

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2026-035**

**A RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT (MOA) FOR
THE MADISON COUNTY FISCAL COURT INTERVENTION PROGRAM
THROUGH A SUBCONTRACT WITH HOPE'S WINGS, INC.**

WHEREAS, the Madison County Fiscal Court is committed to supporting the efforts of Hope's Wings, Inc. to empower victims of domestic violence to make safe and permanent changes through support, understanding, education, and awareness; and

WHEREAS, the Madison County Fiscal Court finds it to be the public interest to continue to provide an Intervention Program through a subcontract with Hope's Wings, Inc. to improve the lives of women and children who are victims of abuse in Madison County; and

WHEREAS, Hope's Wings, Inc. shall ensure victims who are in crisis receive provided crisis intervention services. These services may include, but are not limited to, safe shelter/housing, providing food or clothing, mental health counseling (provided by a contracted mental health provider or a community partnership with Comprehensive Care) for the victim and/or her child(ren), and support groups;

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

Motion made by Hayden, seconded by Combs.

Vote:	YES	NO	ABSTAIN	ABSENT
Magistrate James Brian Combs	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Magistrate Stephen Lochmueller	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Magistrate Billy Ray Hughes	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Judge/Executive Reagan Taylor	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Signed:

Reagan Taylor
Madison County Judge/Executive

5-12-2026
Date

Attested:

Kenny Barger
Madison County Clerk

5-12-2026
Date



Andy Beshear
GOVERNOR

**CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR COMMUNITY BASED SERVICES**

275 East Main Street, 3 W-B
Frankfort, Kentucky 406 21
Phone: (502) 564-2244

Steven Stack, MD
SECRETARY

Lesa Dennis
COMMISSIONER

May 29, 2026

Madison County
Susan Sgro
PO Box 1120
Richmond, KY 40476

Subject: Notification of Contract Reduction – PON2 736 26*2697

We appreciate the services and support Madison County has provided to the Department for Community Based Services. We value the partnership your team has demonstrated throughout our engagement.

The 2026-2028 Executive Branch Biennial Budget enacted by the Kentucky General Assembly contains substantial funding reductions impacting Executive Branch programs and operations. The Governor and his administration repeatedly warned the General Assembly about the painful impacts that would be felt by the cruel and senseless budget cuts, yet no action was taken by the legislature. Unfortunately, due to these funding reductions, Department for Community Based Services must make difficult decisions regarding contracted services to align expenses with the funding provided. As a result, Department for Community Based Services must reduce funding allocated to numerous contracts, including the agreement with your organization.

Effective July 1, 2026, the contract budget for Crisis Intervention Services will be reduced to \$96,000 for SFY 27 and \$93,000 for SFY 28. In anticipation of these changes, we ask that your team reach out to Department for Community Based Services within 14 calendar days upon receipt of this notice to review the impact of this reduction and determine any necessary adjustments to the scope of work or deliverables.

We appreciate the challenges budget reductions can create and thank you for your cooperation as we work through these fiscal limitations.

We are grateful for the work you do to improve the lives and health of Kentuckians and regret the actions taken by the General Assembly, which make this a necessary step.

Should you have questions regarding this notice, please contact Lesa Dennis.

Respectfully,

Lesa Dennis



Lesia Dennis
Commissioner
Department for Community Based Services
275 E. Main St.
Frankfort, KY 40621

cc: Wesley Duke
ar@madisoncountky.gov



Commonwealth of Kentucky

CONTRACT

Document Number: PON2 736 2600002697 **Version:** 1

Record Date:

Document Description: Crisis Intervention Services (C6556)

Cited Authority: FAP111-44-00NP
Memorandum of Agreement - Non Profit 501 (c) 3

Reason for Modification:

Issuer Contact:

Name: Jessica Myers
Phone: 502-564-2054
E-mail: jessica.myers@ky.gov

Vendor Name:	Vendor No.	KY0033983
MADISON COUNTY	Vendor Contact	
	Name:	Susan Sgro
PO Box 1120	Phone:	859-624-4702
RICHMOND	E-mail:	ar@madisoncountky.gov
KY 40476		

RT

Shipping Information:

Billing Information:

CHFS - Community Based Services, Commissioner's Office
275 E Main Street 3W-A

Frankfort KY 40621

Effective From: 07/01/2026

Effective To: 06/30/2028

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Intervention Program FY 27	\$0.000000	\$100,000.00	\$100,000.00

Extended Description:

Madison Fiscal Court shall provide an Intervention Program, through a subcontract with Hope's Wings, Inc., to improve the lives of women and children who are victims of abuse. Hope's Wings, Inc. shall ensure victims who are in crisis receive provided crisis intervention services. These services may include, but are not limited to, safe shelter/housing, providing food or clothing, mental health counseling (provided by a contracted mental health provider or a community partnership with Comprehensive Care) for the victim and/or her child(ren), and support groups.

100% Agency Funds.

Agency Contact
David Gutierrez
David.Gutierrez@ky.gov

Vendor Contact

Susan Sgro
ar@madisoncountky.gov

Effective From: 07/01/2026 **Effective To:** 06/30/2028

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		Intervention Program FY 28	\$0.000000	\$100,000.00	\$100,000.00

Extended Description:
100% Agency Funds.

TOTAL CONTRACT AMOUNT	\$200,000.00
------------------------------	---------------------

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 3
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

Memorandum of Agreement Terms and Conditions

Exemption (501c3) (PON2)

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 Community Based Services (“the Commonwealth”) with Madison County (“the Contractor”). The initial MOA is effective from 07/01/2026 through 06/30/2028.

SECTION 1 – ADMINISTRATIVE OVERVIEW

1.00 Purpose and Background

Madison Fiscal Court shall provide an Intervention Program through a subcontract with Hope’s Wings, Inc., to improve the lives of women and children who are victims of abuse. Hope’s Wings, Inc. shall ensure victims who are in crisis receive provided crisis intervention services. These services may include, but are not limited to, safe shelter/housing, providing food or clothing, mental health counseling (provided by a contracted mental health provider or a community partnership with Comprehensive Care) for the victim and/or her child(ren), and support groups. These classes are designed to give parents tools to make good parenting decisions and to give them skills to use non-violent methods in raising their children. HB 303 FCCR Line Item 10 - General Funds have been appropriated each fiscal year for early intervention services for Madison County Fiscal Court.

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 - Cabinet for Health and Family Services
- 2. DCBS - Department for Community Based Services
- 3. DPP - Division of Protection and Permanency

SECTION 2 – SCOPE OF SERVICES

2.00 Services Required

Madison County Fiscal Court, through a subcontract with Hope’s Wings, Inc. shall:

- 1. Help improve the lives of women and children who are victims of abuse by offering early intervention services.
- 2. Work with victims who are in crisis by providing crisis intervention services. These services may include, but are not limited to:
 - a. Safe shelter/housing;
 - b. Providing food and/or clothing;
 - c. Mental health counseling (counseling provided by a contracted mental health provider or a community partnership with Comprehensive Care) for the victim and/or her child(ren);

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 4
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

d. Support groups.

3. Continue to work with victims, once crisis intervention is complete, by providing parenting classes and support groups.

4. Work with the Hands Program, First Steps, Head Start/Early Head Start, and Bluegrass Early Care Program to encourage parents to have their children assessed to promote a healthy cognitive start for their children.

2.01 Deliverables

Madison County services shall include, but are not limited to:

1. Safe shelter/housing;
2. Providing food and/or clothing;
3. Mental health counseling (counseling provided by a contracted mental health provider or a community partnership with Comprehensive Care) for the victim and/or her child(ren);
4. Support groups.

2.02 Reporting Requirements

Madison County Fiscal Court shall prepare and submit an annual report summarizing the services and activities performed under this contract. The written Program Report shall be submitted to the Division of Protection and Permanency by August 15, 2026 for the first year of the contract and by August 15, 2027 for the final year of the contract. All Reports shall be submitted by the dates above via hard copy to:

Cabinet for Health and Family Services Department for Community Based Services Division of Protect and Permanency

Attn: Division of Protection and Permanency Branch Manager 275 East Main Street, 3E-A Frankfort, KY 40621

With a copy sent electronically to: DCBS.Contracts@ky.gov

2.03 Subcontractors

Before engaging or replacing a Subcontractor, the Contractor will notify CHFS and provide information regarding the proposed Subcontractor, including but not limited to the proposed Subcontractor's relevant qualifications, experience, and key personnel. CHFS reserves the right to approve or disapprove any proposed Subcontractor. The Contractor shall be solely responsible for the performance of the entire Contract, whether or not subcontractors are used.

Department for Community Based Services has approved the following Subcontractors for this agreement:

Hands Program, First Steps, Head Start/Early Head Start, Bluegrass Early Care Program

2.03.01 Responsibility for Subcontractor Contract Requirements

All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors. The Contractor's contract with any Subcontractor related to this Contract shall specify that all requirements of this Contract are applicable and binding on the Subcontractor. If requested, the Subcontractor must provide the Contractor and CHFS documentation of compliance with this Contract.

When possible, the Contractor will comply with 2 CFR Part 200.321 when selecting Subcontractors.

2.03.02 Subcontractor Monitoring Requirements

The Contractor shall monitor Subcontractors for compliance with this Contract and the specific provisions of the Contractor's contract with the Subcontractor.

2.04 Equipment

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 5
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

Per the Code of Federal Regulations 2 CFR 200.313(d)(2) a physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

The contractor will be responsible for cooperating with DCBS to complete this physical inventory. This could include, but not limited to, having telecommute and satellite employees bring their equipment to the main office when the inventory is being conducted.

The contractor is responsible for maintaining an inventory tracking log of all equipment (regardless of acquisition price) purchased with funds from this contract. The inventory log must include all of the following information:

1. Description of the Property
2. Serial Number and/or CHFS Property Tag Number
3. Source of Funding for the Property (including FAIN for Federal Awards)
4. Who the property is assigned to
5. The acquisition date of the property
6. The cost of the property at purchase
7. Percentage of federal funds used to acquire the property
8. Location of the property
9. Use and condition of the property
10. Any disposition data for property disposed of during the contract cycle

DCBS will send out letters in December notifying contractors that this inventory log will be due by February 1st of each contract cycle year. Contractors will be required to sign a declaration form declaring that inventory reported was correct to the best of their knowledge. Contractors will also need to review the "Contractor Inventory Tracking Guide" that will be sent out with the letter in December and declare on the declaration form that they have reviewed it.

The physical inventory and Inventory Training Declaration signed form will need to be returned to:

DCBS Property Office

Cabinet for Health and Family Services

Department for Community Based Services

Division of Administration and Financial Management

275 East Main Street, #W-C

Frankfort, KY 40621

Per the Code of Federal Regulations 2 CFR 200.313(d)(4) adequate maintenance procedures must be developed to keep the property purchased with contract funds in good condition. Contractors will be required to keep a maintenance log of all maintenance performed on equipment purchased with contract funds. This log shall include the following information:

1. Dates of oiling and cleanings
2. Detection of troubles or malfunctions
3. Nature and costs of repairs
4. Parts replaced and cost

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 6
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

Per the Code of Federal Regulations 2 CFR 200.313(d)(3) a control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property purchased with contract funds. Contractors will be required to have policies in place for equipment purchased with contract funds that will prevent the loss, theft, and/or damage of the property. Contractors should ensure that all staff using equipment purchased with contract funds are aware of these safeguards.

2.05 CHFS/Department for Community Based Services Responsibilities

CHFS shall:

1. Providing technical assistance for successful completion of the tasks outlined in this contract.
2. Completing periodic evaluations of the program to assess progress toward completion of goals.
3. Providing invoice forms and instructions to complete the contract requirements.
4. Assuring that all policy decisions, changes, interpretations, and reinterpretations affecting this contract are distributed promptly to Madison County Fiscal Court.

2.06 Monitoring Requirements

Programmatic activities will be monitored by DCBS.

2.07 Information Technology Requirements

Electronic Health Record Technology Incentive Program - The Vendor shall comply with all applicable provisions of 42 CFR 495.

SECTION 3 – PRICING/INVOICING

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

1. Quarterly payments (October, January, April and within 30 days of end of contract period) shall be conditioned upon receipt of appropriate, accurate, and acceptable invoice for cost reimbursement, in a form prescribed and approved by DCBS. The fees and expenses relative to the performance of the services outlines in the contract shall not exceed the amount as approved in the contract.
2. Travel expenses shall be itemized and include ALL travel costs associated for staff to meet service delivery. Out-of-state travel shall be requested and have prior approval from the Cabinet. Travel expenses shall be submitted with monthly invoice. All travel shall be in accordance with state travel regulations.

Regulations found: <http://finance.ky.gov/services/statewideacct/Pages/travel.aspx>

These invoices are to be completed in a manner prescribed by the Cabinet and submitted to the following address:

Cabinet for Health and Family Services Department for Community Based Services

Division of Administration and Financial Management 275 E. Main Street, 3W-B

Frankfort, KY 40621

Payment is conditioned upon receipt of appropriate, accurate, and timely invoices. Invoices for payment shall be submitted electronically to dcbs.contracts@ky.gov. The Contractor shall submit monthly invoices. Invoices must be submitted no later than thirty (30) calendar days after completion of the service period.

The invoice must include at a minimum:

1. Contractor's name and address.
2. Document number that invoice(s) are using for funding.
3. Clearly listed dates of service (from and to).

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 7
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

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 – INSURANCE REQUIREMENTS

**** Proof of all required insurances should be provided prior to award.****

A Certificate of Insurance (COI) on an ACORD form is required unless approved by the Commonwealth's Office of the Controller.

A. Required Coverage

The awarded vendor(s) shall be responsible for maintaining, and not reducing, the following insurance coverages, types, and limits of liability. Further awarded vendor shall be able to produce evidence of insurance in compliance with part C of this section through the entire contract:

Commercial General Liability Insurance in accordance with minimum limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The Commonwealth, in the Request for Solicitation, may require higher limits depending on the type of solicitation.

B. Additional Types of Insurance

(*The Commonwealth reserves the right to require higher coverage amounts if needed based on the type of contract and associated risk).

1. Automobile Liability Insurance (If Applicable)

Automobile Liability Insurance is required for delivery, onsite training, services or events in all situations where the Contractor must drive to any property where Commonwealth operations occur. With regard to delivery, if the items requested in this solicitation will be delivered by the awarded Contractor or Subcontractor, proof of Automobile Liability Insurance must be provided prior to award. *If items will be delivered by common courier (USPS, FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.*

The Contractor or Subcontractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Contractor or Subcontractor. Said policy of insurance to have a minimum coverage limit of \$1,000,000.00 per occurrence combined single limit for bodily injury, including death, and property damage.

This requirement does not apply if the Contractor does not own, lease, or hire any automobiles to be used in connection with performance under any Contract resulting from this Solicitation.

2. Professional Liability Insurance (If Applicable)

Professional Liability (Error & Omissions) Insurance shall be required for all professional services performed by licensed or certificated individuals or individuals working on behalf of licensed or certificated individuals. The required Professional Liability Insurance shall have a minimum limit of liability of \$1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services.

C. Evidence of Insurance Coverage

The successful bidder shall provide evidence of insurance coverage as required. Failure to do so shall constitute a material breach of this Contract and may result in immediate cancellation of the Contract.

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 8
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

For all required insurance coverages, during the course of the Contract, the awarded vendor shall not be self-insured or utilize a Captive Insurer or a fronting policy that shifts risk back to the awarded vendor without prior written approval by the Office of the Controller of the Commonwealth.

Further, the awarded vendor shall not utilize an insurer or similar entity not in good standing with the Insurance Commissioner to fulfill the insurance requirements of the contract without prior written approval by the Office of the Controller of the Commonwealth.

Such approvals may require additional financial review, proof of funds, or bonding requirements sufficient for the risk associated with the services covered by the Contract, and approval or rejection is within the sole discretion of the Commonwealth's Office of the Controller.

Contractor shall furnish the Certificate of Insurance prior to award and shall, upon request of the Commonwealth at any time during the contract term, provide a current, valid Certificate of Insurance.

Contractor and/or its insurer shall provide immediate notice of nonrenewal or cancellation of coverage during the course of the Contract.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency, shall be in compliance with the laws of the Commonwealth of Kentucky, and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the bid being deemed non-responsive. A list of authorized companies can be found at <https://insurance.ky.gov/ppc/Company/Default.aspx>.

The certificate holder shall be listed as:

Cabinet for Health and Family Services

275 E. Main Street 4E-C

Frankfort, KY 40601

Attn: Jessica Myers

Endorsement of Additional Insured. Certificate of Insurance must contain the following language in the Description of Operations box:

"The Commonwealth and its agents are Additional Insureds for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis."

A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.

D. Subcontractors

If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

1. The primary Contractor's Certificate of Insurance must identify coverage that meets or exceeds the insurance requirements defined in this contract and that covers Subcontractor and its work in support of the Contract or the Subcontractor must submit and maintain a Certificate of Insurance that also meets or exceeds the insurance requirements of the Primary Contractor defined in this contract, with an Additional Insured Endorsement.
2. Procuring Agency reserves the right to request copies of all Subcontractor's Certificate(s) of Insurance at any time.

E. 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

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 9
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

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.

SECTION 5 – CHFS GENERAL TERMS AND CONDITIONS

Incorporated by Reference

Finance & Administration Cabinet Policy FAP 111-44-00

Memorandum of Agreement

5.00 Memorandum of Agreement Standard Terms and Conditions

5.00.01 Contract Components and 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.

5.00.02 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.

5.01 General Provisions

5.01.01 Headings

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 10
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

The section headings in this Contract are for reference and convenience only, and shall not affect the interpretation or legal effect of this Contract.

5.01.02 Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all contractual communications are to be made to the Agency Contact.

5.01.03 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.

5.01.04 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.

5.01.05 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.

5.01.06 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.

5.01.07 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. 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.

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 11
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

5.01.08 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.

5.01.09 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.

5.01.10 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.

5.01.11 CHFS Discrimination Prohibited

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.

5.01.12 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.

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 12
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

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.

5.02 Contract Performance

5.02.01 Service Delivery Requirements

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

5.02.02 Total Amount of Funds and Budget Revisions

CHFS shall have the right to recoup 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 as possible before the end of this Contract.

5.02.03 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.

5.02.04 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 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

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 13
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

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.

5.02.05 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).

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

5.02.07 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.

5.02.08 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

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 14
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

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.

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 the Contractor.

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

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

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

5.02.09 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.

5.02.10 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.

5.02.11 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:

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 15
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

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).

5.03 Breach and Contract Termination

5.03.01 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.

5.03.02 Transition/Turnover/Closure

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.

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 16
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

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.

5.03.03 Disputes

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

5.04 Miscellaneous Provisions

5.04.01 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.

5.04.02 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:

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.

5.04.03 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.

5.04.04 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.

5.04.05 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.

5.04.06 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

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 17
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

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.

5.04.07 Business Associate Agreement

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

SECTION 6 – 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.

6.00 Certain Provisions Contained Within 2 CFR, Part 200, Appendix II

6.00.01 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.

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

In accordance with Federal Acquisition Regulation 52.209-5, 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the Contractor 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.

6.00.03 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.

6.00.04 Equipment

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 18
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

For reimbursement-type contracts, the Contractor shall not purchase equipment or property with contract funds without prior written approval from the Agency.

6.00.05 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).
 - (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.

6.00.06 Domestic Preferences for Procurements

In accordance with 2 CFR § 200.322:

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.

6.00.07 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.

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 19
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

MOA/PSC Exception Standard Terms and Conditions

Revised February 2026

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor and/or subrecipient, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 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 and/or subrecipient'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 LRC Policies

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract,

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 20
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 Cancellation

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 and/or subrecipient by registered or certified mail.

5.00 Funding Out Provision

The state agency may terminate this contract 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 contract. The state agency shall provide the Contractor and/or subrecipient thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

6.00 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.

7.00 Authorized to do Business in Kentucky

This section does not apply to governmental or quasi-governmental entities.

The Contractor and/or subrecipient affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor and/or subrecipient shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 21
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

8.00 Invoices for fees

This section does not apply to governmental or quasi-governmental entities.

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

9.00 Travel expenses, if authorized

This section does not apply to governmental or quasi-governmental entities.

The Contractor and/or subrecipient shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor and/or subrecipient shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

10.00 Other expenses, if authorized herein

This section does not apply to governmental or quasi-governmental entities.

The Contractor and/or subrecipient shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor and/or subrecipient of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor and/or subrecipient shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Purchasing and specifications

This section does not apply to governmental or quasi-governmental entities.

The Contractor and/or subrecipient certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

12.00 Conflict-of-interest laws and principles

This section does not apply to governmental or quasi-governmental entities.

The Contractor and/or subrecipient certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 22
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

13.00 Campaign finance

This section does not apply to governmental or quasi-governmental entities.

The Contractor and/or subrecipient certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor and/or subrecipient further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

14.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor and/or subrecipient 's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor and/or subrecipient, 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 and/or subrecipient 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).

15.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

16.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and/or subrecipient and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor and/or subrecipient 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.

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 23
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

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

To comply with KRS 45A.485, the Contractor and/or subrecipient 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 and/or subrecipient 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 and/or subrecipient 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.

17.00 Nondiscrimination

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 and/or subrecipient shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor and/or subrecipient agrees as follows:

- (a) The Contractor and/or subrecipient 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 and/or subrecipient 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 and/or subrecipient shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor and/or subrecipient 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 and/or subrecipient shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor and/or subrecipient shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 24
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

other contract or understanding advising the said labor union or workers' representative of the Contractor and/or subrecipient's commitments under this nondiscrimination clause.

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

Each Contractor and/or subrecipient 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.

18.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor and/or subrecipient represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)

[KRS Chapter 139](#) (SALES AND USE TAXES)

[KRS Chapter 141](#) (INCOME TAXES)

[KRS Chapter 337](#) (WAGES AND HOURS)

[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)

[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

If applicable, the contractor and/or subrecipient represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor and/or subrecipient verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

Lobbying Prohibitions

The contractor and/or subrecipient represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 25
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor and/or subrecipient further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

19.00 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 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.

DocuSign Envelope ID: 865D5E3F-1616-47B0-97F9-D85FCD9489E5		Document Description	Page 26
2600002697	Draft	Crisis Intervention Services (C6556)	Total Pages: 26

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:

	
_____	Deputy Secretary
Signature	Title
Patricia Okeson	5/12/2026 11:40 AM PDT
_____	_____
Printed Name	Date

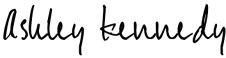
Madison County:

	
_____	Judge Executive
Signature	Title
Reagan Taylor	5/12/2026 10:25 AM PDT
_____	_____
Printed Name	Date

CHFS Department Review:

	
_____	Commissioner
Signature	Title
Lesa Dennis	5/12/2026 10:45 AM PDT
_____	_____
Printed Name	Date

Approved as to form and legality:



Attorney
4/23/2026 6:36 AM PDT

Date

	A	B	C	D	E	H	J	K	L	M	N
1		State Funded Early Intervention Program									
2		Remit Payment to:	Hope's Wings Domestic Violence Program				Submitted to:	Madison County Fiscal Court			
3			PO Box 488					W. Main Street			
4			Richmond, KY 40476					Richmond, KY 40475			
5											
6		Requested Funds		\$200,000			Date:	2/6/2026			
7											
8							Request	\$200,000.00			
9											
10											
11					FY2027		FY2028				
12	A.	Contract Personnel									
13			Executive Director		22000		22000				
14			Social Worker		36500		36500				
15			Case Manager		15000		15000				
16			Resident Advocate		12100		12100				
17			Resident Advocate		12100		12100				
18		Total			97700.00		97700.00				
19	B	Fringe									
20			Executive Director		500		500				
21			Social Worker		800		800				
22			Case Manager		500		500				
23			Case manager		250		250				
24			Case manager		250		250				
25		Total			2300		2300				
26											
27											
28	Total Requested					100000	100000				
29											
30	Justification: Staff provides 24/7 emergency and early intervention services to victims of domestic violence and their children. We are requesting these funds for programmatic purposes.										
31											
32											
33											

Certificate Of Completion

Envelope Id: 865D5E3F-1616-47B0-97F9-D85FCD9489E5

Status: Completed

Subject: PON2 736 26*2697 Crisis Intervention Services C6556-0

Source Envelope:

Document Pages: 27

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Jessica Myers

AutoNav: Enabled

21 Mill Creek Park

Envelopeld Stamping: Enabled

Frankfort, KY 40601

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

jessica.myers@ky.gov

IP Address: 205.204.186.15

Record Tracking

Status: Original

Holder: Jessica Myers

Location: DocuSign

4/23/2026 8:52:35 AM

jessica.myers@ky.gov

Security Appliance Status: Connected

Pool: StateLocal_FedDemo-SLProd

Signer Events

Signature

Timestamp

Ashley Kennedy

ashleyg.kennedy@ky.gov

OLS

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 205.204.186.15

Sent: 4/23/2026 9:01:47 AM

Viewed: 4/23/2026 9:28:07 AM

Signed: 4/23/2026 9:36:32 AM

Electronic Record and Signature Disclosure:

Accepted: 4/23/2026 9:28:07 AM

ID: 07747257-bb9a-4ac5-909d-4170442e6eaa

Sonya Howard

SonyaB.howard@ky.gov

Assistant Director

Cabinet for Health and Family Services/Division of
Administrative and Financial Management

Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 205.204.186.15

Sent: 4/23/2026 9:36:34 AM

Viewed: 4/23/2026 10:38:34 AM

Signed: 4/23/2026 10:43:16 AM

Electronic Record and Signature Disclosure:

Accepted: 4/23/2026 10:38:34 AM

ID: 41c81237-b5b6-4544-8cef-c6b6011fd373

Wes Duke

WesleyW.Duke@ky.gov

General Counsel

Kentucky CHFS - Office of Administrative Services

Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 205.204.186.15

Sent: 4/23/2026 9:36:34 AM

Viewed: 4/23/2026 2:14:44 PM

Signed: 4/23/2026 2:14:50 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Reagan Taylor

Reagan.Taylor@madisoncountky.gov

Judge Executive

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 66.19.156.237

Sent: 4/23/2026 2:14:52 PM

Resent: 5/12/2026 9:33:20 AM

Viewed: 5/12/2026 1:23:42 PM

Signed: 5/12/2026 1:25:31 PM

Electronic Record and Signature Disclosure:

Accepted: 5/4/2026 10:23:12 AM

ID: 25e7ce50-48ab-4ac7-851d-0ae3781e32e9

Signer Events	Signature	Timestamp
Lesia Dennis lesia.dennis@ky.gov Commissioner Kentucky CHFS – Department for Community Based Signature Adoption: Pre-selected Style Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/13/2020 4:35:41 PM ID: e864dee6-3ee8-476f-81f9-73857ce1eb2f	 Using IP Address: 72.238.204.29	Sent: 5/12/2026 1:25:32 PM Viewed: 5/12/2026 1:44:22 PM Signed: 5/12/2026 1:45:44 PM
Patricia Okeson Tricia.Okeson@ky.gov Deputy Secretary Cabinet for Health and Family Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/11/2023 6:59:17 PM ID: 3c427b3f-048b-4286-be0d-757b37c2f8a2	 Signature Adoption: Pre-selected Style Using IP Address: 205.204.186.15	Sent: 5/12/2026 1:45:45 PM Viewed: 5/12/2026 2:40:36 PM Signed: 5/12/2026 2:40:54 PM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Teri Carpenter Teri.Carpenter@ky.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/11/2024 9:30:47 AM ID: dd531c05-1e26-4dd5-9739-9bfd5df586d6	COPIED	Sent: 4/23/2026 9:01:47 AM
Kim Corrick kim.corrick@ky.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/4/2024 11:40:31 AM ID: e5d1a565-81d8-4471-a00d-cea607c1a869	COPIED	Sent: 4/23/2026 9:01:48 AM
David Gutierrez David.Gutierrez@ky.gov DCBS Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/18/2022 11:25:47 AM ID: dfdcfaad-3f18-4d26-b29d-ecde34b853ab	COPIED	Sent: 4/23/2026 9:01:48 AM Viewed: 4/23/2026 9:08:12 AM

Carbon Copy Events	Status	Timestamp
David Gutierrez David.Gutierrez@ky.gov DCBS Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/18/2022 11:25:47 AM ID: dfdcfaad-3f18-4d26-b29d-ecde34b853ab	COPIED	Sent: 5/12/2026 1:25:32 PM

Astrud Masterson astrud.masterson@ky.gov OAS Executive Director Kentucky Cabinet for Health and Family Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/12/2026 2:40:56 PM
--	--------	----------------------------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/23/2026 9:01:48 AM
Certified Delivered	Security Checked	5/12/2026 2:40:36 PM
Signing Complete	Security Checked	5/12/2026 2:40:54 PM
Completed	Security Checked	5/12/2026 2:40:56 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft obo Kentucky Cabinet for Health and Family Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft obo Kentucky Cabinet for Health and Family Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: CHFS.Contracts@ky.gov

To advise Carahsoft obo Kentucky Cabinet for Health and Family Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at CHFS.Contracts@ky.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft obo Kentucky Cabinet for Health and Family Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to CHFS.Contracts@ky.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. CHFS does not bill for electronic copies of documents we send for signature.

To withdraw your consent with Carahsoft obo Kentucky Cabinet for Health and Family Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to CHFS.Contracts@ky.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft obo Kentucky Cabinet for Health and Family Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft obo Kentucky Cabinet for Health and Family Services during the course of your relationship with Carahsoft obo Kentucky Cabinet for Health and Family Services.