

## FY26 Grants Budgetary Information

Document Type: Award   x   Amendment      Other     

General Information			
Agency Name:	Louisville Metro Public Health & Wellness	Grant Period:	7/1/2025-6/30/2026
Award Name:	FY26 PGF6200 Food- Summer Feeding Program Inspections	ALN:	N/A
Award ID:	AW00000953	Grantor Amount:	\$59,357.92
LMG Match Cost Center:	N/A	LMG Match Amount:	N/A

Budget Detail for Awarded Grants
<p>Fill in the "Existing or Anticipated Grant Amount" column if this grant was included on the FY26 Listing of Existing or Anticipated Awards in the FY26 operating or capital ordinance. If the new award amount is greater than the amount authorized in the ordinance, an A/R memo will need to be drafted by the Budget Division and circulated for approval. This process takes approximately two weeks.</p> <p>*Note new grants that were not included on the FY26 Listing of Existing or Anticipated Awards in the FY26 operating or capital ordinance require a resolution, drafted by the Budget Division, to be approved by the Metro Council. This legislative process takes approximately four weeks.</p>

Grant Name	Existing or Anticipated Grant Amount	Total Amount Awarded	Current Workday Budget	Workday Budget Change
BR00004673 FY26 PGF6200 Food- Summer Feeding Program Inspections	\$ -	\$ 59,357.92	\$ -	\$ 59,357.92
				-
				-
				-
				-
				-
				-
				-
<b>Totals</b>	\$ -	\$ 59,357.92	\$ -	59,357.92

Routing Information			
Grant Accountant:	Adrienne Willingham	Signature: <u>Adrienne Willingham</u>	Date: 3/26/2026
Grants Supervisor:	Cynthia Hicks	Signature: <u>Cynthia Hicks</u>	Date: 3/30/2026
Fiscal Coordinator:	Michael O'Bannon	Signature: <u>Michael O'Bannon</u>	Date: 3/30/2026
Budget Analyst:	Robert Walker	Signature: <u>Robert Walker</u>	Date: 3/30/2026



# DOCUMENT APPROVAL FORM

THIS FORM MUST BE ATTACHED TO ALL DOCUMENTS SUBMITTED FOR THE MAYOR'S SIGNATURE, ROUTE AS LISTED BELOW.

THIS DOCUMENT RECOMMENDED FOR MAYOR'S SIGNATURE

ORIGINATOR OF DOCUMENT  
Adrienne Willingham

SIGNATURE APPROVALS

AGENCY/DEPARTMENT DIRECTOR  
Connie Mendel

CHIEF FINANCIAL OFFICER  
Angela Dunn

COUNTY ATTORNEY  
Natalie Johnson

Signed by: *Natalie Johnson* 3/26/2026  
AC349A3C76B84A1...

DEPUTY MAYOR  
Julie Carr

DOCUMENT NAME  
**FY26 PGF6200 Food- Summer Feeding Inspections**

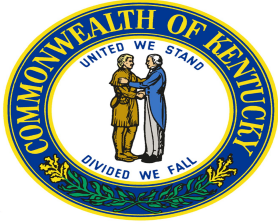
SUMMARY OF DOCUMENT  
Allocation for Summer Feeding Inspections.

CONTACT PERSON: *Adrienne Willingham* TELEPHONE: 502-574-6832  
DATE NEEDED: **ASAP** FOR DOCUSIGN

DATE APPROVED BY MAYOR

INSTRUCTIONS FROM THE MAYOR

Empty box for instructions from the Mayor.



# Commonwealth of Kentucky

## CONTRACT

CONTRACT INFORMATION			
<b>DOC ID Number:</b>	<b>PON3</b>	<b>728</b>	<b>2500000066</b>
Effective Date:	07/01/2025	Record Date:	05/14/2025
Expiration Date:	06/30/2026	Procurement Folder:	1529102
Document Description:	SUBRECIPIENT - LHD Multi-Provider C5724		Procurement Type: Memorandum of Agreement
Cited Authority:	Memorandum of Agreement		Version Number: 1

CONTACT INFORMATION
<b>ISSUER:</b> Leslie Proctor 502-564-7736 Leslie.Proctor@ky.gov

VENDOR INFORMATION	
<b>Name /Address:</b> KY0016142: ALLEN COUNTY HEALTH DEPARTMENT 107 NORTH COURT STREET SCOTTSVILLE KY 42164	<b>Contact:</b> JOYCE JONES 270-237-4423
KY0016134: ANDERSON COUNTY HEALTH DEPT 1180 GLENSBORO RD LAWRENCEBURG KY 40342	CARLENA NORTON 502-839-4551 Carlena.Norton@achdky.org
KY0038861: ASHLAND BOYD CO HEALTH DEPT PO BOX 4069 2924 HOLT ST ASHLAND KY 41105-4069	MARIA HARDY 606-329-9444
KY0016301: BARREN RIVER DISTRICT HEALTH DEPARTMENT 1109 STATE STREET PO BOX 1157 BOWLING GREEN KY 42102	Kim Flora 270-781-8039 EXT: 117 kim.flora@barrenriverhealth.org
KY0016067: BELL COUNTY HEALTH DEPT 310 S CHERRY ST PINEVILLE KY 40977	JOHNNY BAKER 999-999-9999
KY0016317: BOURBON COUNTY HEALTH 341 E MAIN ST PARIS KY 40361	Andrea Brown 8599871915 EXT: 4112 andread.brown@ky.gov

<p>KY0016318: BOYLE COUNTY HEALTH DEPARTMENT                  448 SOUTH 3RD ST.                  PO BOX 398                  DANVILLE KY 40423-0398</p>	<p>Brent Blevins                  859-236-2053                  brent.blevins@boylehealth.org</p>
<p>KY0024440: BRACKEN CO HEALTH DEPT                  429 FRANKFORT ST                  P O BOX 117                  BROOKSVILLE KY 41004</p>	<p>John Dells                  606-735-2157 EXT: 2                  johnt.dells@ky.gov</p>
<p>KY0016154: BREATHITT COUNTY HEALTH DEPT                  PO BOX 730                  JACKSON KY 41339</p>	<p>DR SHEILA SHARPE                  606-666-7755</p>
<p>KY0024924: BRECKINRIDGE CO HEALTH                  PO BOX 456                  HARDINBURG KY 40143</p>	<p>ROBIN HENNING                  270-756-5121                  ROBINM.HENNING@KY.GOV</p>
<p>KY0038782: BUFFALO TRACE DISTRICT                  130 E 2ND ST                  MAYSVILLE KY 41056</p>	<p>Victor C. McKay                  606-564-9447 EXT: 131                  victorc.mckay@ky.gov</p>
<p>KY0034705: BULLITT COUNTY HEALTH DEPT                  181 LEES VALLEY RD                  SHEPHERDSVILLE KY 40165</p>	<p>SWANNIE JETT                  502-955-6680</p>
<p>KY0016028: CALLOWAY COUNTY HEALTH DEPARTMENT                  602 MEMORY LANE                  MURRAY KY 42071</p>	<p>Tracie Jenkins                  270-753-3381                  jenkins.tracie@ky.gov</p>
<p>KY0016051: CARTER COUNTY HEALTH DEPARTMENT                  300 WEST MAIN STREET                  PO BOX 909                  GRAYSON KY 41143</p>	<p>CARTER COUNTY HEALTH DEPARTMENT                  606-474-5109</p>
<p>KY0031258: CHRISTIAN CO HEALTH DEPT PA                  P O BOX 647                  1700 CANTON ST                  HOPKINSVILLE KY 42241-0647</p>	<p>Angie Reid                  270-887-4160 EXT: 153                  angelar.reid@ky.gov</p>
<p>KY0016212: CLARK COUNTY HEALTH DEPT                  400 PROFESSIONAL AVE                  WINCHESTER KY 40391-1184</p>	<p>Rebecca Kissick                  859-744-4482 EXT: 1030                  Rebecca.Kissick@cchdky.org</p>
<p>KY0033070: CUMBERLAND VALLEY DIST                  HEALTH                  PO BOX 158                  MANCHESTER KY 40962</p>	<p>KATHY FIELDS                  606-598-5564</p>

In Process

KY0034707: ESTILL COUNTY HEALTH DEPT  
 P O BOX 115  
 365 RIVER DR  
 IRVINE KY 40336

Rhonda Arthur  
 606-723-5181  
 Rhonda.arthur@estillcohd.org

KY0016314: LEXINGTON FAYETTE COUNTY HEALTH DEPARTMENT  
 650 NEWTOWN PIKE  
 LEXINGTON KY 40508

Cara Kay  
 859-288-2353  
 CaraE.Kay@lfchd.org

KY0034706: FLEMING COUNTY HEALTH DEPT  
 194 WINDSOR DR  
 FLEMINGSBURG KY 41041

STEPHANIE O FRYMAN  
 606-845-6511

KY0023090: FLOYD CO HEALTH DEPT  
 283 GOBLE ST  
 PRESTONSBURG KY 41653

Martha Ellis  
 606-886-2788  
 marthan.ellis@ky.gov

KY0023283: FRANKLIN CO HEALTH DEPT  
 100 GLENNS CREEK RD  
 FRANKFORT KY 40601

Judy Mattingly  
 502-564-4269

In Process

KY0016283: GARRARD COUNTY HEALTH DEPT  
 89 FARRA DRIVE  
 LANCASTER KY 40444

MARCIA HODGE  
 859-792-2153

KY0029108: GATEWAY DIST HEALTH DEPT  
 730 WEST MAIN ST  
 MOREHEAD KY 40351

JAMES R RATLIFF JR  
 606-784-8954

KY0016106: GRAVES COUNTY HEALTH DEPT  
 416 CENTRAL AVE  
 MAYFIELD KY 42066

Dawn Hopwood  
 270-247-3553  
 dawnk.hopwood@graveshealth.org

KY0016070: GRAYSON COUNTY HEALTH DEPARTMENT  
 124 E WHITE OAK ST  
 LEITCHFIELD KY 42754

MARLAINA S. PRIEST  
 270-259-3141

KY0033063: GREEN RIVER DIST HEALTH  
 DBA: EFT ELIGIBLE  
 1501 BRECKENRIDGE STREET  
 OWENSBORO KY 42303

Clayton Horton  
 270-686-7747 EXT: 3064  
 Clayton.Horton@grdhd.org

KY0000743: GREENUP COUNTY HEALTH DEPT  
 FOR REVENUE USE ONLY  
 806 SEATON AVE STE 1  
 GREENUP KY 41144

Chris Crum  
 606-473-9838  
 chrisg.crum@ky.gov

KY0016072: HARLAN COUNTY HEALTH DEPT  
 402 EAST CLOVER ST  
 HARLAN KY 40831

BOBBIE CRIDER  
 606-573-3700  
 BOBBIEV.CRIDER@KY.GOV

KY0038791: HOPKINS CO HEALTH DEPT  
 412 N KY AVE  
 PO BOX 1266  
 MADISONVILLE KY 42431

Denise Beach  
 270-821-5242  
 DeniseL.Beach@ky.gov

KY0000778: JESSAMINE COUNTY HEALTH  
 210 E WALNUT ST  
 NICHOLASVILLE KY 40356

Carla Stinnett  
 859-885-4149 EXT: 1018  
 carla.stinnett@jessaminehealth.org

KY0033141: JOHNSON CO HEALTH DEPT  
 DBA: EFT ELIGIBLE  
 630 JAMES TRIMBLE BLVD  
 PAINTSVILLE KY 41240

RUSSELL BRIGGS  
 606-789-2590  
 DeanaJ.Wells@ky.gov

KY0033072: KENTUCKY RIVER DISTRICT HEALTH DEPT  
 441 GORMAN HOLLOW RD  
 HAZARD KY 41701

KAREN COOPER  
 606-439-2361

In Process

KY0023121: Knox County Health Department  
 261 Hospital Dr  
 Barbourville KY 40906

Rebecca Rains  
 606-546-3486 EXT: 0101  
 Rebecca.Rains@kchdky.org

KY0033044: LAKE CUMBERLAND DIS HLTH  
 DBA: EFT ELIGIBLE  
 PO BOX 800  
 500 BOURNE AVE  
 SOMERSET KY 42501

Amy C Tomlinson  
 606-678-4761  
 amyc.tomlinson@lcdhd.org

KY0034704: LAUREL COUNTY HEALTH DEPT  
 525 WHITLEY STREET  
 LONDON KY 40741

MARK HENSLEY  
 606-864-5187

KY0016012: LAWRENCE COUNTY HEALTH DEPT  
 1080 MEADOWBROOK LANE  
 LOUISA KY 41230

Lindsey Maynard  
 606-638-4389  
 Lindsey.Maynard@ky.gov

KY0016138: LEWIS COUNTY HEALTH DEPT  
 905 FAIRLANE DRIVE  
 PO BOX 219  
 VANCEBURG KY 41179

ANITA BERTRAM  
 606-796-2632

KY0016143: LINCOLN COUNTY HEALTH DEPT  
 44 HEALTH WAY  
 PO BOX 165  
 STANFORD KY 40484

Amanda Mitchell  
 606-365-3106  
 amandap.mitchell@ky.gov

KY0033060: LINCOLN TRAIL DISTRICT HEALTH DEPARTMENT  
PO BOX 2609  
108 NEW GLENDALE ROAD  
ELIZABETHTOWN KY 42702-2609

LINDA SIMS  
270-769-1601

KY0029841: LOUISVILLE JEFFERSON CO METRO GOVERNMENT  
745 West Main Street, 3rd Floor  
  
Louisville KY 40202

Richard Champion  
5025741957  
ombgrantsleadershipteam@louisvilleky.gov

KY0016146: MADISON COUNTY HEALTH DEPT  
214 BOGGS LANE  
PO BOX 1208  
RICHMOND KY 40476-1208

JAMES L ROUSEY  
859-623-7312

KY0023288: MAGOFFIN CO HEALTH DEPT  
119 E MOUNTAIN PARKWAY  
  
SALYERSVILLE KY 41465

BERTIE K SALYER  
606-349-6212

KY0033228: MARSHALL COUNTY HEALTH DEPT  
267 SLICKBACK RD  
  
BENTON KY 42025

Jenny Griffin  
2702522723  
jgriffin@mcphd.org

In Process

KY0016319: MARTIN COUNTY HEALTH DEPT  
PO BOX 346  
HWY 3  
INEZ KY 41224

Cindy Maynard  
606-298-7752  
cindy.maynard@martinhealthky.org

KY0034708: MERCER COUNTY HEALTH DEPT  
900 NORTH COLLEGE  
  
HARRODSBURG KY 40330

KATHY CROWN-WEBER  
859-734-2229

KY0016137: MONROE COUNTY HEALTH DEPT  
452 EAST 4TH ST  
PO BOX 247  
TOMPKINSVILLE KY 42164

Jill Ford  
270-487-6782  
jilla.ford@ky.gov

KY0024583: MONTGOMERY CO HEALTH DEPT  
117 CIVIC CENTER  
  
MT STERLING KY 40353

Dakota Heise  
859-498-3808

KY0016303: MUHLENBERG COUNTY HEALTH DEPT  
PO BOX 148  
  
CENTRAL CITY KY 42330

SHEREE FUQUA  
270-754-4671 EXT: 240  
SHEREEK.FUQUA@KY.GOV

KY0028339: NORTH CENTRAL DISTRICT  
1020 HENRY CLAY ST  
  
SHELBYVILLE KY 40065

RENEE BLAIR  
502-633-1243

<p>KY0032636: NORTHERN KENTUCKY INDEPENDENT DISTRICT HEALTH DEPARTMENT 8001 Veterans Memorial Drive Florence KY 41042</p>	<p>Dr. Jennifer Mooney 8593632000 jennifer.mooney@nkyhealth.org</p>
<p>KY0033104: OLDHAM CO HEALTH DEPT DBA: EFT ELIGIBLE 1786 COMMERCE PKWY LAGRANGE KY 40031</p>	<p>Delois R. Yantz 502-222-3516 deloisR.yantz@ky.gov</p>
<p>KY0033090: PENNYRILE DISTRICT HEALTH DEPT DBA: EFT ELIGIBLE P O BOX 770 208 Outlet Ave. EDDYVILLE KY 42038</p>	<p>Ashley Tyler 270-388-9747 EXT: 105 ashley.tyler@ky.gov</p>
<p>KY0035452: PIKE COUNTY HEALTH DEPARTMENT 119 River Drive PIKEVILLE KY 41501</p>	<p>Jessica DeHart 6064375500 JDeHart@mypchd.com</p>
<p>KY0016136: POWELL COUNTY HEALTH DEPT 376 NORTH MAIN ST STANTON KY 40380</p>	<p>Stacy Crase 606-663-4360 stacyl.crase@ky.gov</p>
<p>KY0033064: PURCHASE DIST HEALTH DEP DBA: EFT ELIGIBLE PO BOX 2357 916 KENTUCKY AVE PADUCAH KY 42002-2357</p>	<p>Kent Koster 270-444-9625 EXT: 111 kent.koster@ky.gov</p>
<p>KY0033100: THREE RIVERS HEALTH DBA: EFT ELIGIBLE 60 Old Monterey Rd OWENTON KY 40359</p>	<p>Kendall Otoole 5024843412 Kendall.Otoole@ky.gov</p>
<p>KY0016276: TODD COUNTY HEALTH DEPT 617 WEST MAIN ST PO BOX 305 ELKTON KY 42220</p>	<p>Brooke Johnson 270-265-2362 Brooken.johnson@ky.gov</p>
<p>KY0018755: WEDCO DISTRICT HEALTH DEPT PO BOX 218 364 Oddville Ave. CYNTHIANA KY 41031</p>	<p>CRYSTAL CAUDILL 859-234-8750</p>
<p>KY0033102: WHITLEY CO HEALTH DEPARTMENT DBA: EFT ELIGIBLE P O BOX 1221/3750 CUMBERLAND FALLS HWY CORBIN KY 40701</p>	<p>NO CONTACT IDENTIFIED 606-528-5643</p>

KY0016144: WOODFORD COUNTY HEALTH DEPARTMENT  
 229 NORTH MAIN STREET  
 VERSAILLES KY 40383

MELISSA ROYCE  
 859-873-4541

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$271,900,000.00	07/01/2025	06/30/2026	\$271,900,000.00

FY25 LHD Program Allocations

**Extended Description:**

This agreement provides reimbursable funding to Kentucky's Local Health Departments (LHD) through the Division of Women's Health programs. These programs support the Local Health Departments' costs in delivering essential preventive health programs and services in communities across the Commonwealth that are intended to improve the health and safety of Kentuckians. Funding provided through this agreement supports public health programs such as Breast and Cervical Cancer Screening and Title X Family Planning for participating LHDs.

In Process

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**SUBRECIPIENT Memorandum of Agreement Terms and Conditions**  
**Regular (Government/Quasi-Governmental) (PON3)**

This Memorandum of Agreement (MOA) between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Public Health (“the Commonwealth”) and Multiple (“the Contractor”) is to establish an agreement for developing and operating all public health programs and activities for the citizens of Kentucky in accordance with the District/Local Health Department (LHD) annual budget as approved by the Governing Board and the Department for Public Health. The initial MOA is effective from 07/01/2025 through 06/30/2026.

**SECTION 1 – ADMINISTRATIVE OVERVIEW**

**1.00 Purpose and Background**

The Cabinet for Health and Family Services has determined that the functions enumerated in the MOA and all other governing documents incorporated herein by reference, are necessary for the lawful performance of its duties in accordance with the statutory and regulatory requirement of the Commonwealth of Kentucky in the delivery of Core public health programs and services as defined in the 2020 Kentucky Acts, Chapter 21, Section 1.

The Department for Public Health (DPH) is the sole state agency responsible for developing and operating core public health programming for the benefit of citizens of Kentucky delivered thru the District/Local Health Department system or other contracted providers.

In addition, DPH is charged with the responsibility to safeguard the public health, and to establish, maintain, implement, promote, and conduct such facilities and services as are needed to protect the public health as set forth under Kentucky Revised Statutes and Regulations. The DPH executes these responsibilities in part through the terms and conditions of this Agreement.

The District Health Department (comprised of more than one county health department) or the County Health Department (comprised of a single county health department) hereinafter referred to as the Local Health Department or LHD, shares the responsibility with DPH to oversee the implementation and administration of the public health laws of the Commonwealth. The LHD agrees that it is willing, available and qualified to perform Kentucky’s core public health programs and services requirements within the scope of work as enumerated in the Agreement. The LHD’s individual allocation of funds for specific services may be viewed on the L-Drive, which is maintained by the DPH. These allocations may be subject to modification by the Department for Public Health based upon need and/or utilization. The LHD shall prepare an annual budget in accordance with planning and budgeting instructions issued by DPH. Upon approval by DPH, the LHD shall provide services and expend funds in accordance with approved service plans and budgets, and/or as modified throughout the fiscal year.

This agreement addresses programs/services provided by local health departments in three categories as outlined in the 2020 Kentucky Acts, Chapter 21, Section 1 and referenced in Core Public Health:

1. Foundational Public Health Programs include those services statutorily mandated by Kentucky Revised Statutes.
2. Core Public Health Programs include all foundational public health programs plus mandated programs/services that include but are not limited to: Women Infants and Children Special Supplemental Nutrition Program (WIC), Kentucky Health Access Nurturing Development Services (HANDS), and Substance Use Disorder/Harm Reduction Services (where approved).
3. Local Public Health Priorities include services not addressed in Foundational or Core Services that are identified by the local health department through a local needs assessment.

Statutorily mandated foundational public health activities and service programs prevent and mitigate disease, protect people from injury and promote healthy lifestyles across all environments. Local public health capacities include Population Health, Enforcement of KY Regulations, Emergency Preparedness and Response, Communicable Disease Control and the Administrative/Organizational infrastructure to deliver associated services.

In addition to the Foundational Services, mandated core public health programs/services defined in the 2020 Kentucky Acts, Chapter 21, Section 1 will be provided or assured by the LHD. The services may be provided by another entity; however, the LHD agrees that it will remain responsible for ensuring these services are provided in the event the other entity no longer provides the service, insofar as funds allow.

Programming for non-mandated local public health priorities may include but is not limited to, Family Planning Services, Cancer Screening, Adult/Child Well Visits and Nutritional Counseling. These traditionally funded state and federal programs may continue to be funded from the designated sources and are in addition to the statutory and mandated requirements. The LHD may have the flexibility and authority to deliver these programs as evidenced by a local needs assessment and in accordance with the 2020 Kentucky Acts, Chapter 21, Section 3. The LHD will notify DPH (Commissioner and the appropriate Program Manager) of their program plans prior to submitting the annual budget for approval or immediately if transitioning from approved non-mandated programs during the fiscal year.

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### 1.01 Issuing Office

The Commonwealth of Kentucky, Cabinet for Health and Family Services, Division of Procurement and Grant Oversight, is issuing this Contract on behalf of the Department for Public Health . The Cabinet’s designee is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

### 1.02 Communications

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

### 1.03 Terminology

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

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

### 1.04 Organization

This Contract is organized in the following manner:

- Section 1-Administrative Overview
- Section 2-Scope of Services
- Section 3-Pricing/Invoicing
- Section 4-CHFS General Terms and Conditions
- Section 5-Federal Requirements

Finance Terms and Conditions of the Contract

Federal Conflict of Interest Form

### 1.05 Definitions/Acronyms

LHD-Local Health Department

DPH-Department for Public Health

WIC-Women Infants and Children Special Supplemental Nutrition Program

HANDS-Kentucky Health Access Nurturing Development Services

## SECTION 2 – SCOPE OF SERVICES

### 2.00 Services Required

Services provided by the LHD’s under the terms and conditions of this Agreement are to be delivered in accordance with:

Guidelines and standards issued by DPH that include, but are not limited to, the current Kentucky Core Clinical Service Guide, Kentucky Administrative Reference for Local Health Departments, HANDS Policy and Procedure Manual, and the WIC and Nutrition Manual incorporated herein by reference.

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All applicable federal and state statutes and regulation in effect at the time of this Agreement and during the term of the Agreement; and Commitments and assurances related to LHD activities as set forth in Cabinet grant awards with respect to goals, strategies, funding and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies. District/Local Health Departments may be represented and participate in forming grant applications and shall have access to governing documents in which DPH bases its grant commitments and assurances.

All such, governing documents are incorporated herein by reference and will be made available to the LHD on the L-Drive by DPH program staff.

Traditionally funded state and federal programs may continue to be funded from the designated sources and are in addition to the mandated requirements and based on community need and/or budget.

### **2.01 Deliverables**

The LHD shall prepare an annual services plan and budget in accordance with planning and budgeting instructions issued by the Department. Upon approval by DPH, the LHD shall provide services and expend funds in accordance with the approved Services Plan and Budget, incorporated herein by reference.

The LHD shall provide services in accordance with this agreement and its approved annual Service plan and Budget.

### **2.02 Reporting Requirements**

The LHD shall: Report services delivered under the terms and conditions of this Agreement in the format and under the reporting system prescribed by the Department.

### **2.03 Subcontractors**

Subcontractors are allowable upon approval by the Cabinet in accordance with Section 4.02.03 of this agreement.

### **2.04 CHFS/Department for Public Health Responsibilities**

The Department for Public Health will be responsible for:

1. Conducting financial reviews as needed during the contract period.
2. Conducting reviews of annual services plans listed under Section 2.01-Deliverables within this document.
3. Assuring reimbursement for services provided on the condition they are appropriate, accurate, and acceptable as detailed in Section 3 – Pricing of this document.

### **2.05 Monitoring Requirements**

The LHD shall: Permit Cabinet staff or designees and/or staff designated by appropriate federal agencies, to monitor and evaluate services, supports, or activities being performed under the provisions of this Agreement. The LHD shall submit all records and documentation of such in a format prescribed by the Cabinet in regard to contracted and subcontracted services when requested for monitoring purposes. The LHD shall receive no additional remuneration for participation in the monitoring process.

### **2.06 Related Documents and Materials Incorporated by Reference**

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

### **2.07-Transitioning Services**

In the event the LHD transitions from an existing program(s), the LHD shall assist in facilitating the transition of affected program(s). The LHD's shall work with DPH staff until successful transition of the program to a new provider is complete. The LHD is expected to continue service for up to 120 calendar days after written notification to terminate and transition the program.

The LHD shall be responsible for the orderly transition of work and the accuracy of data in coordination with the new provider. DPH shall ensure the cooperation of the new contractor to facilitate a smooth transition.

The LHD shall provide related documents and medical records as requested by the patient and/or medical provider and in accordance with the Kentucky Department for Libraries and Archives, Public Records Division and the DPH Administrative Reference section Medical Records Management.

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### SECTION 3 – PRICING/INVOICING

Payment is conditioned upon receipt of appropriate, accurate, and timely invoices. Invoices for payment shall be submitted electronically to NEED.THIS@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 Department for Public Health (DPH) will make payment to the LHD only after the Secretary of the Finance and Administration Cabinet or her designee and the Government Contract Review Committee approve the contract except as otherwise exempt. Once approved, DPH shall make payment to the LHD within thirty (30) business days after receipt of appropriate, acceptable and timely revenue and expense reports in written or electronic format as prescribed by CHFS and the acceptance of goods and/or services in accordance with KRS 45.453, KRS 45.454 and KRS 44.010. Payment is contingent upon LHD's continued satisfactory performance throughout the duration of the agreement, as determined by the DPH. Revenue and Expense reports must be formatted and in compliance with the Administrative Reference for Local Health Departments.

DPH will reimburse the LHD for Pass Through Employee benefits expensed during the contract period only in accordance with the approved budget and shall not be liable for benefits accrued prior to the beginning of or after the end of the contract period. All invoices for benefits, including sick, compensatory, and annual leave time must be submitted prior to the contract expiration date to be considered appropriate, acceptable and timely.

Reimbursement shall not exceed the amount as approved in the LHD's annual allocation as determined through the annual budget process. Payment is subject to the availability and allocation of funds, or state/federal funds necessary to finance the performance of the services described in this contract. DPH retains the right to withhold payment if the LHD does not comply with DPH programmatic and fiscal reporting and monitoring requirements.

Payment is subject to the availability and allocation of local agency or governmental funds, or state/federal funds necessary to finance the performance of the services described in this contract. DPH retains the right to withhold payment if the LHD does not comply with DPH programmatic and fiscal reporting and monitoring requirements.

The invoice must include at a minimum:

1. Vendor's name and address.
2. PON2 number that invoice(s) are using for funding.
3. Clearly listed dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

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

### SECTION 4 – CHFS GENERAL TERMS AND CONDITIONS

#### 4.00 Memorandum of Agreement Standard Terms and Conditions

##### 4.00.01 Contract Components and Order of Precedence

A valid contract between the Parties consists of the following:

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

In the event of any conflict between the Contract provisions, the order of precedence shall be as enumerated above.

##### 4.00.02 Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the 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 his or her authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

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If the Contractor finds that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Issuer for consideration and decision.

#### **4.00.03 LRC Policies**

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

A link to the LRC webpage is as follows:

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

#### **4.00.04 Choice of Law and Forum**

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

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

#### **4.00.05 Authorized to do Business in Kentucky**

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

If a foreign entity, the Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

#### **4.00.06 Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception. Foreign entity is defined within KRS 14A.1-070.

#### **4.00.07 Payment**

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

### **4.01 General Provisions**

#### **4.01.01 Headings**

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

#### **4.01.02 Assignment**

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

#### **4.01.03 No Required Use of Contract**

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused. The Cabinet may establish or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with any such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

#### **4.01.04 Severability**

If any part of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any law of the Commonwealth or the United States of America, the validity of the remaining parts shall not be affected, and the

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rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part held to be invalid, if the remainder of the Contract is capable of performance.

#### 4.01.05 Indemnification

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

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

#### 4.01.06 Sovereign Immunity

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

#### 4.01.07 Force Majeure

Events or conditions beyond the reasonable control of the Parties shall not be construed as non-performance, nor shall reductions be applied as a result of such events. Events or conditions beyond the Parties' reasonable control include, but are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strike or shortage, war, riot or other civil unrest, or state or national declared emergency, including a pandemic, or public utility failures. However, CHFS retains the right to obtain any necessary services elsewhere in the event of such non-performance by the Contractor. In this event, the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with CHFS in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other, orally or in writing with confirmation of receipt, as soon as possible of the existence of a force majeure event. To preserve this right as a defense, each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the force majeure event or otherwise waive this right as a defense to a claim by the other Party of non-performance.

#### 4.01.08 Maintenance of Insurance

During this Contract, the Contractor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in the Contractor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide 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 any policy 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 not cancel the coverage without thirty (30) days prior written notice to CHFS. The Contractor shall notify CHFS within five (5) business days of any cancellation or interruption of the Contractor or Subcontractor's insurance coverage. 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 at least thirty (30) calendar days prior to the expiration date a new Certificate of Insurance evidencing coverage for not less than the remainder of the Contract.

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#### 4.01.09 Licensure, Certification, and Registration

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

#### 4.01.10 Permits, Licenses, Taxes, and Laws

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

To the extent required by law, the Contractor shall pay any sales, use, personal property, and income taxes related to this Contract. Any other taxes levied upon this Contract, shall be borne by the Contractor.

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

#### 4.01.11 Legal Proceedings

Except as specifically disclosed in writing to CHFS prior to the date of this Contract, the Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against the Contractor or any Subcontractor that would have a material effect on this Contract or, if applicable, any subcontracts. The Contractor shall notify CHFS within one (1) business day, and in writing within three (3) business days, of any suits, investigations, or other proceedings involving the Contractor related to this Contract.

#### 4.01.12 No Grant of Employment or Agency

Nothing in this Contract shall be construed, in any way, 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, evaluations, or any other purpose. 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 or an agent of the Commonwealth.

#### 4.01.13 CHFS Discrimination Prohibited

During this Contract, the Contractor agrees as follows:

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 sex, including gender identity and sexual orientation, race, color, age, political belief, religious creed, disability, national origin, veteran's 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), the ADA Amendments Act of 2008 (ADAAA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, **Title IX of the Education Amendments of 1972, Section 11(c) of the Food and Nutrition Act of 2008, (as amended at 7 CFR 272.6(a))**, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, 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 and, if applicable, including the USDA And Justice for All Poster.

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

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

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

4. In the event of the Contractor noncompliance with this section, this Contract may be terminated or suspended (in whole or in part) and/or other sanctions may be imposed and remedies invoked.

5. In compliance with the prohibition against disability discrimination and the implementing guidance for the ADA and the ADAAA, the Contractor agrees to provide, free of charge, appropriate accommodations and reasonable

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modifications for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

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

- A. Be consistent with USDA Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Persons With limited English proficiency (79 FR 70771) at <https://www.federalregister.gov/documents/2014/11/28/2014-27960/guidance-to-federal-financial-assistance-recipients-regarding-the-title-vi-prohibition-against>;
- B. Have a method of identifying LEP individuals; and
- C. Provide language assistance measures (e.g., qualified and competent oral interpretation and written translation services; training of staff; notice to LEP persons of availability of language access assistance; monitoring compliance).

#### 4.01.14 Staffing

The LHD shall: Ensure position descriptions and the qualifying criteria for all personnel to be employed under the terms and conditions of this Agreement, including any proposed employees under subcontract to the LHD, shall be in compliance with the requirements as set forth under 902 KAR 8:040 through 8:170, the Local Health Department Regulations, and in compliance with state and federal laws which are incorporated herein by reference. The LHD shall maintain and make available, upon written request, documentation of all personnel policies and procedures that govern the recruitment, hiring, and performance evaluation for all personnel funded under the terms and conditions of this Agreement.

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

1. Nothing in this Agreement shall be construed, in any way, as granting to any individual providing services under the Agreement any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.
2. At no point shall any individual providing services under this Agreement be considered an employee of the Cabinet, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the LHD.
3. Any individual providing services under this Agreement shall, at all times, be adequately trained and qualified to perform the services required herein.
4. Any individual providing services under this Agreement shall, at all times, be legally and adequately certified or licensed within the Commonwealth of Kentucky to perform the services required herein and shall be in good standing with any necessary certification or licensure authority. At no time shall any such individual be under investigation, under suspension, under a condition of practice, or under a limitation on the scope of practice from any necessary certification or licensing authority. In the event of any such restriction, the LHD shall immediately notify the Cabinet of the restriction. Upon request, the LHD shall provide the Cabinet with any documentation that the Cabinet believes is necessary to establish compliance with the requirements of this provision.
5. Any individual providing services under this Agreement shall not have a conviction for any criminal offense that would constitute either a felony or a misdemeanor offense in the jurisdiction in which the criminal offense occurred or is alleged to have occurred. In the event of any such conviction, the LHD shall immediately notify the Cabinet of the conviction.
6. Any individual providing services under this Agreement shall not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the LHD shall immediately notify the Cabinet.
7. Any individual providing services under this Agreement shall not be prohibited or excluded 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 exclusion, the LHD shall immediately notify the Cabinet.
8. Prior to any staff of the LHD performing services under the Agreement, the LHD shall submit the potential staff information to the Cabinet for prior authorization to perform the required services. Specifically, in all cases,

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the LHD shall present potential staff, along with documentation of all required credentials and other requested information, to the appropriate Cabinet individuals for review and approval. The Cabinet expressly reserves the right to disapprove of, disqualify, or reject any staff proposed by the LHD to provide services under this Agreement, for any reason. In such event, the LHD shall present additional information on potential staff to perform the services, for review and approval by the Cabinet.

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

10. In no event shall any employee of the LHD be deemed to be a third-party beneficiary of this Agreement.

11. Each of the provisions within this Section is specifically subject to the general indemnification provisions of this Agreement.

## **4.02 Contract Performance**

### **4.02.01 Service Delivery Requirements**

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

### **4.02.02 Total Amount of Funds and Budget Revisions**

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

### **4.02.03 Subcontractors**

Subcontractors are allowable to ensure all services can be completed. Before engaging a Subcontractor 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.

#### **4.02.03.01 Responsibility for Subcontractor Contract Requirements**

All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor. The Contractor's 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 make available to the Contractor and CHFS, copies of personnel records and documentation of employees' compliance with this Contract.

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

#### **4.02.03.02 Subcontractor Monitoring Requirements**

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

### **4.02.04 Indirect Cost**

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

### **4.02.05 Financial Record Retention**

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 (except as may otherwise be specified in this Contract).

### **4.02.06 Confidential Information**

The Contractor shall comply with state and federal law governing access to and use of information and data provided by CHFS or collected by the Contractor. The Contractor will use such information or data only for

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purposes expressly authorized in this Contract. The Contractor will keep all confidential information and data confidential. The Contractor shall have an appropriate agreement or policy with its employees to that effect.

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

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

The foregoing will not apply to:

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

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

#### **4.02.07 HIPAA Confidentiality Compliance**

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

#### **4.02.08 Response/Compliance with Audit Findings**

The Contractor shall comply with and shall ensure any Subcontractor complies with any finding of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principle relating to this Contract. The Contractor will provide CHFS, for CHFS' approval, a Corrective Action Plan that addresses the deficiencies identified in any audit, review, or inspection within thirty (30) calendar days of the close of the audit, review, or inspection. 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 4.02.10-Performance-Based Penalties.

#### **4.02.09 Research Project Approval and Institutional Review Board Requirements**

If applicable, any proposed research project under this Contract shall follow the procedures and protocols in 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 requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB). The CHFS project manager will provide all documentation and protocols for review and approval by the CHFS IRB. No research may begin until the IRB approves the project.

#### **4.02.10 Performance-Based Penalties**

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the Cabinet may issue penalties up to five percent (5%) of the total amount of the contract for each instance of non-performance. If the Cabinet elects not to exercise 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 Department determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the Department shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the 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 Department may proceed to the additional remedies.

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#### B. Corrective Action Plan

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

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

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

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

#### D. Request for Extension

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

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

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

- A. Resolution within 30 days: at least 75% will be reimbursed to Contractor.
- B. Resolution within 60 days: at least 50% will be reimbursed to Contractor.
- C. Resolution within 90 days: at least 25% will be reimbursed to Contractor.
- D. Resolution after 90 days: total penalty withholdings are forfeited.

#### 4.02.11 Performance and Evaluation

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

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

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

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

When applicable, contractors that receive Personal Information, as defined by KRS 61.931, shall secure and protect the Personal Information by complying with all applicable requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931- KRS 61.934. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

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

The Contractor shall comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The Contractor agrees to undertake a prompt and reasonable investigation of any security breach, as defined in

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

### **4.03 Breach and Contract Termination**

#### **4.03.01 Remedies for Breach**

In the event of a breach of contract by the Contractor, CHFS may pursue any remedy available to it under this Contract, KRS Chapter 45A, or by law. The remedies may be invoked without regard to the existence of any other available remedy and may include the enforcement of any holdback provision or payment of any specified liquidated damages.

#### **4.03.02 Transition/Turnover/Closure**

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

The Contractor shall:

1. Provide detailed transition documents at no additional cost to CHFS.
2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new Contractor.
3. Within ten (10) calendar days after written notification by CHFS of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document, within fourteen (14) calendar days, CHFS shall provide written instructions to the Contractor as to the packaging, documentation, delivery location, and delivery date of all records needed for an orderly transition. If CHFS determines that the Transition Document is missing necessary information, CHFS shall provide the Contractor written instructions as to the information that is still needed, and the Contractor shall amend the Transition Document to include the necessary information.
4. Deliver a complete report on the status of 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) days of the effective date of termination.
6. Transfer all documents and records pertaining to this Contract in its possession within twenty-one (21) days of the effective date of termination. All documents shall be in a CHFS-approved format.
7. Provide reasonable and appropriate assistance to CHFS and its designee(s) regarding the contents of such documents and records, and provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the CHFS within twenty (20) days of the effective date of termination.
8. Pay any and all additional costs incurred by CHFS that are the result of the Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.
9. If the Commonwealth determines the Vendor was providing necessary, direct public services, the Vendor shall also notify any individual receiving such services of the non-renewal, termination, or closure of business operations and advise the individual of reasonable, alternative service options. The Vendor shall provide written certification to the Commonwealth once all individuals have been notified.

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

#### **4.03.03 Disputes**

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

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#### 4.04 Miscellaneous Provisions

##### 4.04.01 Advertising Award Prohibition

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

##### 4.04.02 Bankruptcy

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

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

##### 4.04.03 Code of Ethics

The Contractor and all 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 of the Contractor to abide by applicable codes of ethics or conduct may result in the immediate termination of the Contract.

##### 4.04.04 Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor pursuant to this Contract shall include a statement identifying the appropriate source of funds for the project or service, including, but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

##### 4.04.05 Scientific Misconduct

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

##### 4.04.06 Intellectual Property

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

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

##### 4.04.07 Business Associate Agreement

If applicable, the Contractor shall execute and comply with the attached Business Associate Agreement (BAA).

For the purposes of the BAA, the following entities are defined:

Covered Entity:

Cabinet for Health and Family Services  
 Department for Public Health  
 275 East Main Street, HS1WA  
 Frankfort, KY 40621

Business Associate

Local Health Departments

Various Locations throughout the Commonwealth

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## SECTION 5 – FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all applicable provisions of 2 CFR Part 200, Appendix II.

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

#### 5.00.01 Clean Air Act and Federal Water Pollution Control Act

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

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

In accordance with Federal Acquisition Regulation 52.209-5, 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the Contractor certifies by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the vendor shall notify the Commonwealth buyer of record within seventy-two (72) hours of the federal debarment. For this certification, "Principals," means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

#### 5.00.03 Certification of Lobbying Activities

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### 5.00.04 Equipment

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

Equipment and property reimbursed by CHFS to fulfill the requirements of this Contract, requires prior approval by the Cabinet and the federal agency before the federal government will allow the costs in accordance with 2 CFR Part 200.

#### 5.00.05 Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR § 200.216, 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

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(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### 5.00.06 Domestic Preferences for Procurements

In accordance with 2 CFR § 200.322:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

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

#### 5.00.07 Procurement of Recovered Materials

In accordance with 2 CFR § 200.323:

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.

#### 5.01 Subrecipient Provisions

This Contract has been identified as a subrecipient agreement. The Contractor (subrecipient) and all lower tier subrecipients shall comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the federal funding agency implementing regulations.

Federal agency implementing regulations for the Uniform Guidance are as follows:

2 CFR Part 300, Department of Health and Human Services

2 CFR Part 400, Department of Agriculture

2 CFR Part 802, Department of Veterans Affairs

2 CFR Part 910, Department of Energy

2 CFR Part 1500, Environmental Protection Agency

2 CFR Part 2205, Corporation for National and Community Service

2 CFR Part 2400, Department of Housing and Urban Development

2 CFR Part 2800, Department of Justice

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2 CFR Part 2900, Department of Labor

2 CFR Part 3474, Department of Education

Unless otherwise indicated by this Agreement, this subaward does not include Research and Development.

The Contractor (subrecipient) and all lower tier subrecipients shall adhere to all the requirements of the federally approved grant application, Notice(s) of Grant Award and Terms and Conditions. The Contractor shall be fully liable for federal refund related to any deficiencies identified in audit, state or federal review.

#### **5.01.01 Federal Funding Accountability and Transparency Act Compliance**

In accordance with 2 CFR, Part 170, the Contractor shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act), including registration of a unique entity identifier number if the amount of Federal funding awarded to the Contractor is \$25,000.00 or more.

The Contractor must disclose to CHFS the names of the top five executives and total compensation to each, if:

1. More than 80% of the Contractor's annual gross revenues originate from federal funds (received directly or indirectly), and those revenues are greater than \$25,000,000.00 annually; and
2. Compensation information is not already available to the public (such as through reporting under the Securities Exchange Act of 1934). See 2 CFR, Part 170 for additional details regarding executive compensation requirements.

#### **5.01.02 Audit Requirements**

The Contractor (subrecipient) shall have an audit conducted in accordance with Generally Accepted Government Auditing Standards and 2 CFR, Part 200, Uniform Guidance, Subpart F – Audit Requirements. The audit report's accompanying financial statements shall be issued in accordance with Generally Accepted Accounting Principles (GAAP) and reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.

The audit shall cover each fiscal year period of the contract duration, and a copy of the Contractor's audit report(s), federal schedule of expenditures, supplemental information by cost center and/or program and audit findings with a corrective action plan shall be submitted to the Contract Specialist within nine (9) months after the fiscal year end.

Should the audit report refer to a separate management letter of findings, the Contractor shall include a copy of the management letter with the audit report and comments and/or a corrective action plan. All material findings shall be reported in the audit section of audit findings and shall include the management's response and/or corrective action as required by 2 CFR, Part 200, Subpart F.

The audit report shall include a schedule of expenditures of federal awards and all federal award identification information as required by 2 CFR, Part 200, Subpart F.

The audit report shall include supplemental information of all federal grant and/or award expenditures by cost centers and/or programs identifying all administrative and indirect cost for each state fiscal year. The Contractor shall include in the supplemental information a list of their subrecipients of federal monies received through this Agreement and provide their subrecipient name, and unique entity identifier, Catalog of Federal Domestic Assistance (CFDA) number and description, subrecipient's expenditures and related contract number in addition to all other information required in 2 CFR, Part 200.

Upon request, a copy of the engagement letter shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months before the Contractor's fiscal year end, unless CHFS grants an extension in writing. If the Auditor of Public Accounts (APA) is to perform the audit, the name of the APA auditor and the anticipated start date shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months prior to fiscal year end, unless that office or its designee grants an extension in writing.

#### **5.01.03 Response/Compliance with Audit Findings**

The Contractor shall comply with and shall ensure any subrecipient's or Subcontractor's compliance with any finding of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principle relating to this Contract. The Contractor will provide CHFS, for CHFS' approval, a Corrective Action Plan that addresses the deficiencies identified in any audit, review, or inspection within thirty (30) calendar days of the close of the audit, review, or inspection. 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.

#### **5.01.04 Reporting Requirements**

1. Single Audit Report: When applicable, the Contractor shall ensure audit reports are made available through the Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(b), and shall provide notice of audit completion and availability within ten (10) calendar days of submission to the Federal Audit Clearinghouse, to the individual

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identified on page 1 of the Contract. If not required to submit audit reports through the Federal Audit Clearinghouse, the Contractor shall submit three (3) written copies of the audit report or an electronic copy to the individual identified on page 1 of the Contract no later than six (6) months following the end of the fiscal year audited, unless an extension is approved in writing by CHFS.

2. All reports and documentation: Electronic submission of required documents may be acceptable at the discretion of the Agency Contact identified on page 1 of the Contract.

#### **5.01.05 Indirect Cost**

The Contractor (subrecipient) shall be reimbursed for indirect costs only where the Contractor incurs indirect costs in addition to costs that are reimbursed as direct program costs. Indirect cost rates shall be recognized in the following order:

1. The Contractor's federally approved negotiated rate, if one exists, shall be recognized for the purposes of charging indirect cost to the federal programs administered through this subrecipient agreement, except where limited by federal law. The Contractor shall submit the federally approved indirect cost rate document to the Contract Specialist identified on page 1 of the Contract. A federally approved negotiated rate may exist in cases where the Contractor conducts business directly with the federal government other than as related to this Agreement. CHFS may issue an acceptance letter in addition to this Agreement to acknowledge the appropriate federally approved rate.

2. If no federally approved negotiated rate exists, the Contractor may request to utilize an indirect cost rate or cost allocation plan developed in accordance with 2 CFR, Part 200, Subpart E, by submitting a request and detailed indirect cost plan description to the Contract Specialist identified on page 1 of the Contract. Plan or rate approval must be evidenced by formal written acknowledgment by the Contractor as acceptable for purposes of billing, to be applied to federal programs, except where limited by federal law. If this option is approved, CHFS will issue a separate letter of acceptance which shall be valid for the term of this Agreement.

If options 1 or 2 above are not utilized, the Contractor may elect to utilize the de minimis rate (15% of Modified Total Direct Costs) as outlined in 2 CFR, §200.414(f), for purposes of requesting reimbursement for indirect costs as a subrecipient, to be applied to federal programs except where limited by federal law.

#### **5.01.06 Cost Share or Matching**

If indicated elsewhere in this Agreement, the Contractor (subrecipient) shall provide the required match as outlined in the federally approved grant application. The Contractor shall be fully liable for federal refund of any match deficiencies identified in audit. The cost sharing or matching contributions shall meet the following criteria:

- Are verifiable from the Contractor's records;
- Are not included as match contributions for any other federal award;
- Are necessary and reasonable for the accomplishment of project or program objectives;
- Are allowable under 2 CFR Part 200, Subpart E – Cost Principles;
- Are not paid by the federal government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs and written authorization has been received from the other federal program; and
- Conform to other provisions of 2 CFR, Part 200, and the federal funding agency implementing regulation for 2 CFR, Part 200, as applicable.

#### **5.01.07 Certification Regarding Drug-Free Workplace**

The Contractor certifies that it will comply with the drug-free workplace requirements in 2 CFR Part 182.

#### **5.01.08 Additional Information Required Under 2 CFR §200.332(a)(1)**

Upon request, the Department will make available any additional information required under 2 CFR §200.332(a)(1), Federal Award Identification.

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**Memorandum of Agreement Standard Terms and Conditions  
Revised August 2024**

**1.00 Effective Date**

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

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

**2.00 EEO Requirements**

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

**3.00 Cancellation Clause**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

**4.00 Funding Out Provision**

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

**5.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

**6.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for

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the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

### **7.00 Violation of tax and employment laws**

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

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

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

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

### **8.00 Discrimination**

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

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

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

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without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

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

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

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

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

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**CHFS Cabinet Approval:**

Eric Friedlander  
Signature

Secretary  
Title

Eric Friedlander  
Printed Name

4/23/2025 | 4:17 PM EDT  
Date

**CHFS Department Review:**

In Process


Patricia Okeson  
Signature

Deputy Commissioner of Operations  
Title

Patricia Okeson  
Printed Name

4/22/2025 | 5:20 PM EDT  
Date

**Approved as to form and legality:**

  
Attorney

3/23/2025 | 11:31 AM EDT  
Date

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Contractor approval on next page:  
**Allen County Health Department**

David Williams  
 Signature

David Williams  
 Printed Name

Director  
 Title

3/28/2025 | 12:36 PM EDT  
 Date Signed

**Anderson County Health Department**

Amanda Blair  
 Signature

Amanda Blair  
 Printed Name

Public Health Director  
 Title

3/24/2025 | 2:03 PM EDT  
 Date Signed

**Ashland-Boyd District Health Department**

Matt Anderson  
 Signature

Matt Anderson  
 Printed Name

Matt Anderson  
 Title

3/24/2025 | 2:12 PM EDT  
 Date Signed

**Barren River District Health Department**

Matthew L. Hunt  
 Signature

Matthew L. Hunt  
 Printed Name

District Director  
 Title

3/27/2025 | 9:43 AM EDT  
 Date Signed

**Bell County Health Department**

Taneisha Brummett  
 Signature

Taneisha Brummett  
 Printed Name

Public Health Director  
 Title

4/14/2025 | 9:08 AM EDT  
 Date Signed

**Bourbon County Health Department**

Andrea Brown Bourbon Co.  
 Signature

Andrea Brown Bourbon Co.  
 Printed Name

Public Health Director  
 Title

3/26/2025 | 8:31 PM EDT  
 Date Signed

In Process

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**Boyle County Health Department**

*Brent Blevins*

Signature

Brent Blevins

Printed Name

Public Health Director

Title

3/31/2025 | 4:30 PM EDT

Date Signed

**Bracken County Health Department**

*John Dells*

Signature

John Dells

Printed Name

Director

Title

3/25/2025 | 8:23 AM EDT

Date Signed

**Breathitt County Health Department**

*Beth Miller*

Signature

Beth Miller

Printed Name

Public Health Director

Title

3/25/2025 | 9:02 AM EDT

Date Signed

**Breckenridge County Health Department**

*Scott Shrewsberry*

Signature

Scott Shrewsberry

Printed Name

Public Health Director

Title

3/24/2025 | 2:30 PM EDT

Date Signed

**Buffalo Trace District Health Department**

*Victor McKay*

Signature

Victor McKay

Printed Name

Public Health Director

Title

4/3/2025 | 1:39 PM EDT

Date Signed

**Bullitt County Health Department**

*Robert Flaherty*

Signature

Robert Flaherty

Printed Name

Public Health Director

Title

3/24/2025 | 6:03 PM EDT

Date Signed

In Process

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**Calloway County Health Department**

Tracie M Jenkins  
 Signature  
 Tracie M Jenkins  
 Printed Name  
 Director  
 Title  
 3/26/2025 | 3:53 PM EDT  
 Date Signed

**Carter County Health Department**

Jeff Barker  
 Signature  
 Jeff Barker  
 Printed Name  
 Director  
 Title  
 3/25/2025 | 11:55 AM EDT  
 Date Signed

**Christian County Health Department**

Devin Brumfield  
 Signature  
 Devin Brumfield  
 Printed Name  
 Public Health Director  
 Title  
 3/24/2025 | 2:44 PM EDT  
 Date Signed

**Clark County Health Department**

Rebecca Kissick-Hake  
 Signature  
 Rebecca Kissick-Hake  
 Printed Name  
 Public Health Director  
 Title  
 3/27/2025 | 10:43 AM EDT  
 Date Signed

**Cumberland Valley District Health Department**

Christie Green  
 Signature  
 Christie Green  
 Printed Name  
 Public Health Director  
 Title  
 3/27/2025 | 2:47 PM EDT  
 Date Signed

**Estill County Health Department**

Elizabeth Walling  
 Signature  
 Elizabeth Walling  
 Printed Name  
 Public Health Director  
 Title  
 3/27/2025 | 2:58 PM EDT  
 Date Signed

In Process

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**Fleming County Health Department**

*Stephanie Fryman*

Signature

Stephanie Fryman

Printed Name

Public Health Director

Title

3/24/2025 | 11:06 AM PDT

Date Signed

**Floyd County Health Department**

*Martha Ellis*

Signature

Martha Ellis

Printed Name

Public Health Director

Title

3/24/2025 | 4:22 PM EDT

Date Signed

**Franklin County Health Department**

*Judy A. Mattingly*

Signature

Judy Mattingly

Printed Name

Public Health Director III

Title

3/24/2025 | 5:34 PM EDT

Date Signed

**Garrard County Health Department**

*J. Smith Garrard Co.*

Signature

J. Smith Garrard Co.

Printed Name

Public Health Director

Title

4/3/2025 | 6:49 PM EDT

Date Signed

**Gateway District Health Department**

*Greg Brewer*

Signature

Greg Brewer

Printed Name

Public Health Director

Title

3/24/2025 | 3:44 PM EDT

Date Signed

**Graves County Health Department**

*Riley Beth Willett*

Signature

Riley Beth Willett

Printed Name

Public Health Director

Title

3/24/2025 | 5:03 PM EDT

Date Signed

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**Grayson County Health Department**

Josh Horton  
 Signature  
 Josh Horton  
 Printed Name  
 Public Health Director  
 Title  
 4/3/2025 | 1:39 PM EDT  
 Date Signed

**Green River District Health Department**

Clayton Horton  
 Signature  
 Clayton Horton  
 Printed Name  
 Public Health Director IV  
 Title  
 3/24/2025 | 4:47 PM EDT  
 Date Signed

**Greenup County Health Department**

Chris Crum  
 Signature  
 Chris Crum  
 Printed Name  
 Public Health Director  
 Title  
 3/28/2025 | 3:44 PM EDT  
 Date Signed

**Harlan County Health Department**

Bobbie Crider  
 Signature  
 Bobbie Crider  
 Printed Name  
 Public Health Director I  
 Title  
 3/24/2025 | 12:14 PM PDT  
 Date Signed

**Hopkins County Health Department**

Denise Beach  
 Signature  
 Denise Beach  
 Printed Name  
 Public Health Director III  
 Title  
 3/27/2025 | 12:04 PM EDT  
 Date Signed

**Jessamine County Health Department**

Lisa Bolton, Interim  
 Signature  
 Lisa Bolton, Interim  
 Printed Name  
 Lisa Bolton  
 Title  
 3/25/2025 | 11:40 AM EDT  
 Date Signed

In Process

Document ID	Document Phase	Document Description	Page 34
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**Johnson County Health Department**

*Julie Bush*

Signature

Julie Bush

Printed Name

Public Health Director

Title

3/31/2025 | 6:02 PM EDT

Date Signed

**Kentucky River District Health Department**

*Scott Lockard*

Signature

Scott Lockard

Printed Name

Public Health Director

Title

3/24/2025 | 11:01 AM PDT

Date Signed

**Knox County Health Department**

*Rebecca Rains*

Signature

Rebecca Rains

Printed Name

Public Health Director

Title

3/24/2025 | 2:11 PM EDT

Date Signed

**Lake Cumberland District Health Department**

*Amy Tomlinson*

Signature

Amy Tomlinson

Printed Name

Public Health Director

Title

3/24/2025 | 7:10 PM EDT

Date Signed

**Laurel County Health Department**

*Clay Brent Carroll*

Signature

Clay Brent Carroll

Printed Name

Public Health Director

Title

4/4/2025 | 8:29 AM EDT

Date Signed

**Lawrence County Health Department**

*Debbie Miller*

Signature

Debbie Miller

Printed Name

Public Health Director

Title

3/24/2025 | 4:15 PM EDT

Date Signed

In Process

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**Lewis County Health Department**

*Anita J. Bertram*

Signature

Anita J. Bertram

Printed Name

Director

Title

3/24/2025 | 2:41 PM EDT

Date Signed

**Lexington-Fayette Health Department**

*Dr. Steve Davis*

Signature

Dr. Steve Davis

Printed Name

Interim Commissioner

Title

4/22/2025 | 11:41 AM EDT

Date Signed

**Lincoln County Health Department**

*Ann Stevens*

Signature

Ann Stevens

Printed Name

Public Health Director

Title

3/24/2025 | 2:10 PM EDT

Date Signed

**Lincoln Trail District Health Department**

*Sara Best*

Signature

Sara Best

Printed Name

President, Kentucky Health Departments Association

Title

3/24/2025 | 8:44 PM EDT

Date Signed

**Louisville Metro Department of Public Health and Wellness**

*Connie Mendel*

Signature

Connie Mendel

Printed Name

Director

Title

3/24/2025 | 2:40 PM EDT

Date Signed

**Madison County Health Department**

*Nikita Vundi*

Signature

Nikita Vundi

Printed Name

Public Health Director

Title

4/3/2025 | 2:51 PM EDT

Date Signed

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**Magoffin County Health Department**

Dr. James M. Shepherd  
 Signature  
 Dr. James M. Shepherd  
 Printed Name  
 Director  
 Title  
 4/14/2025 | 9:15 AM EDT  
 Date Signed

**Marshall County Health Department**

Billy Pitts  
 Signature  
 Billy Pitts  
 Printed Name  
 Public Health Director II  
 Title  
 4/7/2025 | 7:17 AM EDT  
 Date Signed

**Martin County Health Department**

Eric Mills  
 Signature  
 Eric Mills  
 Printed Name  
 Director of Public Health  
 Title  
 3/24/2025 | 2:09 PM EDT  
 Date Signed

**Mercer County Health Department**

Cathy Akins  
 Signature  
 Cathy Akins  
 Printed Name  
 Public Health Director  
 Title  
 4/14/2025 | 11:34 AM EDT  
 Date Signed

**Monroe County Health Department**

Jill Ford  
 Signature  
 Jill Ford  
 Printed Name  
 Public Health Director  
 Title  
 3/24/2025 | 5:02 PM EDT  
 Date Signed

**Montgomery County Health Department**

Allison Napier  
 Signature  
 Allison Napier  
 Printed Name  
 Public Health Director  
 Title  
 4/1/2025 | 4:04 PM EDT  
 Date Signed

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**Muhlenberg County Health Department**

Cathy Bethel  
 Signature  
 Cathy Bethel  
 Printed Name  
 Public Health Director  
 Title  
 3/24/2025 | 2:11 PM EDT  
 Date Signed

**North Central District Health Department**

Roanya Rice  
 Signature  
 Roanya Rice  
 Printed Name  
 Public Health Director  
 Title  
 3/24/2025 | 9:50 PM EDT  
 Date Signed

**Northern Kentucky Independent District Health Department**

Jennifer Mooney  
 Signature  
 Jennifer Mooney  
 Printed Name  
 District Director of Health  
 Title  
 3/24/2025 | 4:56 PM EDT  
 Date Signed

**Oldham County Health Department**

Matthew Rhodes  
 Signature  
 Matthew Rhodes  
 Printed Name  
 Director  
 Title  
 3/25/2025 | 7:56 AM EDT  
 Date Signed

In Process

**Pennyrile County Health Department**

Ashley Tyler  
 Signature  
 Ashley Tyler  
 Printed Name  
 Public Health Director  
 Title  
 4/8/2025 | 9:13 AM EDT  
 Date Signed

**Pike County Health Department**

Tammy Riley  
 Signature  
 Tammy Riley  
 Printed Name  
 Public Health Director  
 Title  
 4/3/2025 | 2:51 PM EDT  
 Date Signed

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**Powell County Health Department**

Stacy Crase  
 Signature  
 Stacy Crase  
 Printed Name  
 Public Health Director  
 Title  
 3/24/2025 | 2:49 PM EDT  
 Date Signed

**Purchase District Health Department**

Kent Koster  
 Signature  
 Kent Koster  
 Printed Name  
 Public Health Director III  
 Title  
 3/24/2025 | 3:00 PM EDT  
 Date Signed

**Three Rivers District Health Department**

Georgia F Heise  
 Signature  
 Georgia F Heise  
 Printed Name  
 District Director  
 Title  
 4/3/2025 | 1:22 PM EDT  
 Date Signed

**Todd County Health Department**

Brooke Calvery  
 Signature  
 Brooke Calvery  
 Printed Name  
 Public Health Director  
 Title  
 4/8/2025 | 12:02 PM EDT  
 Date Signed

**Wedco District Health Department**

Dr. Crystal Miller  
 Signature  
 Dr. Crystal Miller  
 Printed Name  
 Public Health Director  
 Title  
 3/24/2025 | 7:19 PM EDT  
 Date Signed

**Whitley County Health Department**

Marcy Rein  
 Signature  
 Marcy Rein  
 Printed Name  
 Director  
 Title  
 3/24/2025 | 2:03 PM EDT  
 Date Signed

In Progress

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**Woodford County Health Department**



\_\_\_\_\_  
Signature

Cassie Prather

\_\_\_\_\_  
Printed Name

Public health director

\_\_\_\_\_  
Title

3/24/2025 | 8:50 PM EDT

\_\_\_\_\_  
Date Signed

In Process

<u>Level</u>	<u>Program</u>	<u>Unit</u>	<u>Sub function</u>	<u>Grant</u>	<u>Fund</u>	<u>Revenue Category</u>	<u>File Name</u>	<u>Processed</u> <u>Date</u>	<u>Allocation</u>	<u>Payment</u>
CC0056 Jefferson County	PGF6200 Food	SP20	SPGS	0	138L	RC4201 State Restricted	GPHP2608B	12/29/2025	\$ 59,357.92	
CC0056 Jefferson County	PGF6200 Food	SP20	SPGS	0	138L	RC4201 State Restricted	PPHP2608A	1/8/2026		\$ 59,357.92

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Mar 2, 2026 8:11:15 AM EST

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In Process

Version: January FY26 Version

Models: DPH C&P Budget, YTD Cumulative Payments (Reporting)

Filters: DPH C&P Budget Level is CC0056 Jefferson County

or

YTD Cumulative Payments (Reporting) Level is CC0056 Jefferson County

Level in ascending order, Program in ascending order, Unit in ascending order, Sub function in ascending order, Grant in ascending order, Fund in ascending order, Revenue Category in ascending order, File Name in ascending order, Processed Date in ascending order, Allocation in ascending order,

Sorted By: Payment in ascending order

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