB drives), or unapproved storage locations.
3. Sending CHFS information through unsecured email or unapproved collaboration tools.
4. Using CHFS information for testing, demonstration, or non-contractual research purposes without written approval from CHFS.

Monitoring and Enforcement

CHFS reserves the right to monitor, audit, and investigate any suspected or actual unauthorized access, use, or disclosure of information. Violations of this section may result in:

- Immediate contract termination;
- Disciplinary or legal action against responsible individuals; and
- Reporting to regulatory or law enforcement authorities as applicable.

Exceptions

The foregoing will not apply to:

1. Information that the Commonwealth has released in writing from confidentiality;
2. Information already in the public domain through lawful publication; 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 by law to be disclosed, provided that prior written notice is given to CHFS to allow for protective action.

4.02.05 HIPAA Confidentiality Compliance

If applicable, the Contractor agrees to comply 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).

4.02.06 Response/Compliance with Audit Findings

The Contractor shall comply with and require any Subcontractor to comply with any findings of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principle related to this Contract. Within thirty (30) calendar days of the Contractor’s notification of noncompliance, the Contractor will provide CHFS, for CHFS’ approval, a Corrective Action Plan that addresses the identified deficiencies. The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor’s work

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under this Contract. Noncompliance may also result in penalties as described in Section 4.02.08-Performance-Based Penalties.

4.02.07 Research Project Approval and Institutional Review Board Requirements

If applicable, any proposed research project under this Contract shall comply with 920 KAR 1:060, which provides for 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 45 CFR 46 and the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB) requirements. The CHFS project manager will provide all documentation and protocols for review and approval by the CHFS IRB. No research may begin until the IRB approves the project.

4.02.08 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 a penalty clause, this 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. 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 Agency determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the Agency shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the designated 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, the Agency may proceed to the additional remedies.

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 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 Cabinet, which may accept the plan as submitted, accept the plan with specified modifications, or 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 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.

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 deficiency. The Contractor shall request an extension of time in writing from the designated representative and state. The 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 - Cancellation of this Contract.

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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.

4.02.09 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 for this Contract, contact the Issuer identified on page 1.

4.02.10 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, communication, or technical support system. Such plans shall enable the Contractor to continue to meet all contractual requirements. 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 by the Contractor.

4.02.11 Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

When applicable, contractors that receive Personal Information, as defined by KRS 61.931, shall secure and protect the Personal Information by complying with all applicable requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931- KRS 61.934. 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/ociso/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.

The Contractor shall comply with the Commonwealth's policy on the use of Artificial Intelligence (AI).

4.03 Breach and Contract Termination

4.03.01 Remedies for Breach

In the event of a breach of contract by the Contractor, CHFS may pursue any remedy available to it under this Contract, KRS Chapter 45A, or by law. The remedies 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.

4.03.02 Transition/Turnover/Closure

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The Contractor shall give the Commonwealth at least thirty (30) days written notice of any insolvency, bankruptcy, dissolution, or the closure of business operations related to this Contract.

Upon receipt of the 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 transition to another Contractor or to perform the work in-house. The Contractor is responsible for the orderly transition of work and the accuracy of data in coordination with CHFS and any new Contractor.

Within three (3) business days of CHFS's determination to initiate transition activities, the Agency Contract Manager will provide written instructions to the Contractor regarding the required activities.

Activities may include, but are not limited to:

1. Submission of a detailed Transition Plan within three (3) business days of receipt of CHFS communication. Upon receipt, CHFS will review and, if acceptable, approve the Transition Plan within three (3) business days. If CHFS determines that the Transition Plan is missing necessary information, CHFS shall provide the Contractor with written instructions for the required information, and the Contractor shall amend the Transition Plan to include the necessary information.
2. If the Commonwealth determines the Contractor was providing necessary, direct public services, notification to any individual receiving such services of the non-renewal, termination, or closure of business operations, advising the individual of reasonable, alternative service options. Prior to distribution, the notification shall be sent to the Issuer for CHFS approval. The Contractor shall provide written certification to the Commonwealth once all individuals have been notified.
3. Deliver all documents, records, and appropriate reference materials, including data models and file documentation, by the date approved in the Transition Plan.
4. Deliver a final report on the status of contracted services. This report shall be provided to CHFS by the close of business on the date of termination.
5. Deliver a complete accounting report to CHFS within ninety (90) calendar days of the effective date of termination.
6. Provide reasonable and appropriate assistance to CHFS and its designee(s) regarding the contents of such documents and records submitted. This assistance shall be provided to CHFS for a minimum of ninety (90) calendar days following the effective date of termination.

The Contractor shall be responsible for paying any 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 agreed time frames in the Transition Plan.

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 reference the Award of Contract in commercial advertising in such a manner as to state or imply that the 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 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. Subject to any US laws, the trustee or debtor-in-possession shall not have the right to assume or assign this Contract unless:

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1. All defaults under this Contract are promptly cured;
2. The Commonwealth is promptly compensated for the monetary damages incurred as a result of such default; and
3. Adequate assurance of future performance, as determined by the Commonwealth, is provided.

4.04.03 Code of Ethics

The Contractor and all personnel who may provide services under this Contract or any subcontract with the Contractor shall abide by any applicable codes of ethics or conduct. Failure to do so may result in the immediate termination of the Contract.

4.04.04 Notices and Pamphlets

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

If applicable, the Contractor shall establish a procedure for the investigation, appeal, and disposition of complaints alleging misconduct in research projects funded by federal funds or Public Health Services research grants. Such policies and procedures shall comply with 42 CFR Part 93 and shall be made available, upon request, to CHFS. The Contractor shall immediately notify CHFS of any activity reported to the Contractor under this section.

4.04.06 Intellectual Property

Any formulae, methodology, or other reports and compilations of data provided by CHFS to the Contractor under 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 Business Associate Agreement

A Business Associate Agreement has been determined to be unnecessary for this Agreement.

SECTION 5 – FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all applicable provisions of 2 CFR Part 200, including Appendix II, Subpart D, Subpart E, Subpart F, and §200.332, as applicable to subrecipient agreements.

For purposes of this Section and all federal requirements incorporated herein, the Contractor shall be considered the “Subrecipient” as that term is defined in 2 CFR §200.1.

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 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 U.S. Department of Health and Human Services (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

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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 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. 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 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 Contractors/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 without prior written approval from the Agency.

5.00.05 Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, 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).

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(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:

(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 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.

5.00.07 Procurement of Recovered Materials

In accordance with 2 CFR 200.323, 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 February 2026

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 its 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 of 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.

8.0 Artificial Intelligence (AI)

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected

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to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

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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:

See following page(s) for signatures.

CHFS Department Review:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney

Date

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Bellevue Independent School District

Signature

Title

Printed Name

Date

Boone County Board of Education

Signature

Title

Printed Name

Date

Campbell County Board of Education

Signature

Title

Printed Name

Date

Covington Independent School District

Signature

Title

Printed Name

Date

Dayton Independent School District

Signature

Title

Printed Name

Date

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Erlanger-Elsmere Board of Education

Signature

Title

Printed Name

Date

Grant County Board of Education

Signature

Title

Printed Name

Date

Kenton County Board of Education

Signature

Title

Printed Name

Date

Ludlow Independent School District

Signature

Title

Printed Name

Date

Newport Independent School District

Signature

Title

Printed Name

Date

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Pendleton County Board of Education

Signature

Title

Printed Name

Date

Walton-Verona Independent School District

Signature

Title

Printed Name

Date

Williamstown Board of Education

Signature

Title

Printed Name

Date