



Commonwealth of Kentucky CONTRACT

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Document Description: Transfer of RSTD Fund per SB 90

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

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Intellectual Disabilities
275 E Main Street
4 C D
Frankfort KY 40601-2321**Vendor No.**

KY0054926

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Effective From: 01/01/2023

Effective To: 06/30/2024

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY23 Behavioral Health Conditional Dismissal Program transfe	\$0.000000	\$10,500,000.00	\$10,500,000.00

Extended Description:

Per 22 RS SB 90, which was signed into law on April 20, 2022, the General Assembly directed the amount of \$10,500,000 in each fiscal year from the Opioid Abatement Trust Fund to the Behavioral Health, Developmental and Intellectual Disabilities budget unit for the behavioral health conditional dismissal program.

Effective From: 01/01/2023

Effective To: 06/30/2024

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		FY24 Behavioral Health Conditional Dismissal Program transfe	\$0.000000	\$10,500,000.00	\$10,500,000.00

Extended Description:

Per 22 RS SB 90, which was signed into law on April 20, 2022, the General Assembly directed the amount of \$10,500,000 in each fiscal year from the Opioid Abatement Trust Fund to the Behavioral Health, Developmental and Intellectual Disabilities budget unit for the behavioral health conditional dismissal program.

Shipping Information:	Billing Information:
Office of the Attorney General - Administrative Services East 1024 Capital Center Drive - AS Frankfort KY 40601	Office of the Attorney General 1024 Capital Center Dr, Suite 200 Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$21,000,000.00
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MEMORANDUM OF AGREEMENT

**Between
Kentucky Office of the Attorney General
And
Department for Behavioral Health, Developmental
& Intellectual Disabilities**

This Memorandum of Agreement (MOA) is entered into by and between the Commonwealth of Kentucky, Office of the Attorney General (Office of the Attorney General), and the Commonwealth of Kentucky, Department for Behavioral Health, Developmental and Intellectual Disabilities (DBHDID or Contractor), to establish an agreement for the transfer of Restricted Funds for a behavioral health conditional dismissal program. The initial MOA is effective from January 01, 2023 through June 30, 2024.

WITNESSETH:

WHEREAS, KRS 15.291 creates the Opioid Abatement Trust Fund for funds received as a result of certain opioid-related settlements, judgments, and bankruptcy proceedings.

WHEREAS, the General Assembly of the Commonwealth in the 2022 Regular Session, SB 90 directed that Ten Million, Five Hundred Thousand Dollars (\$10,500,000.00) from the Opioid Abatement Trust Fund be disbursed to DBHDID each fiscal year, beginning in 2023, for a total of four years, unless extended or limited by the General Assembly.

WHEREAS, 22 RS SB 90 requires DBHDID to utilize the aforementioned disbursements for a behavior health conditional dismissal program, which is more fully described in KRS 533.270 – 533.290.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality, and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

SECTION 1. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

With the execution of this MOA, the Office of the Attorney General agrees to transfer to DBHDID Ten Million Five Hundred Thousand Dollars (\$10,500,000.00) in FY 2023 and Ten Million Five Hundred Thousand Dollars (\$10,500,000.00) in FY 2024.

SECTION 2. OBLIGATIONS OF THE CONTRACTOR

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DBHDID covenants and agrees to accept the funds and to utilize the funds for purposes of the behavioral health conditional dismissal program described in KRS 533.270 – 533.290.

SECTION 3. MUTUALITY OF OBLIGATIONS

A. Except as may otherwise be provided herein, each party to this MOA shall be solely responsible for any costs incurred in fulfilling its obligations under this MOA, and no party shall have any claim against any other party for reimbursement of such costs, whether or not any party is in default.

B. The terms and conditions of this agreement may be amended by mutual written consent of the parties.

C. Any questions as to the execution, validity, interpretation, and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky.

D. The parties hereto agree that any legal action brought on the basis of this agreement shall be filed in Franklin Circuit Court of the Commonwealth of Kentucky.

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**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

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.

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 other party 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

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

6.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, 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.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

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with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:

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

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

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

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

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

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

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

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

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

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

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Approvals

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

1st Party:

Stacy R. Woodrum
Signature

Stacy Woodrum
Printed Name

Executive Director, Office of
Administrative Services
Title

December 7, 2022
Date

2nd Party:

Eric Friedlander
Signature

Eric Friedlander
Printed Name

Secretary
Title

12/7/2022 | 11:35 AM EST
Date

Approved as to form and legality:

[Signature]
Attorney