

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-04**

**A RESOLUTION CONFIRMING THE MADISON COUNTY FISCAL COURT
TO SERVE AS THE APPLICANT AGENT FOR THE FY25 ASAP HARM
REDUCTION GRANT AND AUTHORIZING THE JUDGE EXECUTIVE
TO SIGN ON BEHALF OF THE COUNTY**

WHEREAS, the Madison County Agency for Substance Abuse Policy (ASAP) Board wishes to apply for the FY25 ASAP Harm Reduction Grant through the Kentucky ASAP; and

WHEREAS, the ASAP Board needs a local government to serve as its applicant agent; and

WHEREAS, the Fiscal Court finds it to be the public interest to continue to address our drug epidemic through education and awareness;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE TO SERVE AS THE APPLICANT AGENT AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO EXECUTE THE SAME ON BEHALF OF THE COUNTY.

Motion made by Hughes, seconded by Combs.

Vote:

Yes

No

Judge Executive Reagan Taylor

Magistrate James Brian Combs

Magistrate Stephen Lochmueller

Magistrate Billy Ray Hughes

Magistrate Tom Botkin

☒	☐
☒	☐
☒	☐
☒	☐
☒	☐

Signed:

R-Taylor
Reagan Taylor
Madison County Judge Executive

1-23-2024
Date

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

1-23-2024
Date

**Madison County ASAP Board
FY25 Harm Reduction Budget
July 1 2024 – June 30 2025**

Harm Reduction funds must be used for reducing individual and / or community-based negative consequences of substance use disorder. Harm Reduction is a bridge between active use and recovery, and seeks to engage people who are not yet connected with substance use disorder treatment services.

Line Item	Requested Amount
Narcan for EMS	\$ 6,500.00
Bus passes for outpatient tx	\$ 3,500.00
SPARK Overdose Outreach	\$ 6,500.00
Richmond Police Department outreach	\$ 3,500.00
	\$ 20,000.00

Narcan for EMS: A large portion of EMS' budget is spent on injectable Narcan, as the need for overdose reversals continues to rise. ASAP will reimburse for a portion of this expense. Madison County EMS started Kentucky's first Narcan leave-behind program, where EMS staff trains family members / friends on how to use Narcan, and provides resources for treatment and other supportive services. Research shows that this interaction can positively influence a person's willingness to seek help.

SPARK Ministries of Madison County overdose outreach: SPARK Ministries has an office on Main Street where anyone can drop in (Monday – Thursday, 10-5) to pick up Narcan, receive training on how to use it, and receive assistance with resources, including substance use treatment linkages. The program averages 80 interactions per week. Narcan is provided through KORE; ASAP funds will be used to provide additional educational materials, phone and internet service for community members to access services, and transportation to treatment. Funds will also be used for the annual Overdose Awareness rally in downtown Richmond.

Bus Passes for Outpatient Treatment: One barrier for someone contemplating outpatient treatment programs (including Intensive Outpatient, ongoing therapy, and medication for opiate-use disorder) is the continual difficulty in actually getting to the appointments. Some treatment programs require daily attendance. The bus service provided in both Richmond and Berea by Kentucky River Foothills can usually get a person within walking distance of the program they are attending, and most treatment programs are willing to work around the bus schedules. ASAP funds will be used to purchase \$1 passes for both Richmond and Berea, and will be signed out by agencies active in ASAP to distribute to patients who need this kind of assistance in order to have the best chance at success.

Richmond Police Department Outreach Program: The Richmond Police Department has recently hired a social services / outreach coordinator who actively provides services to people who are unhoused / unsheltered, many of whom are living with a substance use disorder. ASAP funds will be used to address various barriers to initiating treatment, including paying for an ID / birth certificate, transportation to out-of-county programs, purchasing pajamas and hygiene items for residential treatment stays, and other unexpected incidentals that come up when working with various treatment programs. (Officers have been paying for many of these expenses out of their own pockets.)



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

PON2 500 2400003137

Version: 1

Record Date:

Document Description: Madison County Local - HARM

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:Name: Felicia Biggerstaff
Phone: 502-564-8239
E-mail: Felicia.Biggerstaff@ky.gov**Vendor Name:**
MADISON COUNTY

PO Box 1120

RICHMOND KY 40476

Vendor No. KY0033983**Vendor Contact**Name: Melanie Johnson
Phone: 859-624-4702
Email: melanie.johnson@madisoncountyky.us**Effective From:** 07/01/2024**Effective To:** 06/30/2025

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Madison County Local - HARM	\$0.000000	\$20,000.00	\$20,000.00

Extended Description:

To establish an agreement for the Madison County Local KY-ASAP Board to support and provide opioid specific prevention/education, treatment services and enforcement initiatives for community members, first responders, law enforcement, hospitals, jails, social services, school nurses, school resource officers, youth, adult and senior populations, etc. in order to reduce the prevalence of alcohol, tobacco and other drugs.

Shipping Information:Justice Administration
125 Holmes St
State Office Building Annex, 1st Floor
Frankfort KY 40601**Billing Information:**Justice Administration
125 Holmes St
State Office Building Annex, 2nd Floor
Frankfort KY 40601**TOTAL CONTRACT AMOUNT:****\$20,000.00**

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Memorandum of Agreement Terms and Conditions
Revised March 2024

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Office of the Secretary, Office of Drug Control Policy ("the Commonwealth") and Madison County Fiscal Court ("the Contractor") to establish an agreement for the Madison County Local KY-ASAP Board to support and provide opioid specific prevention/education, treatment services and enforcement initiatives for the Madison County community, including but not limited to first responders, law enforcement, hospitals, jails, social services, school nurses, school resource officers, youth, adult and senior populations, in order to reduce the prevalence of opioids. The initial MOA is effective from July 1, 2024, through June 30, 2025.

Scope of Services:

In accordance with the provisions of the Kentucky Revised Statutes KRS 15A.150, 15A.340, 15A.342 and 15A.344; Kentucky Administrative Regulations 500 KAR 20:010 and 500 KAR 20:020; and on the basis of the approved application for ASAP-2025-Harm Reduction-Madison County Local-387, the Commonwealth hereby offers this MOA and award in the amount, and for the time specified, as set forth more fully herein.

I. Definitions

For the purposes of this MOA, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders.

1. "Application" means the 2025 Harm Reduction application completed by the KY-ASAP Local Board.
2. "Board personnel" means agents, employees, subcontractors, volunteers, or any other individuals or entities acting on behalf of the KY-ASAP Local Board.
3. "Fiscal agent" means the entity responsible for receiving and disbursing KY-ASAP Local Board funds on behalf of the KY-ASAP Local Board and ensuring that all funds are utilized in accordance with the approved Application.
4. "KY-ASAP" means the Kentucky Agency for Substance Abuse Policy within the Office of Drug Control Policy.
5. "KY-ASAP Local Board" means the Madison County Local KY-ASAP Board responsible for implementing the projects included in the Application as well as all the conditions in this MOA.
6. "Project" means the workplan described in each narrative section of the Application.
7. "Project activity" means action taken by the Contractor toward implementation of the project.

II. Materials Incorporated by Reference

1. Attachment A – Application.

III. Terms and Conditions

A. The Commonwealth shall:

1. Monitor the Contractor and the KY-ASAP Local Board.
2. Conduct project audits of the Contractor and the KY-ASAP Local Board at times mutually convenient to all parties.
3. Conduct periodic desk audits of the Contractor and the KY-ASAP Local Board to assess the progress towards completion of the project goals and objectives as deemed necessary by the Commonwealth.
4. Have sole discretion to determine whether expenditures claimed by the Contractor pursuant to this MOA are reasonable and in keeping with the purposes set out in this MOA.
5. Pay the Contractor as more fully set forth in the Pricing section herein.

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B. The Contractor shall:

1. Comply with the General Conditions contained in the Application.
2. Comply with all applicable federal, state, and local laws, regulations, and ordinances.
3. Comply with any modifications or additional requirements that may be imposed by law or future Commonwealth project guidance and clarification.
4. Complete the goals and objectives as set forth in the application within the specifically allotted time frames.
5. Review service delivery goals, objectives, and expenditures, and submit to the Commonwealth project reports and expenditures on a semi-annual basis.
6. Comply with the following Special Conditions:
 - 6.1. Projects shall be funded contingent upon the availability of funds designated for the project by the Commonwealth.
 - 6.2. This MOA may be terminated, fund payments discontinued, or other appropriate actions may be taken if, after notice and/or hearing as may be required by Commonwealth policies, applicable statutes or regulations, the Commonwealth finds a substantial failure to comply with: a) state or federal law; b) the provisions under which the application or award was made; c) applicable Commonwealth or other governing organizations' published regulations and policies, including the conditions set forth in this MOA.
 - 6.3. Unless otherwise specified in the Application, the Contractor shall require the KY-ASAP Local Board to commence project activities within sixty (60) days of the start date. If project activities have not been commenced within the sixty (60) day time period, the Contractor shall immediately provide written notification to the Commonwealth that details the steps taken to initiate the project, the reason(s) for delay, and assurances setting forth an expected starting time. If project activities have not commenced within ninety (90) days of the original start date, the Contractor shall immediately provide a second written notification to the Commonwealth explaining the implementation delay. If project activities have not commenced within ninety (90) days of the original start date, the Commonwealth, in its sole discretion, may cancel the project and redistribute the funds. The Commonwealth shall retain sole discretion to determine whether activities reasonably constitute project activities.
 - 6.4. The Contractor shall use funds received pursuant to this MOA to supplement existing funds for project activities and shall not replace funds that have been previously appropriated or allocated for the same purpose.
 - 6.5. Each award shall be accounted for separately and funds specifically budgeted and/or received for one project may not be used to support another project. Commingling of funds shall be prohibited.
 - 6.6. The Contractor shall promptly report to the Commonwealth any potential fraud, waste and abuse, and similar misconduct regarding the funds disbursed pursuant to this MOA.
 - 6.7. All income generated as a direct result of this MOA shall be deemed project income and reported to the Commonwealth. Prior approval of the Commonwealth shall be required for any expenditures of project income.
 - 6.8. The Contractor shall maintain an adequate accounting system that allows it to maintain documentation to support all receipts and expenditures of awarded funds.
 - 6.9. Any materials (written, visual, sound) resulting from project activities shall contain an acknowledgement of support through the use of the following or comparable footnote:
 - 6.9.1. "This project was supported by funds awarded through the Commonwealth of Kentucky and KY-ASAP. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Commonwealth of Kentucky and KY- ASAP."
 - 6.10. Only expenditures approved by the Commonwealth as part of the application may be made.
 - 6.10.1. If a change occurs during the term of this MOA, the Contractor shall require that the KY-ASAP Local Board update the application by e-mailing the State KY-ASAP Program Manager. Examples of changes are: budget modifications, board member changes, board officer changes, and any change to board by-laws.
 - 6.10.2. Once the formal request to make a change has been approved, the State KY-ASAP Office shall reopen the application (located at www.kyjusticegms.com), update the changes on the appropriate pages, and submit those changes.
 - 6.10.3. If expenditures are used for any purpose not approved as part of the application, the Commonwealth may, at its discretion, rescind the funds provided pursuant to this MOA in full and provide them to another party.
 - 6.11. Contractor shall require that Semi-Annual Reports be submitted by the KY-ASAP Local Board to the Commonwealth.

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- 6.11.1. Semi-Annual Reports shall show progress has been made in implementing the project and that expenditures of funds have been made according to the project's timeline. If no progress is shown, the Commonwealth, at its discretion, may cancel the project and redistribute the funds.
- 6.11.2. Semi-Annual Reports shall be filed with KY-ASAP on January 15, 2025 and July 15, 2025 – or as announced by the State KY-ASAP Office.
- 6.12. If the Contractor provides funding for other agencies, it shall require that the KY-ASAP Local Board requires those agencies to submit post-activity reports as well as receipts and invoices where applicable. The Contractor shall further require that the KY-ASAP Local Board keep all post-activity reports, receipts, and invoices in the KY-ASAP Local Board's files, which shall be available for inspection upon notice by the Commonwealth.
- 6.13. The Contractor and KY-ASAP Local Board shall be subject to audits and inspections of disbursed funds.
 - 6.13.1. The Contractor shall maintain receipts and invoices for all expenditures and keep them available for inspection upon notice.
 - 6.13.2. The Contractor shall require that the KY-ASAP Local Board maintains receipts and invoices for all expenditures and keep them available for inspection upon notice.
 - 6.13.3. The Commonwealth may withhold funds or impose other related requirements if it determines that the Contractor or KY-ASAP Local Board did not satisfactorily and promptly address outstanding issues identified from audits.
- 6.14. The Contractor shall require that the KY-ASAP Local Board holds regular meetings in accordance with their written bylaws. Electronic copies of meeting minutes and attendance records shall be kept and filed as a part of the semi-annual reporting process.
- 6.15. The Contractor shall require that the KY-ASAP Local Board agrees that all funds will be expended, and all project activities completed, as stated in the application (or modified budget) by June 30, 2025.
- 6.16. In the event the funds disbursed pursuant to this MOA are utilized for any purpose other than as stated in the application (or modified budget), the funds shall be automatically rescinded in full, become the property of the Commonwealth, and may be disbursed to a third party.
7. The Contractor shall cooperate with any monitoring or audit by the Commonwealth or KY-ASAP.
 - 7.1. The Contractor shall not require the Commonwealth or KY-ASAP to sign, or consent to, an additional, supplemental, or modified, agreement including but not limited to a confidentiality or licensing agreement, prior to any audit, inspection, or access to any Contractor records.
 - 7.2. The Contractor shall prohibit the KY-ASAP Local Board from requiring the Commonwealth or KY-ASAP to sign, or consent to, an additional, supplemental, or modified, agreement including but not limited to a confidentiality or licensing agreement, prior to any audit, inspection, or access to any Contractor records.
8. The Contractor shall be responsible for fulfillment of the terms of this MOA whether or not subcontractors are used.
9. The Contractor shall require the KY-ASAP Local Board to have and maintain in effect during the term of this MOA all permits, certifications, and licenses required by state, local, or federal law for the performance of project activities pursuant to this MOA.
10. The Contractor shall require the KY-ASAP Local Board to procure and maintain in effect during the term of this MOA all insurance coverages and amounts required by law regarding the project activities performed pursuant to this MOA together with such other insurance of the types and amounts necessary to cover risks inherent in the work being performed by the KY-ASAP Local Board or board personnel.
11. The Contractor shall require the KY-ASAP Local Board and board personnel to comply with all applicable provisions of this MOA, including but not limited to, data confidentiality requirements.
12. The Contractor shall comply with all applicable Commonwealth Office of Technology (COT) policies and procedures, including but not limited to:
 - 12.1. Kentucky Information Technology Standards (KITS) (<http://technology.ky.gov/Governance/Pages/KITS.aspx> or its successor);
 - 12.2. Enterprise Security Policies (<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx> or its successor);
 - 12.3. Enterprise Policies (<http://technology.ky.gov/policy/pages/policies.aspx> or its successor); and
 - 12.4. Enterprise IT Policies (<http://finance.ky.gov/services/policies/Pages/default.aspx> or its successor).
 - 12.5. The Contractor's duty to comply with these COT policies and procedures shall survive the expiration or termination of this MOA for as long as the Contractor possesses or

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controls any Commonwealth data (or operates any software owned by, or licensed to, the Commonwealth) and shall bind the Contractor and her legal representatives, heirs and assigns.

IV. Additional Terms and Conditions

1. The Contractor shall serve as Fiscal Agent for KY-ASAP Local Board.
 - 1.1. The Contractor affirms that it has authority to act on behalf of, and to bind, the KY-ASAP Local Board in all matters pertinent to, or arising from, this MOA.
2. To the extent permitted by law, the Contractor as the fiscal agent for the KY-ASAP Local Board, shall indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) goods tendered and services rendered by the Contractor or KY-ASAP Local Board in connection with performance of this MOA; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor or KY-ASAP Local Board, its officers, or employees in the performance of this PSC; (3) the Contractor's or KY-ASAP Local Board's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's or KY-ASAP Local Board's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the contract in a manner not authorized by the contract, or by federal or Commonwealth regulations or statutes (5) the Contractor's or KY-ASAP Local Board's employment practices during the term of this PSC; and (6) any failure of the Contractor or KY-ASAP Local Board, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
3. Except where necessary in the performance of the responsibilities set forth in this MOA, the confidentiality of Commonwealth data shall be maintained and shall not be disclosed, distributed, divulged, published, or released without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. Commonwealth data solely shall be received for the purposes of this MOA, and receipt of Commonwealth data in no way creates any ownership interest in Commonwealth data, unless expressly provided otherwise within the terms and conditions of this MOA.
 - 3.1. For purposes of this MOA, "Commonwealth data" shall mean any data or information, regardless of form or characteristic, collected, received, or obtained by the Contractor or KY-ASAP Local Board pursuant to this MOA, including but not limited to, information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
 - 3.2. The Contractor and KY-ASAP Local Board shall implement reasonable measures, at least as protective as the Contractor uses to safeguard their own confidential information, to prevent unauthorized access to, or accidental disclosure of, Commonwealth data.
 - 3.3. Commonwealth data is the property of the Commonwealth. In order for the Commonwealth to maintain control and integrity of its records, the Contractor and KY-ASAP Local Board agree that any Kentucky Open Records Act request, Freedom of Information Act request, or other request seeking access to Commonwealth data will be reported and forwarded to the Commonwealth within two business days. The Contractor shall notify the requester: (1) that the Contractor or KY-ASAP Local Board is not authorized to accept such requests; (2) that the Commonwealth is the sole entity authorized to accept such requests; and (3) the point of contact for such requests.
 - 3.4. The Contractor and KY-ASAP Local Board shall ensure that any access to Commonwealth data by employees is limited to only those employees with a necessary and essential purpose to fulfill the terms and conditions of this MOA.
 - 3.4.1. For purposes of this MOA, "employees" shall mean agents, employees, subcontractors, volunteers, or any other individuals or entities acting on behalf of the Contractor or KY-ASAP Local Board.
 - 3.5. The Contractor and KY-ASAP Local Board shall not utilize Commonwealth data for the benefit of the Contractor or third parties except as expressly authorized by this MOA.
 - 3.6. These data confidentiality requirements set forth herein survive the expiration or termination of this MOA and bind the Contractor and KY-ASAP Local Board, and their legal representatives, heirs and assigns.
4. The descriptive headings in this MOA are inserted for convenience only and shall not control or affect the meaning or construction of any of the terms and conditions within this MOA or any materials incorporated by reference into this MOA.

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5. No change, waiver, or discharge of any liability or obligation under this MOA on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
6. The Contractor shall require that all contractor employees comply with all applicable provisions of this MOA, including but not limited to data confidentiality requirements.
7. The Contractor shall implement all applicable federal, state, and local requirements and advisories pertaining to any public health emergency when providing services pursuant to this MOA.
8. Upon written request of the Commonwealth, the Contractor shall perform services by remote communications technology where feasible and as needed to comply with applicable federal, state, and local requirements and advisories pertaining to any public health emergency.
9. Each party shall provide a contact to resolve any issues related to this MOA and promptly update the contact information as necessary.
10. Except as otherwise required by law or expressly provided herein, all notices, requests, or other communications pertaining to this MOA will be made in writing either: (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mail or (d) by nationally recognized express courier service. The notice, request, or other communication will be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party it is sent to if by United States mail or express courier service; provided, however, that if a notice, request, or other communication is not received during regular business hours, it will be deemed to be received on the next succeeding business day.
11. Nothing in this MOA shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.
12. No party shall assign and/or subcontract its respective rights or obligations under this MOA without prior written consent of the other party. Any purported assignment, subcontract, or delegation in violation of this MOA shall be void *ab initio*.
13. The terms and conditions of this MOA may only be amended by mutual written consent of both parties.
14. If any term or provision or any part of this MOA is declared invalid or unenforceable, the remainder of this MOA shall not be affected, and each term and provision of this MOA shall be valid and enforceable to the fullest extent permitted by the law.
15. This MOA shall be subject to the laws of the Commonwealth of Kentucky and where applicable federal law. Any litigation with respect to this MOA shall be brought in in the Franklin Circuit Court in Franklin County, Kentucky. Each Party hereby consents to the jurisdiction and venue of such courts and waives all objections as to forum non convenience or similar doctrine.
16. This MOA is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this MOA.

V. Pricing

The Commonwealth shall

1. Pay the Contractor \$20,000 for project activities in accordance with the following schedule:
 - 1.1. \$10,000 of unexpended Harm Reduction funds remaining from the fiscal year 2023 award, based on the approved application ASAP-2023-Harm Reduction-Madison County-00076, any Commonwealth approved modifications thereto, and as reported in the fiscal year 2025 harm reduction application, shall carry forward to the fiscal year 2025 award, to be utilized for the purpose of this award, and documented in the same manner as all funds disbursed under the this MOA.
 - 1.2. \$5,000 within the 1st quarter of fiscal year 2025.
 - 1.3. \$5,000 within the 3rd quarter of fiscal year 2025.
2. Payments to the Contractor shall not be made prior to the Commonwealth's receipt of required reports and determination by the Commonwealth that the project activities are reasonable and in keeping with the purposes set out in this MOA.

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**Memorandum of Agreement Standard Terms and Conditions
Revised January 2023**

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 vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 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.

4.00 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

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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.

5.00 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.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "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).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

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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.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

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available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

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with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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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.

1st Party:

Mona S. Womack

Mona S. Womack (Apr 10, 2024 11:03 EDT)

Signature

Deputy Secretary

Title

Mona S. Womack

Printed Name

Date

2nd Party:

R. - 30 -

Madison County Fiscal Court as
fiscal agent for Madison County
Local KY-ASAP Board

Judge Executive

Title

Judge Reagan Taylor

Printed Name

4/10/2024

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Nathan Goens

Attorney Signature

04/11/24

Date

Nathan Goens

Printed Name

Madison County Local KY-ASAP Board - Madison County Fiscal Court (contractor) - PON2_500_2400003137 - 2025 Harm Reduction

Final Audit Report

2024-04-11

Created:	2024-04-10
By:	Felicia Biggerstaff (felicia.biggerstaff@ky.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOhBUqdn3-0CGwjNqVMDVsBKeETfuU6_T

"Madison County Local KY-ASAP Board - Madison County Fiscal Court (contractor) - PON2_500_2400003137 - 2025 Harm Reduction" History

-  Document created by Felicia Biggerstaff (felicia.biggerstaff@ky.gov)
2024-04-10 - 2:57:15 PM GMT- IP address: 205.204.186.53
-  Document emailed to mona.womack@ky.gov for signature
2024-04-10 - 2:57:52 PM GMT
-  Email viewed by mona.womack@ky.gov
2024-04-10 - 3:03:31 PM GMT- IP address: 205.204.186.1
-  Signer mona.womack@ky.gov entered name at signing as Mona S. Womack
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-  Document e-signed by Mona S. Womack (mona.womack@ky.gov)
Signature Date: 2024-04-10 - 3:03:55 PM GMT - Time Source: server- IP address: 205.204.186.1
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-  Signer nathan.goens@ky.gov entered name at signing as Nathan Goens
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Document e-signed by Nathan Goens (nathan.goens@ky.gov)

Signature Date: 2024-04-11 - 4:11:06 PM GMT - Time Source: server- IP address: 205.204.186.1



Agreement completed.

2024-04-11 - 4:11:06 PM GMT



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