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Memorandum of Agreement Template
Revised January 2023

This Memorandum of Agreement (MOA) is entered into by and between the Commonwealth of Kentucky, the Kentucky Opioid Abatement Advisory Commission (the **GRANTOR**) by and through the Kentucky Office of the Attorney General (OAG), and Lake Cumberland District Health Department (the **GRANTEE**) to establish an agreement for the **GRANTEE** to utilize opioid settlement funds. The initial MOA is effective from SEPTEMBER 1, 2023, through JUNE 30, 2024.

Scope of GRANT AGREEMENT:

The **GRANTEE** shall utilize funds to provide opioid use disorder or co-occurring substance use disorder prevention, treatment, recovery, supportive services, and criminal justice services to inmates and drug court participants who are affected by opioid use disorder or any co-occurring substance use disorder or mental health issues in the Lake Cumberland ten-county region. These ten counties include Adair, Casey, Clinton, Cumberland, Green, McCreary, Pulaski, Russell, Taylor, and Wayne counties.

The scope of this **GRANT AGREEMENT** shall be governed by all statutory and regulatory requirements of KRS 15.291, KRS 15.293, KRS 15.295, KRS 17.160 and 40 KAR 9:010E. The Commission may deem any non-compliance from a **GRANTEE** as grounds to cancel the contact and recover any remaining unexpended funds and un-authorized expenditures.

1. The **GRANTEE's** Grant Application is incorporated into this agreement in whole. In the case of any conflict between the language of this **GRANT AGREEMENT** and the language of the Grant Application, the language of this **GRANT AGREEMENT** shall prevail.
2. This **GRANT AGREEMENT** shall not exceed **\$250,000** (two hundred fifty thousand dollars).
3. The **GRANTEE** shall not sell or sign over its operation to any third party during the contract period, may not reapply for additional KYOAAC funds until the contract period has expired, must disclose all potential conflicts of interest, and acknowledges that additional awards are not guaranteed and shall be subject to a new application and review process for any awards beyond this agreement period.
4. The Goals and Objectives (A) and Expectation and Activities (B) to be accomplished through this **GRANT AGREEMENT** shall be as follows:

Responsibilities of the GRANTEE:

A. **Goals and Objectives:**

1. **The GRANTEE shall contract with a licensed mental health counselor to treat opioid use disorder or any co-occurring substance use disorder or mental health issues for eligible inmates at the Taylor County Detention Center in Campbellsville, Kentucky.**

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2. The **GRANTEE** shall expand its Moral Recognition Therapy (MRT) classes currently provided at the Taylor County Detention Center by offering MRT classes at all six (6) detention centers in its ten (10) county area for inmates and drug court participants affected by opioid use disorder or any co-occurring substance use disorder or mental health issues. These six (6) detention centers include the Adair County Detention Center, Casey County Detention Center, Pulaski County Detention Center, Wayne County Detention Center, Russell County Detention Center, and Taylor County Detention Center. MRT is a cognitive-behavioral treatment system used in the Kentucky criminal justice system and is part of the Kentucky Department of Corrections' formal inmate rehabilitation curriculum. Over 200 outcome studies on over 100,000 individuals have been published on MRT from various programs.
3. The **GRANTEE** shall offer Self-Management and Recovery Training (SMART) classes throughout its ten (10) county district to any drug court participant affected by opioid use disorder or any co-occurring substance use disorder or mental health issues. SMART Recovery classes are available to drug court participants and are a proven transformative approach of moving individuals from addictive substances and negative behaviors to a life of positive self-regard and willingness to change. SMART classes are offered in drug courts throughout the Commonwealth of Kentucky as part of formal rehabilitation curricula.
4. The **GRANTEE** shall offer Portal New Direction courses to inmates affected by opioid use disorder or any co-occurring substance use disorder or mental health issues at detention centers in Adair, Pulaski, Taylor, and Wayne counties. Portal New Direction is a program designed to provide information and resources to address the most common reentry needs and barriers facing inmates. Portal New Direction is a formal reentry program utilized by the Kentucky Department of Corrections.
5. The **GRANTEE** shall seek to expand the benefits of its programs for inmates affected by opioid use disorder or any co-occurring substance use disorder or mental health issues to areas outside the Lake Cumberland region.
6. **The GRANTEE shall partner with the University of Kentucky and its existing programs to offer HIV and/or Hepatitis C testing for participants in the drug court system affected by opioid use disorder or any co-occurring substance use disorder or mental health issues due to high risk factors in this population related to intravenous opioid use or any co-occurring intravenous substance use. No funds shall be used for needle exchange.**

B. Expectations and Activities:

1. The **GRANTEE** shall work with detention centers to ensure that upon successful completion of the MRT classes, inmates affected by opioid use disorder or any co-occurring substance use disorder or mental health issues are eligible to receive 90 days off their sentences.

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2. The **GRANTEE** shall work with detention centers to ensure that upon successful completion of the Portal New Direction program, inmates affected by opioid use disorder or any co-occurring substance use disorder or mental health issues are eligible to receive 90 days off their sentences.
3. The **GRANTEE** shall report the number of individuals affected by opioid use disorder or any co-occurring substance use disorder or mental health issues who are eligible for and participate in each of the above-listed programs.
4. The **GRANTEE** shall disseminate, collect, and report on evaluations by class participants to measure their increased knowledge about opioid use disorder or co-occurring substance use disorder after completion of any of the above-listed programs.
5. The **GRANTEE** shall report the number of drug court participants who receive HIV and/or Hepatitis C testing.
6. The **GRANTEE** is expected to comply with all applicable laws and regulations, including the relevant components of KRS Chapter 15 and 40 KAR Chapter 9.

C. Utilization of Grant Funds:

1. The **GRANTEE** agrees that only that portion of the **GRANTOR's** fund necessary for the completion of the project (as detailed herein) will be spent. Use of these funds is limited to the approved project and budget listed on this **GRANT AGREEMENT**. The **GRANTEE** shall immediately notify the **GRANTOR** of any unspent moneys.
2. No funds may be used for construction, renovation, or to secure any kind of permits related to construction or renovation.
3. The **GRANTEE** shall deposit or immediately transfer awarded funds to a trust account held only for the purpose of drawing down grant funds. All expenditures for this award shall be made directly from that account.
4. The awarded funds pursuant to the **GRANT AGREEMENT** shall not be co-mingled with any other funds, accounts, or monies under the **GRANTEE's** name. Any interest deriving from the account shall be considered program income and shall be attributed to the project.

D. Assumption of Liability:

To the extent permitted by Kentucky law, the **GRANTEE** shall indemnify and hold harmless the **GRANTOR** and all of its officers, agents, and employees from all suits, actions or claims of any character because of any injuries or damages received by any person, persons or property resulting from implementation of this project based upon this agreement.

Responsibilities of the GRANTOR

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B. Pricing:

Award Amount: \$250,000 (two hundred fifty thousand dollars).

Cost Category	Funding Requested
Staff Salary	\$77,269.50
Staff Fringe Benefits	\$69,306.00
Contract Counselors/Mental Health Providers	\$50,300.00
General Contractor Construction Services	\$0.00
Training & Travel	\$5,651.00
Operational Expenses	\$0.00
Equipment	\$0.00
Materials	\$0.00
Supplies	\$24,746.00
Indirect Expenses (Maximum 10% of overall budget)	\$22,727.50

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**Memorandum of Agreement Standard Terms and Conditions
Revised January 2023**

1.00 Effective Date

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

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

2.00 EEO Requirements

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

3.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the 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

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

6.00 Access to Records

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

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the 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

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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

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

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

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

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

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

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

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the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

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

1st Party:

Stacy R. Woodrum
Signature

Executive Director Administrative Services
Title

Stacy Woodrum
Printed Name

August 14, 2023
Date

2nd Party:

Amy Tomlinson
Signature

Executive Director
Title

Amy Tomlinson
Printed Name

8/9/2023
Date

Approved as to form and legality:

Blake Christopher
Attorney