



Commonwealth of Kentucky

CONTRACT

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Record Date: 06/03/2025
Document Description: Child Support Genetic Testing
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Personal Services Contracts-Standard
Reason for Modification:

Issuer Contact:

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Vendor Name:	Vendor No.	KY0018093
DNA DIAGNOSTICS CENTER	Vendor Contact	
	Name:	DNA Diagnostics Center
ONE DDC WAY	Phone:	800-845-9663
FAIRFIELD OH 45014	E-mail:	

Effective From: 2025-07-01 **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY 26 Genetic Testing	\$0.000000	\$354,400.00	\$354,400.00

Extended Description:

DNA Diagnostics Center (DDC) shall provide DNA testing to establish paternity of children receiving child support services.

Funding: Federal 66%; State 34%

CFDA# 93.563

Vendor Contact: Lori Neff
DNA Diagnostics Center
One DDC Way
Fairfield, OH 45014
513-881-4031
Email: lneff@dnacenter.com

Shipping Information:

Billing Information:

OAG-Child Support Services
730 Schenkel Lane

	Frankfort	KY	40601
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TOTAL CONTRACT AMOUNT	\$354,400.00
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PERSONAL SERVICE CONTRACT FOR
CHILD SUPPORT GENETIC TESTING
BETWEEN
THE COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF CHILD SUPPORT SERVICES
AND
DNA DIAGNOSTICS CENTER
One DDC Way
Fairfield, OH 45014

This Personal Service Contract (PSC) was entered into, by and between the Commonwealth of Kentucky, Department of Child Support Services (DCSS) (“the Commonwealth”) and DNA Diagnostics Center (“the Contractor”) to establish a contract for Child Support Genetic Testing. The initial PSC was effective from 07/01/2020 through 06/30/2022.

Per the solicitation, the Commonwealth reserves the right to renew this contract for up to two (2) additional two-year periods.

This contract is being renewed at the completion of the Second contract period for one (1) additional two (2) year periods. **This PSC is effective 07/01/2025 and expires 06/30/2026.**

RFP 721 2000000097

INITIAL CONTRACT: PON2 721 2000004040 – 07/01/2020-6/30/2022

1st Renewal: PON2 721 2000002373 – 07/01/2020-6/30/2022

2nd Renewal: PON2 721 2400000693 – 07/01/2024-6/30/2026
PON2 040 2400000693-1 – 07/01/2025-06/30/2026

The Office of Attorney General, Department of Child Support Services (DCSS) operates the state IV-D program and is required to establish paternity for children receiving IV-D child support services pursuant to the federal Social Security Act. DCSS is entering into this agreement DDC (the Contractor) to fulfill that requirement.

Contractor is a qualified testing laboratory that will provide genetic testing in all 120 Kentucky counties.

The Commonwealth and Contractor agree to the following:

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Section 1 - Scope of Contract

1.00 Scope of Work

General Requirements

DNA Diagnostics Center shall:

1. Be and remain accredited by the American Association of Blood Banks (AABB).
2. Have completed an average of 500 DNA tests each month during calendar year and maintain the capacity to complete at least 500 tests for CSE each month throughout the term of this Contract.
3. Have at least five (5) years of experience collecting or arranging for the collection of DNA samples by buccal swab with an average of 1000 sample collections monthly.
4. Provide genetic testing services in all 120 Kentucky counties regardless of the county size or location. Genetic testing services at the rate provided in this contract must only be provided when there is IV-D child support case involving the parties and a court or administrative order for genetic testing exists.
5. Adhere to federal and state laws, regulations, and guidelines regarding confidentiality during all points in the sample collection and testing process, from scheduling the sample collection, releasing test results to third parties and storing samples. Ensure the confidentiality of all information whether written or verbal, provided by or about any individual seeking or receiving services under this contract, except as approved and authorized in writing by the individual or as otherwise authorized by law, including the Privacy Act of 1964 (P.L. 93-579; 5 USC 552A) and the Health Insurance Portability and Accountability Act (HIPAA).

DNA Collection Sites

1. Work with the local contracting official to determine a location within each county for sample collection. It is anticipated that the primary collection sites will be at the local contracting official office or another government building, but the final decision is at the discretion of the local contracting official. Any costs associated with the collection site is the responsibility of the Vendor.
2. If the party to be tested is in a treatment facility or is incarcerated in a correctional facility in Kentucky or in another state, the vendor shall make arrangements for the collector to collect the sample at the treatment facility or at the correctional facility where the individual is housed. A treatment facility includes rehabilitation in a residential or inpatient treatment facility. A correctional facility includes city jails, county jails, state, private and federal prisons. Comply with any rules and requirements imposed by treatment facilities, city jails, county jails, state, private and federal prisons when a sample collection is required of an incarcerated individual.
3. Set up a network of collectors and couriers to service intergovernmental cases or cases where the individual resides in another state or country. The vendor shall secure out of state and out of country collection sites that are at a location reasonably convenient to the person whose sample is being collected.

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Scheduling and Collection Timeframes

1. Work with the local contracting official in each county to establish sample collection dates and times. The Vendor shall not impose a minimum number of cases before scheduling a sample collection in any county. Unless the local contracting official agrees to a lesser number of days, the vendor shall complete sample collection (1) day per week at each collection site except for Jefferson County where sample collection may be needed more than one (1) day a week. Sample collection shall be completed during regular business hours, Monday through Friday, except holidays. Regular business hours to be determined by the local contracting official in each county.
2. For sample collection in Kentucky or in another state, the vendor shall schedule and complete sample collection no later than fourteen (14) calendar days after request is received from the local contracting official. If the individual subject to the collection is in a treatment facility or incarcerated in a correctional facility and the facility is unable to accommodate this timeframe, the Vendor must notify the local contracting official within two (2) business days of determining there is an issue.
3. For sample collection in another country, the vendor shall schedule and complete sample collection no later than thirty (30) calendar days after request is received from the local contracting official. If the vendor is unable to meet this timeframe, the Vendor must notify the local contracting official within two (2) business days of determining there is an issue.
4. Work with each local contracting official to establish a method of notifying the local contracting official of the sample collection schedule prior to the collection date. Such notification shall include, but is not limited to, the names of the individuals to be collected, IV-D case number, collection site and date and time of collection.

Collectors

1. Provide qualified collectors to collect samples at the mutually agreed upon location in all 120 Kentucky counties, other states and countries. The persons collecting the samples shall be trained by the vendor and qualified to collect genetic samples. Certified phlebotomists are not required. The Vendor shall not utilize Kentucky child support staff to collect the sample.
2. In the event that the designated collector for a particular county cannot appear on the collection date, ensure a replacement collector arrives within fifteen (15) minutes of the originally scheduled start time.
3. If a collector is late or does not appear on the collection date and the collection has to be rescheduled, the sample collected on the rescheduled date is at the Vendor's expense.

Sample Collection

1. Pay all costs involved with in state, out-of-state and out of country sample collection including, but not limited to, site rental, collection and proper storage, handling and shipping.
2. Supply all forms and supplies necessary to complete the services required under this contract at no cost to the state.

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3. Require appropriate identification for each mother and alleged father collected. Current government identification such as a driver's license, state ID, passport or military ID is preferred. If individual does not have appropriate identification and the other party is present, the collector may ask the other party to verify the identity of the individual. If the other party is not present, and the collector cannot verify the identity of the individual or the collector has any doubt as to the identification of an individual, the collector shall not collect the sample. In correctional facilities the identification of the individual may be presented by the correctional facility official.

4. In every instance, including the child, a recognizable photograph and thumbprint shall be taken for each sample donor. The Vendor must supply the camera or other tools used to document the donor's identity.

5. The type of identification provided and any number assigned to the identification must be included on the chain of custody form.

6. Collect samples using the least invasive method, such as buccal swabbing, before using blood, hair or other tissue samples.

7. Ensure a legal chain of custody of the genetic test samples. Provide training for chain of custody processing to collectors. The collector must supply and complete a chain of custody form and include the form with the sealed samples.

8. Once the sample is collected, the vendor must ensure the appropriate labeling, storing, handling, recording, transporting and mailing of the sample. Provide for overnight shipment of the genetic test samples by either express mail, next day mail, or courier service to the laboratory under conditions that shall ensure the integrity of each sample, chain of evidence of each sample, protection against tampering of each sample, and protection against possible intermingling of samples obtained from different individuals on the same day.

9. Within forty-eight (48) hours after scheduled sample collection, inform CSE through email to the local contracting official contact person of the names of individuals who were collected, not collected and refused collection.

10. The vendor shall not charge the agency for individuals who fail to appear for sample collection.

11. Notify the local contracting official within two (2) business days if a sample cannot be used and collect another sample at no additional cost to the state within fourteen (14) calendar days.

DNA Testing

1. Perform DNA parentage testing of the collected samples at the Vendor's laboratory. Testing services shall not be sub-contracted to another laboratory.

2. Perform Polymerase Chain Reaction (PCR) genetic testing primarily to establish paternity. The vendor must confirm all exclusions in a minimum of three systems/locations. All inclusions must be calculated with a probability of paternity equal to or exceeding 99%. The vendor shall use additional testing, as warranted, according to approved industry protocols and standards. If the alleged father is not excluded or not found to likely be the father (99% probability), the lab will retest until a probability of 99% or more is reached, if possible.

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3. Complete motherless testing when the mother fails to comply with sample collection or is otherwise not available for sample collection.

4. Utilize, with no cost for sample collection, past individual samples when the previously tested individual is a party to other paternity determinations and there is a court order for genetic testing.

Testimony and Advice

1. Provide expert testimony as needed in any court proceeding in which genetic test results are challenged. The Vendor shall be responsible for all costs associated with the provisions of the expert witness.

2. Assist in the preparation of responses to pre-trial motions and discovery, including but not limited to, depositions, interrogatories and answers thereto, requests for production of documents and responses thereto, subpoenas and responses thereto and trial preparation, at the Vendor's expense.

3. Be available to discuss the collection approach, chain of custody, test results and genetic testing theory with CSE upon request and provide certain information in writing, including affidavits, in situations that do not necessitate the presence of an expert witness.

Retention and Destruction of DNA Samples

Follow the American Association of Blood Banks (AABB) retention and destruction of DNA sample guidelines, and maintain collected DNA partials and completed samples for a minimum of five (5) years, along with related inventory records.

Secure Website

Provide online access to the Vendor's secure website to designated child support staff in all local contracting official offices, Regional Child Support Offices and Central office. All child support staff with access to the Vendor's online site shall have the ability to:

- a. Schedule appointments with the option to choose the collection site, time, date of the appointment and receive immediate confirmation.
- b. Check the status of the sample collection within three (3) calendar days of the scheduled sample collection including, but not limited to, the names of those that appeared and did not appear for testing, date of receipt of the sample by laboratory, and any problems associated with sample collection.
- c. View photographs of the person(s) being tested within three (3) calendar days of sample collection.
- d. Monitor the progress of each specimen from collection, testing, review, and results report.
- e. Print certified test results in format approved by CSE.

Customer Service

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1. Provide name(s), email address(es), and telephone number(s) of person(s) in their organization that can be contacted by CSE staff between the hours of 8:00 am to 4:30 pm EST to help answer questions and resolve issues.
2. Participate in teleconferences calls or meeting with CSE management staff and local contracting official staff as requested by CSE.
3. Respond to CSE management inquiries within one (1) business day.

Transition

1. Provide a high level draft implementation plan within ten (10) calendar days of contract award. Establish a final implementation plan with the cooperation of CSE.
2. Contact each local contracting official within five (5) calendar days of contract award to obtain the name of the current collector, identify any issues with the current collector, determine the collection location, determine the collection schedule and the next collection date and obtain a list of child support employees in the office that need access to the Vendor's website. If the Vendor elects not to employ the collector utilized by the prior Vendor, the new Vendor must provide the name of the new collector and contact information to the local contracting official by the effective date of the contract.
3. Provide access to the Vendor's website to designated child support staff within five (5) calendar days of the effective date of the contract.
4. Accept, store and utilize all viable test results, reports, and DNA test samples provided by the previous Vendor. Cooperate with the previous Vendor in the transition of any tests in process, previous tests and partial samples.
5. Submit a transition plan to CSE thirty (30) calendar days prior to the termination of the contract or the vendor's reassignment of the contract to a successor vendor. The plan must provide for transitioning all partial DNA samples collected and/or test results to a subsequent vendor in the event the vendor does not continue as CSE's vendor. There shall not be any cost associated with the plan or the transition to either CSE or the successor vendor. Payment may be withheld if the vendor fails to cooperate with CSE in making an orderly, effective, and controlled transition.
6. Allow CSE staff to access the vendor's website for forty-five (45) days after this contract expires to allow staff to monitor the status of testing that has not been completed and receive those test results.

1.01 Reporting Requirements

1. The Vendor shall submit a report by the tenth (10th) day of the month following the month of service to the DCSS Assistant Chief, 730 Schenkel Lane, Frankfort, KY 40601 or electronically to CSEINVOICES@ky.gov, which specifies the following information by county:
 - a. The number of test samples received;
 - b. The average turnaround time;

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c. The number of tests requiring more than the average turnaround time;

d. Exclusion rates;

e. Inclusion rates; and

f. The number of tests still pending.

2. Within fourteen (14) calendar days of sample collection, provide a certified results report on the vendor's secure website. Provide notice to the local contracting official office via email on the day the certified results report is available on the vendor's secure website. The fourteen (14) calendar day timeframe begins from the date the lab receives the last sample required to perform the test. Notify the local contracting official within two (2) calendar days when the Vendor cannot provide the test results within the fourteen (14) calendar day timeframe and provide the reason for the delay and an estimated date for receipt of the test results.

If the certified test results are received fifteen (15) calendar days or later, the test shall be at the expense of the Vendor.

The certified results report must include:

- Tester's name, title, telephone number, qualifications and certification of the tester.
- Sample donor's name and relationship to the case
- IV-D case number
- Date of collection and the date the test was performed
- Type(s) of test(s) performed
- Probability of paternity
- Combined paternity index
- Conclusions
- Sample donor's clearly viewable photograph, thumbprint and last four digits of his/her SSN.
- Method by which the mother, child and alleged father were identified when the samples were obtained
- Verified chain of custody
- Attestations signed by all the parental donors.

The certified results report must be available in an electronic format, approved by CSE, that can be easily printed for distribution to the parties and the court. The certified results report must also be available in an electronic format, approved by CSE, that CSE staff can easily upload into the CSE Electronic Case File (ECF) application.

1.02 DCSS Responsibilities

Provide a list of local contracting official contact persons, names and email addresses to the Vendor within three (3) business days following the award of this contract.

Section 2 - Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award shall create a valid contract between the Parties consisting of the following:

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1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties.
3. Any Addenda to the Solicitation.
4. The Solicitation and all attachments
5. Any Best and Final Offer.
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation.
7. The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

Section 3 - Negotiated Items

Item(s) negotiated at the time of this renewal:

Item(s) negotiated at the time of the original award:

The DNA Diagnostics Center submitted a cost proposal of \$39.00 per sample. Through negotiations, it has been agreed upon by all parties, each sample will cost \$34.50 for a two (2) year contract term of July 1, 2022 through June 30, 2024. After the term, the parties will revisit the option to renew or rebid the contract. Per the solicitation, the Commonwealth reserves the right to renew this Contract for up to one (1) additional two-year periods.

Renewal 2 of 2

Section 4 – PRICING

This contract shall not exceed \$354,400.00 per fiscal year or \$708,800.00 for the two-year term. DNA Diagnostics will be paid \$34.50 per sample collected.

Section 5 – INVOICING

Payment shall be conditioned upon receipt of appropriate, accurate and acceptable invoices that are submitted in a timely manner. The Contractor should submit invoices upon completion of each deliverable specified in this contract pursuant to the project work plan. Invoices for payment shall be submitted electronically to CSEINVOICES@ky.gov email box. The invoice must contain sample collection information by county. Invoices must be submitted no later than thirty (30) calendar days after completion of the service period.

Invoices shall contain two parts:

A. Legislative Research Commission's (LRC) Government Contract Review Committee Invoice Form (PSC INVOICE FORM.pdf); and

B. Supporting documentation.

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

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Section 6 – General Terms & Conditions

Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by this Agreement shall be in writing.

No Required Use of Contract

This contract does not guarantee any minimum use of services. DCSS reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

DCSS may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate and shall require any subcontractor to fully cooperate with other contractors and/or DCSS employees. The Contractor shall not commit or permit, and shall ensure, that no subcontractor commits or permits any act that will interfere with the performance of work by any other contractor or by DCSS employees.

Monitoring Requirements

DCSS's monitoring activities shall be carried out by its Office of Administrative Services using a monitoring tool created by DCSS.

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 DCSS and incorporated as a written amendment by the prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or his/her authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

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

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 DCSS, and the Finance and Administration Cabinet.

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 either state 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.

Indemnification

The Contractor shall indemnify and hold harmless DCSS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against all expenses, costs (including attorneys' fees), causes

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of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of any of the following:

1. This Contract;
2. Any and all acts of the Contractor or subcontractor;
3. The policies and procedures of the Contractor or subcontractor, specifically including all Contractor employment practices used during the term of this or any prior Contract with DCSS;
4. Any dishonest, fraudulent, criminal, or negligent or unauthorized acts, errors or omissions which are committed by the Contractor or subcontractor or any of the Contractor's or subcontractor's employees or agents;
5. The publication translation, reproduction, delivery, performance, use or disposition of any data produced by DCSS in an unauthorized manner, provided that such action was not taken by subcontractor or because of the express written request of DCSS; or
6. The Contractor's or subcontractor's failure to comply with any applicable state or federal laws or regulations.

Sovereign Immunity

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

Force Majeure

Events or conditions beyond the reasonable control of the Parties shall not be construed as non-performance, nor shall reductions be applied because of such events. Events or conditions beyond the Parties' 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, DCSS retains the right to obtain any necessary services elsewhere in the event of such non-performance by the Contractor. In this event, the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any subcontractor cooperate with DCSS 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.

Maintenance of Insurance

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 to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Contractor or subcontractor 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 or subcontractor is not self-insured, it shall name DCSS as an additional insured on any policy of coverage, except the Workers' Compensation and any reinsurance. The Contractor and the subcontractor shall provide proof of coverage within five (5) business days of coverage upon request.

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DCSS shall not be responsible for any premiums or assessments on any policy held by the Contractor or subcontractor under this Contract. DCSS may, at its sole discretion, pay one or more premiums, if doing so would be in DCSS's best interest. Should DCSS exercise this option, the Contractor or subcontractor shall fully reimburse DCSS, 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 DCSS. The Contractor shall notify and shall require the subcontractor to notify DCSS within five (5) business days of any cancellation or interruption of its insurance coverage.

Any insurance must always remain in effect during this Contract. If any insurance coverage expires during this Contract, the Contractor shall provide and shall require any subcontractor to 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.

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 always maintained; readily accessible; and available for production upon request.

Permits, Licenses, Taxes, and Laws

The Contractor shall procure and shall require any subcontractor to 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.

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

Legal Proceedings

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

No Grant of Employment or Agency

Nothing in this Contract shall be construed, in any way, as granting any individual providing services under the Contract any of the claims, privileges, or rights under KRS Chapter 18A or KAR Title 101. No individual providing services under this Contract shall be considered a full-time or part-time employee of the Commonwealth of Kentucky or DCSS, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, or evaluations. At all times, any such individual shall be an employee, volunteer, or independent contractor of the Contractor. No employee, volunteer, or independent contractor of the Contractor shall be a third-party beneficiary of this Contract or an agent of the Commonwealth of Kentucky or DCSS.

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Staffing

Any individual providing services under this Contract must not be included on any formal state or national 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. In the event of any such listing or registration, the Contractor shall immediately notify DCSS.

Any individual providing services under this Contract must not be prohibited or barred 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 DCSS.

Total Amount of Funds and Budget Revisions

DCSS 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 shall be negotiated between DCSS and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

Neither the Contractor nor the subcontractor shall request a budget revision within the last sixty (60) days of the contract period.

Indirect Cost

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

Financial Record Retention

The Contractor agrees to maintain, and shall require any subcontractor 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 shall follow applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

Confidential Information

The Contractor shall comply with and shall ensure that any subcontractors comply with state and federal law governing access to and use of information and data provided by DCSS or collected by the Contractor or any subcontractor. The Contractor and the subcontractor will use such information or data only for purposes expressly authorized in this Contract. The Contractor and the subcontractor will keep all confidential information and data confidential. The Contractor and the subcontractor 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 DCSS 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 DCSS before any representation of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

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

The Contractor shall have and shall ensure any subcontractor has an appropriate agreement extending these confidentiality requirements to all employees.

HIPAA Confidentiality Compliance

If applicable, the Contractor agrees and shall require any subcontractor 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).

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 DCSS, for its 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 or any subcontractor's work under this Contract. Noncompliance may also result in penalties as described in the Performance Based Penalties section of this Agreement.

Performance-Based Penalties

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, DCSS may issue penalties up to five percent (5%) of the total amount of the contract for each instance of non-performance. If DCSS elects not to exercise a penalty clause, this shall not be construed as a waiver of DCSS's right to pursue the future assessment of any performance standard requirement and associated penalties. DCSS will work with the Contractor to always resolve performance issues.

1. Requirement of Corrective Action:

A. Letter of Concern

Should DCSS determine that the Contractor or any subcontractor is in violation of any requirement of this Contract, DCSS shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact DCSS 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

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the designated representative regarding a Letter of Concern, DCSS shall proceed to additional enforcement actions contained in this Contract.

B. Corrective Action Plan

1. Should DCSS determine that the Contractor or any subcontractor is not in substantial compliance with any material provision of this Contract, DCSS 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.
2. A corrective action plan shall delineate the time and way each deficiency is to be corrected. The plan shall be subject to DCSS approval. Within ten (10) business days of receipt of the plan, DCSS may accept the plan, accept the plan with specified modifications, or reject the plan. DCSS 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 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 by DCSS. Pursuant to a contract between Contractor and subcontractor, the subcontractor shall hold the Contractor harmless and fully indemnify the contractor for all penalties that may be incurred because of subcontractor actions.

D. Request for Extension

Upon request, DCSS 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 cancellation of this Contract.

3. Upon timely resolution of all performance-based issues outlined in the Correction 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.

Performance and Evaluation

DCSS may complete a Performance Evaluation (PE) twice a year to document contract performance. PE documents will be entered into DCSS'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.

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Business Continuity, Disaster Recovery, and Information Security Requirements

The Contractor shall maintain and implement and shall require the subcontractor maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps that will be taken in the event of an outage or failure of either the Contractor's, subcontractor's or DCSS's, communication, or technical support system. Such plans shall enable both the Contractor and any subcontractor to continue to meet all contractual requirements. The Contractor and any subcontractor shall provide a copy of those plans upon request. All costs associated with activating and sustaining the execution of all plans shall be borne by the Contractor. The Contractor and any subcontractor shall test all backup procedures no less than on a quarterly basis.

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

The Contractor shall secure and protect, and shall require any subcontractor to secure and protect, Personal Information as defined by KRS 61.931, 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 subcontractor 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 and shall require any subcontractor to comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The Contractor and any subcontractor agree to undertake a prompt and reasonable investigation of any security breach, as defined in KRS 61.931, and as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The Contractor agrees that DCSS may withhold payment(s) owed to it for any violation of the requirements contained in KRS 61.931- KRS 61.934. The Contractor agrees and shall require any subcontractor to agree to cooperate with DCSS in complying with any response, mitigation, correction, investigation, and notification requirements contained within this contract or as otherwise authorized by law.

Remedies for Breach

It is agreed by the Parties that in the event of breach of this Agreement by the Contractor or the subcontractor, DCSS may pursue any remedies pursuant to this Contract, the provisions of KRS 45A, or available by law. The remedies available to DCSS 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 by the Contractor to DCSS for noncompliance as provided for in this Contract.

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 and shall require the subcontractor to provide any turnover assistance reasonably necessary to enable DCSS to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.

The Contractor shall:

- a. Provide detailed transition documents at no additional cost to DCSS.
- b. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new contractor.

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- c. Within ten (10) calendar days after written notification by DCSS of the initiation of a transition, provide a detailed transition document. Upon receipt of the detailed transition document, within fourteen (14) calendar days, DCSS 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 DCSS determines that the Transition Document is missing necessary information, then DCSS 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.
- d. Deliver a complete accounting and report as of the date of termination about the status of services. This report shall be provided to DCSS within twenty-one (21) days of the effective date of termination.
- e. 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 format approved by DCSS.
- f. Provide reasonable and appropriate assistance to DCSS 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 DCSS within twenty (20) days of the effective date of termination.
- g. Pay all additional costs incurred by DCSS that are the result of the subcontractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the transition document.

Advertising Award Prohibition

Neither the Contractor nor any subcontractor shall 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.

Bankruptcy

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

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

Code of Ethics

The Contractor shall abide and will ensure that any subcontractor 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 or subcontractor to abide by the applicable code of ethics may result in the immediate termination of the Contract.

Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor or the subcontractor 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, DCSS, or other state funds.

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Intellectual Property

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

Any formulae, methodology, other reports, or compilations of data prepared or produced by the Contractor or subcontractor pursuant to this Contract shall, upon request, be made available for use by DCSS without charge. DCSS 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.

Service Delivery Requirements

All services provided by the Contractor and the subcontractor under the terms and conditions of this Contract shall be delivered in accordance with:

1. All applicable federal and state statutes and regulations;
2. All commitments and assurances as set forth in all DCSS grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and
3. All final, federally funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally funded proposed project developed jointly by the Contractor or its subcontractor and DCSS and thereafter submitted to a federal agency.

Information Security Plan

The Contractor shall:

1. Submit a detailed Information Security Plan, for DCSS's approval and prior to implementing, within thirty (30) calendar days of execution of the Contract.
2. Review the Information Security Plan annually, at a minimum, or in the event of a significant system change (as defined by the Centers for Medicare and Medicaid Services (CMS)), update as needed. The annual Information Security Plan shall be submitted to DCSS during the yearly contract monitoring review.
3. Ensure all software and hardware components used to deliver this solution are supported by the Original Equipment Manufacturer (OEM) of that software or hardware and all other technologies used are uncompromised and secure.
4. Ensure access to all sensitive information (such as Personally Identifiable Information [PII], Protected Health Information [PHI], etc.) is restricted to vetted United States personnel only.
5. Ensure all data, including backups and archives, are always maintained within the contiguous United States. All sensitive data, as defined by CMS, shall be always encrypted in-transit and at rest.
6. The Contractor shall notify their DCSS point of contact and DCSS Information Security on all Security incidents within one (1) hour of their discovery.
7. All databases/spreadsheets containing sensitive data such as PII and PHI shall be monitored for any breaches. The Contractor shall set up alerts based on triggers that fire when a predetermined threshold is reached.

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Cyber Insurance

The Contractor shall hold Cyber Insurance policies, or obtain a performance bond, to cover liability that includes, but is not limited to, costs of cyber security breaches, unauthorized data disclosure, data tampering, data loss, credit monitoring, system restoration/repair, follow-on lawsuits, and other damages during the entire life of this contract, including any renewals. This requirement shall not be used as a substitute for a robust security program.

If a performance bond is chosen, pursuant to 45A.190 and 200 KAR 5:305, the Contractor shall furnish a performance bond satisfactory to the Commonwealth in the full contract amount as security for the faithful performance of the Contract. The bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract is amended, the penal sum of the performance bond shall be deemed increased by like amount.

The initial bond shall be submitted to the Commonwealth Buyer, herein DCCS within thirty (30) days of execution of this Contract. Any required amendment to the bond shall be submitted to DCSS within thirty (30) days of said amendment.

DCSS shall have the right to enforce the Contractor's Performance Bond under the terms thereof for any material breach of this Contract after prior written notice to the Contractor and an opportunity to cure such material breach within thirty (30) days of the date of the notice.

No production data shall exist in any other environment other than production. All non-production environments shall be designed to use data masking routines to transform personal and confidential data, while retaining its contextual meaning and referential integrity. The authorized DCSS management staff and DCSS Office of Information Services staff shall approve any exceptions.

Independent Security Review

The Contractor shall perform an Infrastructure Vulnerability Assessment and full-scale Penetration Testing annually with the Commonwealth Office of Technology (COT) and an independent security assessment company agreed upon with the Commonwealth, at no additional cost to the Commonwealth. The Contractor shall submit a copy of the Infrastructure Vulnerability Assessment and industry-standard Penetration Test Report to the Commonwealth within fourteen (14) business days of its execution. The Contractor shall provide a Risk Mitigation Plan outlining options and recommending actions to enhance opportunities and reduce identified project risks.

Data Conversion Plan

The Conversion Plan shall define the strategy, preparation, and specifications for converting data from the source system(s) to the target system(s). The Conversion Plan shall include any security or privacy considerations associated with the conversion, including but not limited to, compliance with regulations regarding standards for privacy, security, and individually identifiable health information, as identified in the HIPAA. The Contractor shall work with the DCSS to determine file format and transmission method.

Business Associate Agreement

The Contractor shall comply with and execute a Business Associate Agreement (BAA) that is in accordance with HIPAA and outlines the requirements imposed by the Health Information Technology for Economic and Clinical Health (HITECH) Act, as enacted by the American Recovery and Reinvestment Act of 2009.

For the purposes of the Business Associate Agreement the following entities are defined:

Covered Entity:

Office of the Attorney General

Department of Child Support Services

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730 Schenkel Lane
P.O. Box 2150
Frankfort, KY 40601
Business Associate:
DNA Diagnostics Center
ONE DDC WAY
Fairfield, OH, 45014

SECTION 7: SUBCONTRACTORS

Subcontractors are allowable. Before engaging or replacing a subcontractor, the Contractor will notify DCSS and provide information regarding the proposed subcontractor, including but not limited to, the proposed subcontractor's relevant qualifications, experience, and key personnel. DCSS reserves the right to approve or disapprove any proposed additional subcontractor. All subcontractors must meet the needs of this Contract.

The Contractor shall ensure that all services provided by the subcontractor shall be in accordance with all applicable federal and state statutes and regulations.

All requirements of this Contract are applicable and binding on the subcontractor. If requested, the subcontractor must make available to the Contractor and DCSS, copies of personnel records and documentation of employees' compliance with this Contract.

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

SECTION 8: FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor and the subcontractor are responsible for complying with all applicable federal regulation, including, but not limited to, provisions of 2 CFR Part 200, Appendix II, Section 1352, Title 31, U.S. Code, and 2 CFR 182.

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Personal Service Contract Standard Terms and Conditions Revised May 2025

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

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

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

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

1.00 Effective Date

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

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

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

2.00 Renewals

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

3.00 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 <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> and would impact any contract established under KRS 45A.690 et seq., where applicable.

4.00 Choice of Law and Forum

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.

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5.00 Cancellation

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

6.00 Funding Out Provision

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

7.00 Reduction in Contract Worker Hours

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

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

8.00 Authorized to do Business in Kentucky

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

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

Registration with the Secretary of State by a Foreign Entity

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

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424> therefore, foreign entities should submit a copy of their certificate with their solicitation response.

If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474>

Businesses can register with the Secretary of State at:

<https://www.sos.ky.gov/bus/business-filings/Pages/default.aspx>

9.00 Invoices for fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

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Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

10.00 Travel expenses, if authorized

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

11.00 Other expenses, if authorized herein

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

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

12.00 Purchasing and specifications

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

13.00 Conflict-of-interest laws and principles

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

14.00 Campaign finance

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

15.00 Access to Records

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

16.00 Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Holly M. Johnson, Secretary

Commonwealth of Kentucky
Finance and Administration Cabinet
Office of the Secretary
200 Mero Street, 5th Floor
Frankfort, KY 40622

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing.

A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

17.00 Social Security

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42

U.S. Code, section 418, relative to the compensation of the second party for this contract.

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

18.00 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

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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.

19.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. Such action shall include, but not be limited to the following:
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

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

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules,

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regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

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

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

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

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

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

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

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

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

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

Boycott Provisions

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

Lobbying Prohibitions

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

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

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Approvals

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

1st Party:

Amy Burke
Signature

Amy Burke
Printed Name

Interim Chief Child Support Services
Title

05/30/2025
Date

2nd Party:

Kathy Leis
Signature

Kathy Leis
Printed Name

V P Operations
Title

5/28/25
Date

Approved as to form and legality:

Stacy Byrns Taulbee
Attorney

Stacy Byrns Taulbee
Printed Name