



Commonwealth of Kentucky CONTRACT

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| Document Number: | PON2 040 2500001218 | Version: | 1 |
| Record Date: | | | |
| Document Description: | Central Florida Cares | | |
| Cited Authority: | FAP111-44-00NP Memorandum of Agreement - Non Profit 501 (c) 3 | | |
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|------------------------|----------------------|
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Effective From: 2024-11-11 **Effective To:** 2026-06-30

| Line Item | Delivery Date | Quantity | Unit | Description | Unit Price | Contract Amount | Total Price |
|-----------|---------------|----------|------|------------------------------|------------|-----------------|----------------|
| 1 | | 0.00000 | | Better Without It Initiative | \$0.000000 | \$2,560,875.00 | \$2,560,875.00 |

Extended Description:
To conduct the Better Without It youth-focused prevention initiative.

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| Shipping Information: | Billing Information: |
| Opioid Abatement Commission 1024 Capital Center Drive, Suite 200 | Office of the Attorney General 1024 Capital Center Dr, Suite 200 |
| Frankfort KY 40601 | Frankfort KY 40601 |

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| TOTAL CONTRACT AMOUNT | \$2,560,875.00 |
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MEMORANDUM OF AGREEMENT

Between

Office of the Attorney General

and

Central Florida Cares Health System, Inc. DBA “Central Florida Cares”

This Memorandum of Agreement (MOA) is entered into by and between the Commonwealth of Kentucky, the Kentucky Opioid Abatement Advisory Commission (KYOAAC) by and through the Office of the Attorney General (OAG) and Central Florida Cares Health System, Inc. DBA “Central Florida Cares” (CFC) to establish an agreement for CFC to utilize opioid settlement funds for the development, management, and execution of the youth-focused prevention initiative, known as Better Without It™ (BWI). The initial MOA is effective from NOVEMBER 11, 2024, through JUNE 30, 2026.

Section 1: Background:

In the furtherance of the mandates set forth by KRS 15A.342, KRS 15.291, and KRS 15.293, and to deliver expeditiously the resources needed to combat the opioid epidemic, the OAG proposed to the KYOAAC a state-wide, youth-focused prevention initiative called Better Without It™ (BWI) to be developed, managed and executed by CFC. The KYOAAC approved funding for this proposal during its regular meeting on September 10, 2024.

Section 2: Scope of Agreement:

1. The scope of this MOA shall be governed by all statutory and regulatory requirements of KRS 15.291, KRS 15.293, KRS 15.295, KRS 17.160 and 40 KAR 9:010.
2. Termination for Cause.
Termination for cause, breach or non-performance may be accomplished by OAG with no less than twenty-four (24) hour notice delivered to the CFC in writing. The determination of cause, breach or non-performance of subcontract shall be made by the OAG. Upon cancellation of the agreement OAG shall recover any unexpended funds and/or unauthorized expenditures.
3. Termination at Will.
Either party providing thirty (30) days written notification, shall accomplish termination of this MOA, at the will of the OAG or CFC, without cause. Upon cancellation of the agreement OAG shall recover any unexpended funds and/or unauthorized expenditures.

Central Florida Cares Shall:

1. Subcontract as needed for successful execution of the Better Without It initiative for youth and young adults (defined as young people between the ages of 13 and 26) in the State of Kentucky, including but not exclusively with CTS {agency and the Brevard Prevention Coalition. All Subcontractors must be approved by OAG prior to engaging. CFC shall be solely responsible for all payments to Subcontractors.

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2. Provide a two-year, renewable license to use BWI branded print and digital assets for prevention outreach initiatives throughout Kentucky in substantially the same form as attached as Exhibit A to this MOA. All cobranding will be approved by CFC prior to use by KYOAC and their partners. This licensing fee includes:
 - a. Cobranded BWI materials.
 - b. Access to the full library of existing or to-be-created materials.
 - c. Partner acknowledgement and custom landing page on the BWI website.
 - d. Local distribution of the J.A.M. Sesh mobile game.
 - e. Access to BWI-branded training on positive youth development prevention communications and programs.
 - f. Access to periodic BWI coalition partner calls.
3. Conduct audience research in partnership with KYOAC staff and statewide partners to understand influences on and attitudes and concerns of Kentucky youth and young adults relating to substance abuse. This research includes:
 - a. Review existing literature (e.g. reports, university data, other market research) on media consumption habits and substance use attitudes of Kentucky youth and young adults.
 - b. Advise and consult on focus groups to be facilitated by Kentucky Youth Advocates, including discussion questions and participant breakdown.
 - c. Draft and distribute 3-5 targeted online surveys to identify attitudes of Kentucky youth and young adults toward substance use.
4. Facilitate project management for the initiative, including:
 - a. Task and timeline coordination for all deliverables. Refer to “Exhibit B” for initial deliverables.
 - b. Ongoing project correspondence, phone calls, emails, and meetings with partners for development and execution of the project.
 - c. Vendor and partner management, including selection of a Kentucky-based production team to deliver in-state video and photography under the creative direction of CTS } agency.
 - d. Coordination with OAG identified Kentucky project working group to oversee and advise on the campaign content.
 - e. Collect, analyze and report on agreed upon metrics.
 - f. Contract and invoice management.
 - g. Periodic presentations to funders and stakeholders.
 - h. Travel to Kentucky as needed for stakeholder meetings and campaign initiatives for an assumed maximum of three (3) trips for up to four (4) people. Whenever possible participate in meetings virtually.
5. Conduct quarterly strategy consultations (conducted virtually) that include:
 - a. Campaign performance report based on metrics developed in collaboration with Kentucky partners (e.g. number of impressions, teens/young adults reached with ads and content, video views, social media followers, social media reactions and shares, survey responses, and youth engagement)
 - b. Campaign activities report, including strategy and budget updates
 - c. Consultations on efforts to address local needs
6. Produce and administer Kentucky-specific ad campaigns, including:
 - a. Produce creative advertising materials targeted to Kentucky youth and young adults, including:

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- i. at least 2-4 cobranded social media advertising graphics per quarter.
 - ii.at least four television-quality videos during the campaign period.
 - iii.at least two radio-quality audio advertising messages per year.
 - b. Distribute those creative advertising messages via regional and local targeting on platforms including but not limited to:
 - i. Social media channels
 - ii.Streaming advertising (e.g. Hulu, Spotify, Roku, YouTube)
 - iiiInfluencer partnerships on social media platforms
 - c. Manage strategy and implementation for ad campaigns, including but not limited to:
 - i. Identification of influencers and advertising platforms.
 - ii.Managing payments and creative approvals.
 - iiiCommunication with media vendors and influencers.
 - ivScheduling advertising campaigns and platforms.
 - v.Metrics tracking for individual ad campaigns for performance evaluation.
- 7. Create and promote Kentucky-specific content as well as Better Without It brand content within the State of Kentucky, including:
 - a. Organic and boosted social media content.
 - b. Google and Apple advertising of the J.A.M. Sesh mobile game.
 - c. Website-based resources (e.g. PDF downloads, video playlists, etc.).
 - d. Other content at the discretion and recommendation of CFC and our partners.
- 8. Participate in the development of creative assets for university specific Better Without It initiatives, including:
 - a. Graphic design for venue and platform-based advertising for the University of Kentucky, University of Louisville, and Western Kentucky University.
 - b. Brand management and oversight of content produced by university staff or partners in collaboration with Better Without It.
 - c. Review of proposed partnership strategies and metrics delivered by university venue marketing teams.

The KYOAAC shall:

1. Work collaboratively with CFC to support the execution of the BWI initiative, including regular meetings, management, and selection of an advisory working group to guide the initiative, and make connections with in-state partners who can help support or distribute the campaign.
2. Establish and manage partnerships with local universities to distribute and participate in the initiative.
3. Provide oversight and final determinations on the overall campaign direction, usage and distribution within Kentucky.
4. Follow all brand guidelines provided by CFC for the BWI Trademark.
5. To the extent allowed by Kentucky state law, KYOAAC shall be responsible for all liability, damages, claims and expenses arising from any unauthorized or inappropriate use of the BWI Trademark by KYOAAG or services provided KYOAAG pursuant to

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this MOA. Neither KYOAAC nor OAG shall be responsible for the use of the BWI Trademark or other conduct of any third party.

Section 3: Pricing

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| Statewide Digital & College Venues Advertising Campaign | \$1,300,000 |
| Statewide Influencer Advertising Campaign | \$150,000 |
| Campaign Licensing & Brand Assets | \$386,875 |
| Digital & Out-Of-Home Advertising Campaign Management | \$268,750 |
| Influencer Advertising Campaign Management | \$56,250 |
| Research (Focus Group Questions, Literature Review, & Survey) | \$60,000 |
| Video Production (in Kentucky) | \$75,000 |
| Project Management | \$250,000 |
| Travel to Kentucky | \$14,000 |
| TOTAL PROPOSED BUDGET | \$2,560,875 |

The OAG shall pay CFC for project activities in accordance with the following schedule:

1. Initial payment of \$386,875 for the Campaign Licensing & Brand Assets to be paid upon execution of the contract.
2. All other payments will be made by the last workday of each month based on invoices provided by CFC to the OAG detailing services and deliverables. Invoices will be provided by the 15th of the month following completion of services.
3. Billing shall not exceed the total proposed budget.

The terms and conditions of this agreement may be amended by mutual written consent of the parties. Any questions as to the execution, validity, interpretation, and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action brought based on this agreement shall be filed in Franklin Circuit Court of the Commonwealth of Kentucky.

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**MOA/PSC Exception Standard Terms and Conditions
Revised August 2024**

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

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

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

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

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee (“LRC”). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

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

The 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 LRC Policies

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

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

3.00 Choice of Law and Forum

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

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

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

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.

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5.00 Cancellation

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

6.00 Funding Out Provision

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

7.00 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.

8.00 Authorized to do Business in Kentucky

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

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.

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.

Registration with the Secretary of State by a Foreign Entity

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

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

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

9.00 Invoices for fees

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

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

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10.00 Travel expenses, if authorized

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

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

11.00 Other expenses, if authorized herein

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

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

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

12.00 Purchasing and specifications

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

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

13.00 Conflict-of-interest laws and principles

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

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance

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

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

15.00 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

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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).

16.00 Social security

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

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

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

17.00 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.

18.00 Discrimination

This section applies only to contracts 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 contract, the Contractor agrees as follows:

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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 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/her 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 contract or with any of the said rules, regulations or orders, this contract 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 that 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

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direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

- [KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
- [KRS Chapter 139](#) (SALES AND USE TAXES)
- [KRS Chapter 141](#) (INCOME TAXES)
- [KRS Chapter 337](#) (WAGES AND HOURS)
- [KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- [KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
- [KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

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

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

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

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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 Woodrum
Signature

Office of Management & Budget
Title

Stacy Woodrum
Printed Name

October 25, 2024
Date

2nd Party:


Signature

Title

Printed Name

Date

Approved as to form and legality:

Christopher Thacker
Attorney

TRADEMARK LICENSE AGREEMENT

Parties

This Agreement is made this 11th day of November, 2024 by and between Central Florida Cares Health System, Inc., a Florida Not For Profit Corporation DBA “Central Florida Cares” with its principal offices at 707 Mendham BLVD, Suite 201 Orlando FL 328245 (the “Licensor”) and the Commonwealth of Kentucky, the Kentucky Opioid Abatement Advisory Commission by and through the Office of the Attorney General (the “Licensee”). This Agreement is subject to a Memorandum of Agreement signed between the Parties on [INSERT DATE], including all schedules and exhibits to such agreement.

Recitals

The Licensor has exclusive rights to certain Brand Assets related to the Better Without It™ campaign, including trademarks, service marks, and trade names (such Brand Assets and marks, individually or collectively, the “Marks”). The Licensee wishes to be licensed to use the Marks. The Licensee appreciates that the Marks have been coined, promoted and commercialized in ways that attach material value to them.

Terms of Agreement

1. **Definitions.** The terms defined in this section 1 and parenthetically elsewhere in this Agreement shall have the meanings here or there attached. Defined terms may be used in the singular or plural.
 - (a) “**Brand Assets**” shall mean any branded materials using the Better Without It™ mark or incorporated into the Better Without It™ campaign.
 - (b) “**Campaign**” shall mean the specific campaign enumerated in the Memorandum of Agreement, as may from time to time be amended by mutual agreement.
 - (c) “**Territory**” shall mean the Commonwealth of Kentucky.
 - (d) “**Term**” shall mean the period commencing on the first day of the first calendar month following the execution date of this Agreement and terminating on June 30th, 2026. Provided that the Licensee shall be in full compliance with all of its obligations and duties under this Agreement, the Parties may mutually agree to renegotiate additional terms in good faith.
2. **Ownership.** The Licensee acknowledges that the Licensor is the sole and exclusive owner of the entire right, title and interest (including all accompanying goodwill) in and to the Marks.
 - (a) **Rights Limited to Grant.** The Licensee acknowledges that it shall be entitled to no rights whatsoever in the Marks except as is specifically granted pursuant to this Agreement and then only to the extent of the express grant.
 - (b) **No Assertion of Invalidity.** The Licensee covenants not to attack the validity of any of the Marks at any time, whether during or after the term of this Agreement.
 - (c) **Related Intellectual Property.** Any improvements to the Marks or Intellectual Property created related to the Marks will be owned directly by the Licensor
3. **License Grant.**
 - (a) **Use.** The Licensor grants to the Licensee a nonexclusive, limited license to use of the Marks as trademarks in the Territory and in connection with the Campaign.

- (b) **Restrictions on Use of Marks.** The Licensee shall make no use of any Mark except in the form and with the graphics authorized in advance by the Licensor consistent with any Licensor provided brand guidelines. The Licensee shall for each such use feature a prominent notice and acknowledgement of the Licensor's ownership and license of the Marks. The Licensee shall also cause the symbol "®" to appear next to and above each Mark that is registered in the Territory. All published usages of the Marks shall also use the symbol "TM" or "SM," whichever is applicable, next to each Mark which is unregistered in the Territory and licensed under this Agreement.
 - (c) **No Adaptation.** The Licensee shall not adopt or use any mark, logo, insignia or design that is, or is likely to be, confusingly similar to, or could cause deception or mistake with respect to, any of the Marks.
 - (d) **No Injury to Marks.** The Licensee shall not use the Marks in any manner that would be offensive to good taste or would injure the reputation of the Licensor and/or of the Marks.
4. **Monetary Considerations.** A payment of \$386,875 for the License shall be paid upon execution of the Agreement.
5. **Restrictions on Certain Trademark Registration Activity.** During the Term of the Agreement and thereafter, the Licensee shall not apply for, or aid or abet others to apply for, trademark registrations in the Territory or in any foreign country for any mark or design which includes the Marks (or any variations of them), alone or in combination, except with the Licensor's express prior written consent, nor shall the Licensee contest the Licensor's rights in and to the Marks. Without limiting the foregoing, the Licensee shall not seek or aid and abet others to seek registration for marks which shall include in a composite way any of the Marks or variations of them. The Licensee's goodwill and uses of the Marks (as well as any Licensor-authorized variations of the Marks) shall inure to the benefit of the Licensor.
6. **Infringement.** The Licensee shall immediately notify the Licensor of the receipt of any claim that the Licensee's use of one or more of the Marks on any Product violates the rights of any third party and shall cooperate with the Licensor in any litigation, proceeding or settlement that the Licensor shall deem advisable regarding any such claim in so far as such cooperation is reasonable and consistent with Licensee's duties and obligations under Kentucky law. The Licensee shall have no right (or obligation) to proceed against, or to settle with, infringers of the Marks and the Licensor shall have the sole control of any actions brought against third parties, which the Licensor shall be entitled to bring, or not bring, in its sole and absolute discretion. The Licensee shall immediately notify the Licensor if it becomes aware of any infringement of the Licensor's Marks, unfair competition, or palming off with respect to the Campaign. If the Licensor elects to sue the third party engaging in such conduct, the Licensee shall, at the Licensor's sole expense, cooperate in so far as such cooperation is reasonable and consistent with Licensee's duties and obligations under Kentucky law.
7. **Remedy for Unauthorized Use of Marks.** The Licensee acknowledges that the Licensor has no adequate remedy under this Agreement or at law if the Licensee were to use the Marks in a manner not authorized by this Agreement and that the Licensor would, in such circumstances, be entitled to injunctive or other equitable relief, including interlocutory and preliminary injunctive relief. The Licensee also acknowledges that Licensor's rights and remedies under this Agreement and under the law are intended to be cumulative, and not mutually exclusive.

8. Assignment. The Licensee's rights under this Agreement and this Agreement itself shall not be subject to assignment by the Licensee to any third parties without the prior written approval of the Licensor. Inasmuch as the rights granted under this Agreement are personal to the Licensee and not subject to assignment, sublicensing or transfer, in all or in part, in any manner whatsoever except with the Licensor's prior written consent, the Licensee acknowledges that any attempted assignment, sublicense or transfer of this Agreement or any rights granted under it, in whole or in part, in violation of the foregoing shall be null and void. The Licensor may assign its right to receive royalties under this Agreement to any third party and may also assign this Agreement in its entirety to a successor to the Licensor for one or more of the Marks.

9. Indemnity. To the extent allowed by Kentucky state law, KYOAAC shall be responsible for all liability, damages, claims and expenses arising from any unauthorized or inappropriate use of the BWI Trademark by KYOAAG or services provided KYOAAG pursuant to this MOA. Neither KYOAAC nor OAG shall be responsible for the use of the BWI Trademark or other conduct of any third party.

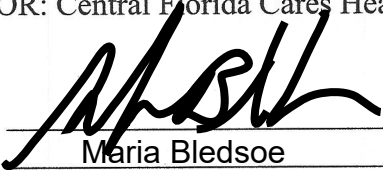
10. Termination.

- (a) Cure.** If the Licensee shall breach any of the provisions of this Agreement and such breach shall not be promptly cured upon notice from the Licensor of the breach, then the Licensor shall have the option to terminate this Agreement. In the event of such termination, the Licensee shall cease to use any of the Marks on the Campaign.
- (b) Survival.** All the Licensor's rights created by this Agreement which are not fully discharged by the Licensee during the term of the Agreement shall survive. This includes all obligations for the Licensee to do, or refrain from doing, acts which by their terms in this Agreement extend beyond the term of the Agreement.

Execution

The parties, through their duly authorized representatives, sign this Agreement whereupon it enters into full force and effect in accordance with its terms. This Agreement may be executed in one or more counterparts.

LICENSOR: Central Florida Cares Health System, Inc.

By: 
Name: Maria Bledsoe
Title: Chief Executive Officer

LICENSEE: Commonwealth of Kentucky, the Kentucky Opioid Abatement Advisory Commission (KYOAAC)


By: 
Name: D. Chris Evans
Title: Executive Director

EXHIBIT B

SERVICES AND DELIVERABLES

Project Kickoff & Research

- Initial deposit for campaign licensing
- In Progress: survey draft, focus group support, literature review, vendor partnership acquisition, influencer research, social ad concept creation, and media calendar planning
- Deliver initial vendor and influencer recommendations
- Deliver initial graphics and copy for first social advertisement campaign (4 concepts)
- Deliver Kentucky campaign launch 'tease' content
- Ongoing Project Management

Research & Strategy Planning

- Deliver completed survey drafts and recommended distribution strategies for review
- In Progress: work with media vendors on initial creative for streaming ad campaigns; ongoing influencer outreach and collaboration; continued research
- Deliver media platform recommendations
- Launch first social ad campaigns
- Ongoing Project Management

Research cont. / Creative Development

- Deliver launched survey(s) and promotion materials
- Deliver research summary based on literature review
- In Progress: work with media vendors on initial creative for streaming ad campaigns; ongoing influencer outreach and collaboration; continued research; ongoing creative and ad creation
- Deliver Quarterly Consultation
- Ongoing Project Management

Creative Development & Launch Prep

- In Progress: work with media vendors on initial creative for streaming ad campaigns; ongoing influencer outreach and collaboration; continued research; ongoing creative and ad creation
- Deliver initial creative for streaming ad campaigns
- Ongoing Project Management

Creative Development & Launch Prep

- In Progress: continued research; ongoing creative and ad creation; ongoing influencer outreach and collaboration; work with media vendors
- Deliver revised creative for streaming ad campaigns
- Ongoing Project Management

Streaming Ad Campaign Launch

- Deliver research summary based on focus groups and surveys received to date
- Deliver Quarterly Consultation
- Ongoing Project Management