



Commonwealth of Kentucky

CONTRACT

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Document Description:	SUBRECIPIENT - HANDS Home Visits C5657			
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Effective From: 2025-02-15 **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY25 Home Visiting Services	\$0.000000	\$733,100.00	\$733,100.00

Extended Description:

This is a subaward of federal financial assistance.

The Lexington Fayette Urban County Government, Family Care Center shall provide home-visiting services using the Health Access Nurturing Development Services (HANDS) program to Fayette County residents.

Funding:
 Federal - 9%
 Agency - 72%
 Tobacco - 19%

FAIN - X1053615
 ALN - 93.870

UEI - VM1GLHWZXA96

Lexington Fayette Urban County Government Contact:
 Amanda Patrick
 apatrick@lexingtonky.gov

Department for Public Health Contact:
 Andrew Waters
 andrew.waters@ky.gov

Shipping Information:	Billing Information:
	CHFS DPH Division Of Maternal & Child Health 275 E Main Street HS2WA Frankfort KY 40621

Effective From: 2025-02-15 **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		FY26 Home Visiting Services	\$0.000000	\$733,100.00	\$733,100.00

Extended Description:

This is a subaward of federal financial assistance.

The Lexington Fayette Urban County Government, Family Care Center shall provide home-visiting services using the Health Access Nurturing Development Services (HANDS) program to Fayette County residents.

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TOTAL CONTRACT AMOUNT	\$1,466,200.00
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SUBRECIPIENT Memorandum of Agreement Terms and Conditions
Regular (Government/Quasi-Governmental) (PON2)

This Memorandum of Agreement (MOA) between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Public Health (“the Commonwealth”) and Lexington Fayette Urban County Government, Family Care Center (“The Contractor”) to establish an agreement for Health Access Nurturing Development (HANDS). The initial MOA is effective from 02/15/2025 through 06/30/2026.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

Health Access Nurturing Development Services (HANDS) program as an evidence-based, voluntary statewide home visitation program that supports at-risk parents during the prenatal period until the child's third birthday. The goals of the HANDS program are to:

- (a) facilitate safe and healthy delivery of babies;
- (b) provide information about optimal child growth and human development;
- (c) facilitate the safety and health of homes; and
- (d) encourage greater self-sufficiency of families. Family Support Workers work with families using a Department for Public Health (DPH) approved curriculum.

The Lexington Fayette Urban County Government, Family Care Center, hereinafter referred to as Family Care Center, shall provide HANDS services to Fayette County residents and ensure that program goals and objectives are met.

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 the 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

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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

Notice of Grant Award(s)

Business Associate Agreement (BAA)

1.05-Definitions/Acronyms

Health Access Nurturing Development Services (HANDS)

Cabinet for Health and Family Services (CHFS)

HANDS Manual (“HANDSBook”)

Continuing Education Units (CEUs)

Department for Public Health (DPH)

SECTION 2-SCOPE OF SERVICES

2.00-Services Required

The Family Care Center shall provide HANDS services to eligible pregnant individuals and parents in accordance with the HANDS Manual (“HANDSBook”) and all applicable laws, regulations, and codes of federal and state governments:

1. Employ and assign ongoing home visitors, social workers and supervisors as necessary to meet the HANDS program guidelines for home visiting in accordance with 902 KAR 4:120.
2. Provide all HANDS staff with the necessary training on family counseling and education services including information and skills pertaining to assessment, intervention, social services resources, supervision and continuous quality assurance.
3. Ensure maintenance of any required Certified Education Units (CEUs) or certifications necessary for staff to continue to perform HANDS functions.
4. Provide intensive family intervention, support services and resources using the HANDS model. Service shall:
 - a. enhance physical, emotional, and educational development of children;
 - b. promote positive parenting;
 - c. enhance parent-child interaction;
 - d. assure that families have primary medical homes;
 - e. promote appropriate use of community resources; and
 - f. prevent child abuse.
5. Provide equipment and supplies, as needed, for the HANDS staff.
6. Enter HANDS data into the HANDS database system.
7. Provide malpractice insurance for staff employed under this agreement with minimum liability of \$1,000,000 per occurrence.

2.01-Deliverables

The Family Care Center shall:

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1. Review documentation/minutes of community collaboration participation to ensure regular partnering efforts to support referrals and committees. Report the results to CHFS in the format provided by CHFS.
2. Provide HANDS services to no less than 100 families annually.
3. Services submitted for payment must be entered into the HANDS database system.

2.02-Reporting Requirements

Family Care Center shall:

1. Submit a HANDS Quality Assurance Site Review Visit Summary following each annual site visit outlining the compliant and non-compliant policies and procedures.
2. All visit information shall be entered into the HANDS web system.

2.03-Subcontractors

Subcontractors are not acceptable for this contract.

2.04-Equipment

Purchase of equipment with contract funds is not allowed.

2.05- CHFS/Department Responsibilities

Department for Public Health (DPH) is responsible for:

1. DPH will maintain communication with the contractor concerning HANDS program implementation to include training, quality assurance procedures, and overall program implementation.
2. DPH will provide technical assistance to the contractor and contractor's staff Regarding implementation of HANDS services.
3. DPH will make available curriculum and program procedures training for staff.

2.06-Monitoring Requirements

DPH administration will monitor contract for compliance with policies and procedures described within this contract on a semi-annual basis.

2.07-Related Documents and Materials Incorporated by Reference

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

SECTION 3-PRICING/INVOICING

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

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices. 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.

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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 Department 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 this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Contract Specialist identified on page 1 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

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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 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 allowable by 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 Contractor during the term of this or any prior Contract with CHFS; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of 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 Contractor or as a result of the express written request of CHFS; or (f) Contractor's failure to comply with any applicable state or federal laws or regulations. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to Contractor.

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 Party's reasonable control include, but not 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

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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.

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

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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 based on race, religion, color, national origin, sex, disability, age, political beliefs, veteran's status, national origin, or any other protected class identified in federal, state or local laws. The Contractor will not retaliate for prior civil rights activity. The Contractor agrees to comply with, as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all other applicable federal, state and local laws prohibiting discrimination.
2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.
3. In all program or service solicitations or advertisements placed by or on behalf 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, 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'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 such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.
5. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations 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 the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;
 - B. Have a method of identifying LEP individuals; and
 - C. Provide language assistance measures (e.g., oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

4.01.14-Staffing

Any individual providing services under this Contract must 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 Contractor shall immediately notify CHFS.

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Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify CHFS.

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.

The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

4.02.03-Subcontractors

Unless provided in the scope of work and pre-approved at the Cabinet level, the Contractor shall make no subcontract with any other party for furnishing any of the work or services herein. This provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder. The Contractor shall be solely responsible for performance of the entire Contract whether or not Subcontractors are used.

4.02.04-Indirect Cost

Except as otherwise 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 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 described in the terms and conditions of this Contract, must be fully documented and reviewed by the Cabinet's project manager before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

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

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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 Department's representative designated by the Department 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 regarding a Letter of Concern, the Department shall proceed to the additional enforcement contained in this Contract.

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 delineate the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by Finance or the Department, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within ten (10) business days.

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of receipt. 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 of the Letter of Concern 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 nature of the deficiency. The Contractor shall request an extension of time in writing from the representative designated in the Letter of Concern or the written deficiency notice. The written 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 KRS 61.931, as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the

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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 the Act.

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

In the event of non-renewal or termination, upon receipt of the required notice of non-renewal or termination, 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 accounting and report as of the date of termination about the status of services. This report shall be provided to CHFS within twenty-one (21) days of the effective date of termination.
5. 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.
6. 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.
7. 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.

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;

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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 code of ethics or conduct. Failure of the Contractor to abide by the applicable code of ethics 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
275 East Main Street
Frankfort, KY 40621

Business Associate:

Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY, 40307

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.

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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;

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- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5.00.06 Domestic Preferences for Procurements

In accordance with 2 CFR § 200.322(a):

- (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

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- 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
- 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, 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,

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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 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 (10% 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;

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- 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.

Endnotes

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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:

Signature

Title

Printed Name

Date

Contractor Approval:

Signature

Mayor
Title

Linda Gorton

Printed Name

Date

CHFS Department Review:

Signature

Title

Printed Name

Date

Approved as to form and legality:



Attorney

1/14/2025 | 9:10 AM EST

Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Memorandum of Agreement (“Covered Entity”), whose principal place of business is located at the address listed in the Memorandum of Agreement and the Vendor listed in the Memorandum of Agreement (“Business Associate”), whose principal place of business is located at the address listed in the Memorandum of Agreement, in conformance with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA RULES”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Memorandum of Agreement # PON2 728 2500001261;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in the performance of the services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information (“PHI”) as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR §164.304; 45 CFR §160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent one-time disclosure between Covered Entity or Business Associate workforce member to another workforce member at the same covered entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Business Associate” shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 “Covered Entity” shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 “Data Aggregation” shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 “Designated Record Set” shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 “Effective Date” shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and 164, as may be amended from time to time.
- 1.10 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.11 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.12 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.13 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.14 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.15 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.16 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE’S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide the Covered Entity the following information: (1) a brief description of what happened, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable diligence, would have been known by the Business Associate. The Business Associate shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply

with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312, and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to assure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e) (1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and,
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404 (d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is infeasible to return or destroy the PHI, protections are extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party that results from Business Associate's breach. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract, and/or via facsimile to the facsimile telephone numbers listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.

Each party named in the Service Contract may update its address and that of its representative for notice by giving notice thereof in the provided manner.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court or Federal District Court of Kentucky.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Name:

Name: Linda Gorton

Title:

Title: Mayor

Date:

Date:

Federal Conflict of Interest Disclosure Form

Department: 728 – DPH

Contract Name: SUBRECIPIENT - HANDS Home Visits C5657

Contract Number: PON2,728,2500001261

Term of Contract: Start Date: 02/15/2025 End Date: 06/30/2025

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the Vendor’s other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the Vendor has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the above-mentioned contract. The vendor should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from signing the contract.

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____

2. _____

3. _____

The Vendor 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 regulation (2 CFR 200.112).

Signature: _____

Name: Linda Gorton

Title: Mayor

Date: _____



Department of Health and Human Services
 Health Resources and Services Administration

Notice of Award
 FAIN# X1053615
 Federal Award Date: 08/27/2024

Recipient Information

- 1. Recipient Name**
 HEALTH SERVICES KENTUCKY CABINET FOR
 275 E Main St, #4E
 Frankfort, KY 40621-1000
- 2. Congressional District of Recipient**
 01
- 3. Payment System Identifier (ID)**
 1610600439B5
- 4. Employer Identification Number (EIN)**
 610600439
- 5. Data Universal Numbering System (DUNS)**
 927049767
- 6. Recipient's Unique Entity Identifier**
 LECJQDCLHVES
- 7. Project Director or Principal Investigator**
 Christine Sawalha
 Project Director
 christine.sawalha@ky.gov (502)316-1345
- 8. Authorized Official**
 Andrew Waters
 Andrew.Waters@ky.gov
 (502)564-3193

Federal Agency Information

- 9. Awarding Agency Contact Information**
 LaToya Ferguson
 Grants Management Specialist
 Office of Federal Assistance Management (OFAM)
 Division of Grants Management Office (DGMO)
 LFerguson@hrsa.gov
 (301) 443-1440
- 10. Program Official Contact Information**
 John O'Donnell
 Maternal and Child Health Bureau (MCHB)
 JODonnell1@hrsa.gov
 (240) 706-2282

Federal Award Information

- 11. Award Number**
 1 X10MC53615-01-00
- 12. Unique Federal Award Identification Number (FAIN)**
 X1053615
- 13. Statutory Authority**
 42 U.S.C. § 711(c)
- 14. Federal Award Project Title**
 Maternal, Infant and Early Childhood Homevisiting Grant Program
- 15. Assistance Listing Number**
 93.870
- 16. Assistance Listing Program Title**
 Maternal, Infant and Early Childhood Homevisiting Grant Program
- 17. Award Action Type**
 New
- 18. Is the Award R&D?**
 No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/30/2024 - End Date 09/29/2026	
20. Total Amount of Federal Funds Obligated by this Action	\$8,093,675.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$71,205.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$8,093,675.00
24. Total Approved Cost Sharing or Matching, where applicable	\$241,964.00
25. Total Federal and Non-Federal Approved this Budget Period	\$8,335,639.00
26. Project Period Start Date 09/30/2024 - End Date 09/29/2026	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$8,335,639.00

28. Authorized Treatment of Program Income
 Cost Sharing or Matching

29. Grants Management Officer – Signature
 James Smith on 08/27/2024

30. Remarks

The award consists of the following amounts:
 FY24 Federal Base - \$7,367,783
 FY24 Federal Match - \$725,892
 FY24 Non-Federal Match - \$241,964



Notice of Award
Award Number: 1 X10MC53615-01-00
Federal Award Date: 08/27/2024

Maternal and Child Health Bureau (MCHB)

31. APPROVED BUDGET: (Excludes Direct Assistance) <input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation				33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)		
				YEAR	TOTAL COSTS	
				Not applicable		
a. Salaries and Wages: \$178,013.00 b. Fringe Benefits: \$129,200.00 c. Total Personnel Costs: \$307,213.00 d. Consultant Costs: \$0.00 e. Equipment: \$0.00 f. Supplies: \$50,598.00 g. Travel: \$28,674.00 h. Construction/Alteration and Renovation: \$0.00 i. Other: \$32,732.00 j. Consortium/Contractual Costs: \$7,845,217.00 k. Trainee Related Expenses: \$0.00 l. Trainee Stipends: \$0.00 m. Trainee Tuition and Fees: \$0.00 n. Trainee Travel: \$0.00 o. TOTAL DIRECT COSTS: \$8,264,434.00 p. INDIRECT COSTS (Rate: % of S&W/TADC): \$71,205.00 i. Indirect Cost Federal Share: \$71,205.00 ii. Indirect Cost Non-Federal Share: \$0.00 q. TOTAL APPROVED BUDGET: \$8,335,639.00 i. Less Non-Federal Share: \$241,964.00 ii. Federal Share: \$8,093,675.00				34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Year's Funds \$0.00 c. Less Cumulative Prior Award(s) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00		
				35. FORMER GRANT NUMBER		
				36. OBJECT CLASS 41.51		
				37. BHCMI#		
32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: a. Authorized Financial Assistance This Period \$8,093,675.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$0.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$0.00 d. Less Cumulative Prior Award(s) This Budget Period \$0.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$8,093,675.00						
38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS: a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.						
39. ACCOUNTING CLASSIFICATION CODES						
FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
24 - 38924GB	93.870	24X10MC53615	\$7,367,783.00	\$0.00	BASE	24X10MC53615
24 - 38924GM	93.870	24X10MC53615	\$725,892.00	\$0.00	FED MATCH	24X10MC53615

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**
You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pmsapp.psc.gov/pms/app/userrequest>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at:
<http://pms.psc.gov/find-pms-liaison-accountant.html>
2. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsr.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.
4. 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
5. Recipients must monitor subrecipient performance for compliance with federal requirements and performance expectations, including timely Federal Funding Accountability and Transparency Act (FFATA) reporting. Recipients must effectively manage all subrecipients of MIECHV funding to ensure successful performance of the MIECHV Program. Recipients must also execute subrecipient agreements that incorporate all of the elements of 45 CFR 75.352 and, either expressly or by reference, the subrecipient monitoring plan developed by the recipient.
6. The total percent of effort of each personnel on the project must not exceed a sum of 100% FTE on all Federally funded projects. The recipient organization must maintain appropriate documentation ensuring that the total percent of effort for each personnel does not exceed a sum of 100% FTE on all Federally funded projects.

Program Specific Term(s)

1. Recipients must respond to any additional information that is requested through Request For Information within the allotted time. Failure to submit an approvable response may result in further actions including draw-down restrictions.
2. Recipients must participate in regular monitoring activities with their HRSA Project Officers and Grants Management Specialists, as applicable. These monitoring activities will include emails, site visits, and conference calls. The frequency of the conference calls will be at least on a quarterly basis, or more frequently as determined by the Project Officer based on need and risk level. Topics covered will include

program administration, program activities, technical assistance, fiscal issues, performance measures, data and evaluation procedures.

3. Recipients must continue to implement a Performance Measurement Plan approved by HRSA. If a revision is requested by HRSA or the recipient during the period of performance, the amended Performance Measurement Plan must be reviewed and approved by HRSA. New recipients must submit a Performance Measurement Plan to HRSA no later than 90 days from project start date.
4. Recipients must assure participation in any national evaluation activities, if selected to participate.
5. Funds made available to a recipient for a fiscal year shall remain available for expenditure by the recipient through the end of the second succeeding fiscal year after award. Funds awarded for the project period/budget period beginning September 30, 2024 must be obligated by recipients no later than September 29, 2026, and liquidated by December 31, 2026. Award funds that have not been obligated for expenditure by the recipient during the period of availability will be deobligated. They may not be carried over into a subsequent fiscal year.
6. As a recipient of HRSA grants or cooperative agreements, you must comply with all applicable requirements noted in the Notice of Funding Opportunity (HRSA-24-049) as well as the Appendix A Program Requirements and Expectations.
7. Cost sharing or matching is required to qualify for matching funds under the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program per the authorizing statute. For matching funds, HRSA will contribute 75% of the funding and eligible entities/recipients will contribute 25% in non-federal funds up to a ceiling amount. The federal obligation is determined by a statutory formula. **Recipients must identify and track federal matching funds separately from federal base funds awarded.** Federal funds awarded are designated in Notice of Award item 39 under sub program code BASE for federal base funds, and sub program code FED MATCH for federal match funds.

Required non-federal funds for federal matching funds awarded are designated in **Notice of Award item 24**. Obligations of non-federal funding, for this purpose, are amounts committed by the eligible entity to support home visiting services delivered in compliance with specified MIECHV requirements (found in the NOFO), reported to the Secretary, and not counted toward meeting the recipient's MIECHV Program Maintenance of Effort (MOE) requirement under 42 U.S.C. 711(f). Non-Federal funds must be obligated by the eligible entity and may consist of amounts made available by state appropriations or other state funding sources, local governments, and/or private entities (including funds made available by gifts, donations, or transfers). Non-Federal obligated amounts may consist of cash and/or third-party in-kind contributions. The recipient must report obligated amounts of non-federal funds to the Secretary through HRSA in the form and frequency determined by the agency.

Non-federal funds must be committed by the eligible entity (generally a state or jurisdiction) but do not need to be obligated by the MIECHV recipient entity (generally a specific state/jurisdiction agency). Where consistent with state law and policy, eligible entities who are non-profit organizations may demonstrate the obligation or commitment of non-Federal funds by the state pursuant to an agreement to this effect with the non-profit recipient entity. The agreement should be documented in writing, such as a memorandum of understanding (MOU) or other binding or official agreement, that reflects both parties' expectations and requirements, including financial and performance reporting requirements.

Recipients will be required to report the federal matching funds and non-federal matching funds in their annual SF-425 federal financial report (FFR). If recipients identified non-federal funds in excess of the amount needed to receive the federal matching funds maximum amount, they will only need to track and report on non-federal funds obligated in the amount commensurate with the federal matching funds that they obligate (for FY 2024, the maximum non-federal funds necessary for tracking is \$241,964).

Standard Term(s)

1. Your organization must have policies, procedures, and financial controls to follow all the [General Terms and Conditions](#). HRSA awards are based on the application submitted and approved by HRSA. All awards are subject to the General Terms and Conditions, in addition to those included in the Notice of Award or referenced in documents and attachments.

Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**

The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. All FFRs must be submitted through the Payment Management System (PMS). Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal (PMS Self-Service Web Portal), or calling 877-614-5533.

2. **Due Date: 10/31/2025**

Recipients must provide an Annual Performance Report, which includes demographic, service utilization, and select clinical indicators and performance indicators and systems outcomes measures into the Home Visiting Information System (HVIS) accessed through the EHBs. Annual performance reports are required and will be consolidated across X10 grants.

Section 1 of the report includes demographic, service utilization, and select clinical indicators including an unduplicated count of enrollees; select demographic and socioeconomic characteristics of enrollees; numbers of households from priority populations; and service utilization

across all models.

Section 2 of the report includes the performance indicators and systems outcomes measures for all 19 constructs defined by HRSA within each of the six benchmark areas.

The annual reporting period is defined as October 1 through September 30 of each year.

3. Due Date: Quarterly (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 45 days after end of reporting period.

Recipients must submit Quarterly Performance Reports that include: the number of new and continuing households served; maximum service capacity; identification of local implementing agency (LIA) names and addresses; identification of service areas where households are served by each LIA; identification of evidence-based home visiting models or promising approaches implemented by each LIA; family engagement and retention; and staff recruitment and retention. Recipients are required to report information about MIECHV Program participants and staff supported with X10 funds. These reports are submitted through the HVIS system, accessed through EHBs. The submission due date associated with Quarterly Performance Reports is 45 days from the last day of the reporting period. Quarterly reporting periods are defined as follows:

- Q1 – October 1-December 31
- Q2 – January 1-March 31
- Q3 – April 1-June 30
- Q4 – July 1-September 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Christine Sawalha	Program Director, Point of Contact	christine.sawalha@ky.gov
Andrew Waters	Authorizing Official	andrew.waters@ky.gov

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).