



Commonwealth of Kentucky

CONTRACT

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Memorandum of Agreement
Reason for Modification:

Issuer Contact:

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Vendor Name:	Vendor No.	KY0016548
STATE OF RHODE ISLAND DEPT OF HUMAN SERVICES OFFICE OF CHILD SUPPORT SERVICES ATTN: IV-D DIRECTOR 77 DORRANCE ST PROVIDENCE RI 02903	Vendor Contact Name: Phone: E-mail:	OFFICE OF CHILD SUPPORT SERVICES ATTN: IV-D DIRECTOR 4014584404

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 State of Rhode Island Development of Human Services	\$0.000000	\$80,000.00	\$80,000.00

Extended Description:

The State of Rhode Island Office of Child Support Services established the Child Support Lien Network (CSLN) and is the Host State for the 32 state consortium. The State of Rhode Island hired a vendor, Stellarware, to perform all services provided pursuant to this contract. CSLN provides a national web-enabled network seamless to state child support agencies and other users of the system. CSLN will perform data matching to increase support collections through the interception of insurance claim settlements before they are sent to a claimant who owes past-due child support. The network also provides Participating Child Support Agencies with additional optional services to assist in the collection of past due support.

The CSLN is adaptable to all state child support laws, practices and procedures regarding the identification and location of assets and the issuance of liens or withholding orders against assets belonging to a delinquent obligor. CSLN is adaptable for use by states in implementing specific state law and mandates that require insurance claim interception, or in states where insurers cooperate voluntarily with child support agencies to exchange information. The electronic interface will be performed by CSLN and the insurance industry. CSLN members only have to react to the matched claims sent to them.

Federal Funds 66%
CFDA# 93.563
General Funds 34%

Vendor Contact
Ann Murray
amurray@childsupportliens.com
1-888-240-7488 ext 200

Shipping Information:	Billing Information:
	OAG-Child Support Services 730 Schenkel Lane FrankfortKY40601

TOTAL CONTRACT AMOUNT	\$80,000.00
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Interstate Agreement/Memorandum of Agreement

Between

**The Commonwealth of Kentucky
Office of Attorney General
Department of Child Support Services**

And

**The State of Rhode Island
Department of Human Services
Office of Child Support Services
(Government/Quasi-Governmental) (PON2)**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Office of Attorney General Department of Child Support Services (DCSS) (“the Commonwealth”) and State of Rhode Island Department of Human Services Office of Child Support Services (The Host State) (“the Contractor”) to establish an agreement for Child Support Lien Network (CSLN) services. This MOA is effective from 07/01/2025 through 06/30/2026.

Section 1-Administrative Overview:

1.00 Purpose and Background

The State of Rhode Island Department of Human Services Office of Child Support Services (RI) established the Child Support Lien Network (CSLN) in 1999 under a 1998 Federal OCSE grant to extract data from each state delinquent child support obligor file into one accessible, easy-to-use database for the purpose of asset matching, specifically intercepting insurance settlements payable to delinquent child support obligors. A supplemental 1999 Federal OCSE grant extended CSLN to New England states. Subsequent to the expiration of the federal grant, RI extended CSLN services to states outside of New England through the execution of the Interstate Agreement with the State of Rhode Island as the host state for CSLN on behalf of all participating states.

The objective of the CSLN process is to perform data matching to increase support collections through the interception of insurance claim settlements before they are sent to a claimant who owes past-due child support. The network also provides participating agencies with additional optional services to assist in the collection of past due support including but not limited to: life insurance intercept, lump sum payment intercept, real estate liens, financial institution data match (FIDM), location verification, and other ancillary services as may be agreed upon by the parties. The optional services may be selected upon the execution of the Interstate Agreement or at a later date during the term of the agreement.

The participating state, by entering into this Interstate Agreement acknowledges that CSLN is a state consortium, and that RI is the host state with duties and responsibilities as delineated herein. The State of RI has procured the services of a sub-Host state’s Interstate Agreement/Contractor, Stellarware Corporation, to provide all services including but not limited to website operations, data matching, quality assurance, electronic legal document generation, and other related services as chosen by the participating state. RI as the host state will ensure that the services are provided within the terms of the CSLN Agreement and will monitor the vendor subcontractor in accordance with the provisions of the Interstate Agreement/Contract executed between the State of RI and Stellarware Corporation. The Interstate Agreement/Contract between the State of Rhode Island and Stellarware Corporation includes indemnification for the State of RI and holds the State harmless against all claims arising out of this Agreement.

The participating state acknowledges that the Interstate Agreement and Exhibits contain the entire agreement between the parties. The Interstate Agreement may be amended, modified, or waived only through additional Exhibits or by a separate written instrument duly signed and delivered by or on behalf of both parties.

1.01 Issuing Office

DCSS Office of Attorney General, Department of Child Support Services (DCSS) is issuing this Contract. DCSS is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

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1.02 Communications

The Issuer identified on page 1 is the point of contact during the procurement process and for communications concerning contract issues during the life of the contract. After the Award of the Contract, all contractual communications are to be sent to DCSS's designee. Notices by DCSS shall be sent to the Contractor representative listed in the Extended Description of Commodity Line 1. Unless otherwise stated, all notices, consents, and other contractual communications shall be in writing.

1.03 Terminology

For this Contract, the following terms may be used interchangeably:

Contract: Any and all references to the "Contract" shall refer to the State of Rhode Island/Kentucky CSLN Interstate Agreement. It is also referred to as the Memorandum of Agreement by Kentucky.

Contractor: Any and all references to Contractor shall refer to the State of Rhode Island as the Host State for CSLN

Vendor: Any and all references to Sub Contractor shall refer to the company hired by the State of Rhode Island as the Host State to provide any and all CSLN services.

Subcontractor: Any and all references to Subcontractor shall refer to the company hired by the State of Rhode Island as the Host States, to provide any and all CSLN services.

Issuer of Contract: Buyer, Purchaser, Contract Officer

Commonwealth of Kentucky: Commonwealth, Participating Child Support Agency / Agent

Department of Child Support Services: DCSS

Child Support Lien Network: CSLN

DCSS's Fiscal Year is the Commonwealth fiscal year: July 1 through June 30

Biennium is the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

Section 2-Scope of Services:

2.00-Services Required

The State of Rhode Island, as Host state and on behalf of CSLN, hereinafter referred to in this Contract, as Contractor or its assigns or subcontractors, shall provide the following services to the Participating Child Support Agency/ Agent Kentucky:

1.-Oversee and administer as Host State, based on the CSLN responsibilities, rules, understandings and agreements as outlined herein. Any changes to the CSLN rules subsequent to the date of this Agreement are automatically incorporated without need for further amendment to this Agreement.

2.-Oversee the hiring and performance of the CSLN subcontractor and the subcontractor's responsibility for providing outreach, research and customer service to the Participating Child Support Agency / Agent, as well as the contractor's services of outreach and research to Interested IV-D Agencies that are not yet CSLN members, and to oversee the subcontractor's provision of all necessary subcontractor hardware, related equipment, wiring, installation, repairs, maintenance, connectivity, software, updating and repairing of hardware and software required to support the operation of the CSLN.

3.-Work with the subcontractor to market the CSLN.

4.-Facilitate any issues or concerns that may arise between a CSLN subcontractor and a Participating Child Support Agency/Agent.

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5.-Guarantee to Participating Child Support Agencies/ Agent that it will timely pay the CSLN subcontractor for its undisputed invoice amounts.

6.-Provide each Participating Child Support Agency / Agent for the length of this agreement with the unlimited use of the current and future versions of the proprietary software utilized in the operation of the CSLN for the purpose of intercepting and/or encumbering insurance and other lump sum claims, without additional cost beyond the terms of this Agreement.

7.-Provide access to CSLN delinquent child support obligor matching information to authorized insurance companies, their directors, agents, employees and their central reporting organizations or agents, and to provide immediate electronic notice of insurance claimant matching information to all Participating Child Support Agency / Agents through customized secure web sites or other agreed upon delivery systems.

8.-Produce timely routine and customized reports from CSLN activity for auditing, accuracy, security, and informational purposes to each Participating Child Support Agency / Agent.

9.-Serve as a liaison between the Participating Child Support Agency / Agent and other interested or affected State Insurance Commissioners, agencies, counties or courts, other States, and insurance and title industry representatives for the purpose of educating about the CSLN and encouraging participation in the CSLN.

10.-Serve as the CSLN liaison and to the insurance industry trade associations, organizations and leadership to foster the insurance industry's continuing commitment to working with CSLN as the preferred method of data matching with child support agencies.

11.-Oversee the subcontractor's provision of responsive and accurate customer services and communications for CSLN users via a toll-free telephone line, help desk, secure online chat facilities, electronic mail and personal contact.

12.-Communicate regularly through scheduled conference calls and upon request with CSLN members regarding CSLN operations.

13.-Provide accurate and timely monthly invoices to participating child support agencies for their costs of participating in the CSLN system.

14.-Oversee the subcontractor's modifications of the design, software source code, reports, and any other aspect to more fully effectuate the intent of CSLN and to meet the reasonable needs of the participating states and the insurance industry in achieving the goals and objectives of the CSLN.

15.-Oversee the subcontractor's services of uploading and downloading data as required by the CSLN in an agreed format.

16.-Oversee the subcontractor's research of state and federal laws and regulations for methods of encumbering and levying that may be used in interstate cases.

17.-Oversee the subcontractor's methods of safeguarding and protecting the CSLN data from unauthorized access and use and to otherwise meet all Federal and State security and confidentiality requirements.

18.-Oversee and support the coordination of the public relations and media interaction for the CSLN and its members.

19.-Ensure that the subcontractor provide outreach to Kentucky County Clerk's Offices to document lien filing procedures.

20.-Ensure that the subcontractor file Form CS-85, Notice of Lien, with the Kentucky County Clerk's Office in the county of residence of the obligor for those cases in which the obligor resides in Kentucky.

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21.-Ensure that the subcontractor sign Form CS-85, Notice of Lien, on behalf of Kentucky.

22.-Ensure that the subcontractor provide two copies of the Form CS-85, Notice of Lien, to the Kentucky County Clerk's Office, one original and one copy, for those cases in which the obligor resides in Kentucky.

23.-Ensure that the subcontractor provide a cover letter, approved by the Commonwealth of Kentucky, with all Form CS-85, Notice of Lien, mailed to Kentucky County Clerk Offices. Said letter will notify the County Clerk to return a stamped copy of the filed lien to:

DCSS Attention: CSLN
PO Box 2150
Frankfort KY 40602

24.-Ensure that the subcontractor includes a self-addressed stamped envelope with each Form CS-85 and the cover letter advising the County Clerk's Office to return the stamped copy of the filed lien to the above address. Cost of postage for the self- addressed stamped envelope will be submitted on CSLN monthly invoice.

25.-Ensure that the subcontractor advance the \$5.00 recording fee and include with it the Form CS-85 to be filed with the County Clerk's Office in the county of residence of the obligor for those cases in which the obligor resides in Kentucky. The \$5.00 recording fee will be submitted for reimbursement on the CSLN monthly invoice.

2.01-Goals and Objectives (CSLN Rules)

1.-All information, data, reports, manuals, studies, produced by or as a result of activity under this agreement shall be the property of State of Rhode Island and member States. No data that personally identifies an individual debtor or child support recipient shall be disclosed to persons or entities that are not using the information for child support locate and collection purposes if the information would not be disclosed under Participating Child Support Agency's State laws or policy.

2.-The CSLN Software is the sole and exclusive property of subcontractor, who at all times retains all rights, title and interest in and to the CSLN Software subject to a limited, non-exclusive, non-transferable and non-assignable license (the "License"), hereby granted to the Participating Child Support Agency / Agent in the CSLN. The Participating Child Support Agency / Agent may not release or assign these rights or interest to any other third party or other state agency.

3.-Subject to any Federal binding rule to the contrary, a single claimant intercepted amount that is matched to identical delinquent obligor records referred to the CSLN from two or more Participating Child Support Agencies / Agents will be divided up proportionately between or among the matching participants, based on the prorated share of the amount of arrearages posted on the CSLN at the time of the Intercept. The CSLN will automatically calculate the prorated share of the claim to be disbursed to each participant member. The insurer or insurance company will be instructed to forward the intercepted claim amount for the total arrears and information regarding all multiple Participating Child Support Agency / Agent matches to the State of Rhode Island, which as the Host State, will make the appropriate disbursements to the members. Rhode Island will be the final arbiter regarding the correct apportioning of the arrearages and will certify its determination if needed for execution.

4.-Each Participating Child Support Agency / Agent agrees that the CSLN Confidentiality Agreement and Understandings, which is issued to all insurers cooperating with CSLN, attached as a separate document to this agreement (Attachment A), meets the privacy and confidentiality requirements for their participation in the CSLN.

5.-Each Participating Child Support Agency / Agent agrees to only require insurance companies and reporting organizations to make inquiries to the CSLN on claimants that are subject to such inquiry, lien or offset per the appropriate parameters established by federal law, if any, and any individual state laws. All CSLN Participant Members agree to encourage Insurers and or reporting agencies to voluntarily make

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inquiries on claimants who are projected to receive claim amounts that are less than what any state law parameters may require for purposes of increasing child support arrearage offset.

6.-Each Participating Child Support Agency/Agent agrees to recognize and allow that priority be given to certain liens or written notices of health care providers, attorney's fees, holders of security interest or the assignment of rights of such amounts to public assistance agencies which may exist, before such claim amounts are subject to child support liens, unless a Participating Child Support Agency/ Agent's State law provides for other child support lien priority. The Participating Child Support Agency / Agent agrees to forward its statutes, rules or procedures regarding priority deductions to Rhode Island for record keeping.

7.-Each Participating Child Support Agency / Agent may independently interact with its own State's media about their involvement in the CSLN and produce its own informational materials about their individual role, membership, case placement and successes in their participating in the CSLN. If any such releases pertain to the "whole" functionality of CSLN, the materials and informational releases however must be reviewed and approved by the State of Rhode Island as Host State of the CSLN prior to its release.

8.-The CSLN Rules in this agreement may be unilaterally amended by the State of Rhode Island by first-class mail notice of the proposed amendment to the Participating Child Support Agencies / Agent and an opportunity to discuss the proposed amendment prior to its effective date. All amendments take effect the first day of the month following a telephonic, electronic or in-person conference available to all Participating Child Support Agency / Agent unless stated otherwise in the proposed amendment, including any subsequent changes to the amendment as a result of the conference. Rhode Island will mail a copy of the final amendment to each Participating Child Support Agency / Agent. Nothing in this section should be construed to allow Rhode Island to unilaterally change any other terms of this Agreement beyond this section, the CSLN Rules.

9.-Under the state law of both the State of Rhode Island and the State of Kentucky and the principles of sovereign immunity, neither state can legally agree to submit to a foreign court jurisdiction's laws.

CSLN Pricing Structure

Please note that prices are subject to change at a rate increase of 3%, effective January 1, 2026, and then every 2 subsequent years going forward. Participating state agency is required to check the preferred service level option(s) for costs per claim match. The Participating Child Support Agency/Agent's monthly billing will be calculated as follows:

Option 1: Traditional Costs per Claim Match (select)

Cases Posted to CSLN	Cost per Claim Match
100,000 or less	\$53.00
100,001 through 200,000	\$46.00
200,001 or greater	\$38.50

Traditional Costs Per Claim Match are defined as charges for just those claims referred to the Member/ State that have been verified by CSLN as open and active claims available for enforcement / collection actions. Charges include all costs associated with the CSLN issuance of the initial automated lien or withholding order form to the insurer on behalf of the Member state upon such election. Match rate charges will be assessed and invoiced monthly based on the member's volume of cases on CSLN at the time of the match.

Option 1A: Other Source Insurance Matched Costs per Claim Match (select)

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Cases Posted to CSLN	Cost per Claim Match
100,000 or less	\$32.00
100,001 through 200,000	\$28.00
200,001 or greater	\$24.00

Other source (i.e. OCSS or state insurance claims) matched costs per claim match are defined as charges for just those claims referred to CSLN for the quality insurance (QA) process that are released to the state only after passing QA. States only pay for matches that pass QA.

Location Verification on Closed Claims (select)

Cost per Verification of Claimant Address	\$10.00 each
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Cost per location verification is defined as those charges per claim for address verification of the claimant on inactive or closed claim cases for enforcement potential action by the Member State. Match rate charges will be assessed and invoiced monthly based upon the number of verifications made.

The cost to DCSS under this contract shall not exceed \$80,000.

2.02-Reporting Requirements (Credit Policy)

The Participating Child Support Agency / Agent agrees to seek any credits to amounts charged by CSLN for referred verified claim matches only, within thirty (30) days of the date the match was released to the Member State.

Credits can only be requested for the following reasons:

- 1.-Claim referred to agency was for Medical Only damages.
- 2.-Claim referred was denied by insurer resulting in No Benefits.
- 3.-Lien Already in Place on claim / asset by Participating Agency/Agent.
- 4.-NCP and the claimant are not the same person.

All credit requests will be reviewed by CSLN. Approved credits will be shown on the invoicing process for the next month. Inquiries about specific credit requests must be made directly to CSLN staff or by using the Close / Collect Tab on the state's website for communication. Any credits requested by the Participating Child Support Agency / Agent after the described time period for seeking credits will be reviewed and approved or denied solely at the option of the Host State.

2.03-Subcontractors

Subcontractors must be preapproved by DCSS and meet the needs of the contract. In addition, they must adhere to the conditions set forth in this agreement.

Approved Subcontractors:

- 1-Stellaware Cooperation

2.04- DCSS Responsibilities (Responsibilities of the Participating Child Support Agency/Agent)

The Participating Child Support Agency /Agent agrees to:

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- 1.-Provide case data in agreed formats to subcontractor for the CSLN use.
- 2.-Provide updated State data to the CSLN on a mutually agreeable frequency.
- 3.-Deny access to CSLN or CSLN contents to nonmember States, or other entities through the sharing of source code, private site access passwords, etc. (Nothing in this Agreement prohibits the member state from sharing IV-D information, data or statistics obtained through CSLN that may benefit a nonmember state in the collection of child support in an individual case, provided confidentiality restrictions and protocols used in the Title IV-D program are applied.)
- 4.-Provide the State of Rhode Island with a preview of any materials to be disseminated to the public and media regarding the “whole” operation of CSLN and to obtain prior authorization for its release from the State of RI as Host State of the CSLN. (Prior authorization is not needed for the release of information on the numbers, kinds and amounts of claims or collections received from any individual state CSLN activity).
- 5.-Participate in regular CSLN conference call meetings as required.
- 6.-Make a good faith effort to use the CSLN method of matching insurance claimants to delinquent child support obligors for asset collection purposes as the alternative method to specific case by case or blanket case processing of administrative subpoenas or requests for information to individual insurance companies to obtain asset and claimant information that is otherwise available to members under the administrative enforcement provisions of state child support laws in return for the voluntary cooperation of the insurance companies in their utilization of the CSLN.
- 7.-Participating Child Support Agencies / Agents are responsible for handling any appeals or inquiries from the obligors and to carry out the appropriate methods of asset execution.
- 8.-Participating Child Support Agencies or their Agents agree to pay the State of Rhode Island match fees for successful matches referred to them by CSLN, based upon their elected match services level, resulting from their delinquent obligor cases in the CSLN database matching to insurance claims per the payment requirements and timeframes of the State of Rhode Island.
- 9.-Participating Child Support Agencies or their Agents agree to pay for any special postage requirements as defined in the agreement. (Special postage includes copies being mailed to additional clients and / or organizations and will be a straight pass-through to DCSS of the actual fees incurred by CSLN).
- 10.-Participating Child Support Agencies or their Agents also agree to pay the State of Rhode for charges, as detailed within this agreement for any CSLN optional services requested and provided.
- 11.-Participating Child Support Agencies or their Agents agree to request any credits to CSLN invoice billings in accordance with the CSLN Credit Policy and Procedures.

Case Placement and Enforcement

- 1.-The main feature of the CSLN is the time saving, ease of use of a single child support obligor database on the Internet by insurance claims adjusters. Adjusters can quickly determine if a claimant owes past due support by either entering claimant information on the secure web site for matching to the obligors in the CSLN database or the insurance company can elect an electronic interface of CSLN to their databases. If there is a match between a claimant and an obligor on CSLN, the CSLN automatically notifies the Participating Child Support Agency / Agent electronically. After the child support agency takes the appropriate action to lien, freeze or seize the settlement, the insurer forwards the past-due amount to the appropriate child support collection office upon settlement.
- 2.-Participating Child Support Agency / Agent must initially place and maintain a minimum placement of 8,000 (eight thousand) of its qualifying delinquent obligors' cases in the CSLN at all times. A

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Participating Child Support Agency / Agent may place as many of its qualifying delinquent obligor cases in excess of this minimum placement in the CSLN as it chooses to do so. Regardless of a member's individual state law or provision that defines a delinquent child support case, a CSLN qualifying case eligible for submission to the database is one in which a noncustodial parent owes a minimum of \$500.00 of child support arrears (either current or total arrears). If an obligor parent owes a delinquent amount on more than one IV-D case, a Participating Child Support Agency / Agent may combine the delinquent amounts and submit the delinquent obligor as one case to the CSLN subcontractor.

3.-Participating Child Support Agency / Agent state may choose to have an automatic lien generated by CSLN upon a confirmed match to an open, active claim with an insurer, determined through the CSLN Quality Assurance process option. The CSLN will generate an electronic or paper version of the interstate lien form for interstate cases, and / or the State's in-state lien form or income withholding form for cases in which the obligor resides in-state, upon approval by the Participating Child Support Agency or Agent and the agency's provision of the appropriate data elements and written permission to use an electronic signature as an authorized legal signature on such forms. Electronic liens, and paper-generated liens via first class mailing, will be sent to insurers.

Alternatively, holds, freezes and turnovers of the claim may be conducted according to other methods approved by the Participating Child Support Agency / Agent and the State of Rhode Island, as Host State of the CLSN consistent with all CSLN goals, objectives, responsibilities, rules, understandings and agreements. Other options for the placement of a lien or withholding order are available to a member / state for implementation on the member's customized CSLN administrative web page, dependent upon the level of service requested by the member / state from CSLN.

4.-A Participating Child Support Agency / Agent may make its initial placement of delinquent obligor records on CSLN at any time and are encouraged to submit subsequent full, refreshed file updates on at least a monthly basis to the CSLN contractor.

5.-A Participating Child Support Agency/Agent may place matched claim information received from other sources to CSLN for QA and Forms Generation which will be billable at the appropriate state rate after QA within Option 3 of Attachment A. CSLN matches already received from same insurer will be considered primary and matches received from other sources will be identified as duplicates. CSLN will work with other source and / or the state to transfer matched data to CSLN database. All other source data will be assigned a unique identifier.

Credit Policy

The Participating Child Support Agency / Agent agrees to seek any credits to amounts charged by CSLN for referred verified claim matches only, within 30 days of the date the match was released to the Member State.

Credits can only be requested for the following reasons:

- 1.-Claim referred to agency was for Medical Only damages,
- 2.-Claim referred was denied by insurer resulting in No Benefits.
- 3.-Lien Already in Place on claim / asset by Participating Agency/Agent.
- 4.-NCP and the claimant are not the same person.

All credit requests will be reviewed by CSLN. Approved credits will be shown on the invoicing process for the next month. Inquiries about specific credit requests must be made directly to CSLN staff or by using the Close / Collect Tab on the state's website for communication. Any credits requested by the Participating Child Support Agency / Agent after the described time period for seeking credits will be reviewed and approved or denied solely at the option of the Host State.

2.05-Monitoring Requirements

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

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Section 3-Pricing/Invoicing (Charges and Billing Insurance Claim Matching)

Funding from this Agreement distributed through subsequent agreements with other entities shall not be issued as a “subrecipient” agreement or a subaward of federal financial assistance.

Traditional Costs Per Claim Match are defined as charges for just those claims referred to the Member/ State that have been verified by CSLN as open and active claims available for enforcement / collection actions. Charges include all costs associated with the CSLN issuance of the initial automated lien or withholding order form to the insurer on behalf of the Member state upon such election. Match rate charges will be assessed and invoiced monthly based on the member’s volume of cases on CSLN at the time of the match.

Invoices for payment shall be submitted to DCSS 730 Schenkel Lane, P.O. Box 2150, Frankfort, KY 40621 or electronically to CSEINVOICES@ky.gov. Invoices must be submitted no later than thirty (30) days after completion of the service.

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

The Contractor shall submit monthly invoices in accordance with this contract. The invoice must include at a minimum:

- 1.-Vendor’s name and address.
- 2.-PON2 number that invoice(s) is using for funding.
 - 3.-Clearly list dates of service (from and to). Example of Monthly Invoice: Dates of Service from July 1, 20XX to July 31, 20XX.
 - 4.-Date of invoice (Date invoice is prepared). July’s invoice should be prepared no later than August 15, 20XX.
 - 5.-Total amount due for the current billing cycle.
 - 6.-Cumulative total for all invoices to date.
 - 7.-Detailed description of services provided.
 - 8.-In addition to the total number of matches and cost of each match rate, the monthly invoice shall include the total number of liens filed with Kentucky County Clerk Offices denoting CSLN’s fee of \$4.00 per filed lien, the advanced recording fee of \$5.00 per filed lien, and the total cost of postage to mail the lien to the County Clerk and for the self-addressed stamped envelope enclosed therein.

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

A.-The name, address, and telephone number of the contact person for the Participating Child Support Agency for this contract is:

B.-The name, address, and telephone number of the representative of the Host State responsible for administration of this Interstate Agreement and where financial and administrative records are maintained is:

Associate Director--Rhode Island Office of Child Support Services Department of Human Services (DHS)
 Office of Child Support Services 77 Dorrance Street – 4th Floor Providence, RI 02903
 Telephone: 401-458-4412
 Emails: contact@childsupportliens.com.

C.-The name (Host State) and mailing address of the official payee to whom the payment shall be made:

State of Rhode Island (FEIN: 05-6000522)
 Attn: IV-D Director

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Department of Human Services, Office of Child Support Services 77 Dorrance Street
Providence, RI 02903

Section 4 –General Terms and Conditions

4.01-Contract Components and Order of Precedence

A valid contract between the Parties consists of the following:

- 1.-This written Agreement, all attachments, and any subsequent written amendments to this Agreement; and
- 2.-The final written budget or proposal.

4.02-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and DCSS and incorporated as a written amendment by DCSS 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 the parties identified on page 1 for consideration and decision.

4.03-LRC Policies

Pursuant to KRS 45A.725, LRC has established policies that govern rates payable for certain professional services. These are located on the LRC webpage and would impact any contract established under KRS 45A.690 - 45A.725, where applicable.

A link to the LRC webpage is as follows:

See: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

4.04-Choice of Law and Forum

Under the state law of both the State of Rhode Island and the Commonwealth of Kentucky and the principles of sovereign immunity, neither state can legally agree to submit to a foreign court jurisdiction's laws.

4.05-Authorized to do Business in Kentucky

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

If a foreign entity, the subcontractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

4.06-Registration with the Secretary of State by a Foreign Entity

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

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to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception. Foreign entity is defined within KRS 14A.1-070.

4.07-Payment

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

General Provisions

4.08-Headings

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

4.09-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.

4.10-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. DCSS may establish or award other contracts for additional or related work, services, supplies, or commodities, and the Host State will ensure its subcontractor will cooperate with any other such contractors and DCSS employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by DCSS employees.

4.11-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.

4.12-Indemnification

The subcontractor shall indemnify and hold harmless DCSS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of

- (a) this Contract.
- (b) any and all acts of the subcontractor
- (c) the policies and procedures of the subcontractor, specifically including all Contractor employment practices employed during the term of this or any prior Contract with DCSS.
- (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by subcontractor or any of subcontractor's employees or agents.
- (e) 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 as a result of the express written request of DCSS; or
- (f) subcontractor's failure to comply with any applicable state or federal laws or regulations. The subcontractor will submit a written agreement to these terms to DCSS.

4.13-Sovereign Immunity

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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. No provision of this Contract constitutes a waiver by the State of Rhode Island of any immunities from suit or liability that the State of Rhode Island may have by operation of law.

4.14-Force Majeure

Events or conditions beyond the reasonable control of the Parties shall not be construed as non-performance, nor shall reductions be applied as a result of such events. Events or conditions beyond the Party's reasonable control include, but not are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strike or shortage, war, riot or other civil unrest, or state or national declared emergency, including a pandemic, or public utility failures. However, DCSS retains the right to obtain any necessary services elsewhere in the event of such non-performance by the subcontractor. In this event, the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The subcontractor 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.

4.15-Maintenance of Insurance

During this Contract, the Contractor shall require any Subcontractor to maintain their directors' and officers' liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in the subcontractor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the subcontractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall require any Subcontractor to provide evidence of such coverage upon request.

If the 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 Subcontractor shall provide proof of coverage within five (5) business days of coverage upon request.

DCSS shall not be responsible for any premiums or assessments on any policy held by the 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 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. Subcontractor will notify DCSS within five (5) business days of any cancellation or interruption of the subcontractor or Subcontractor's insurance coverage. In any subcontract, the subcontractor shall provide such notice to the Contractor and DCSS. Any insurance must remain in effect at all times during this Contract. If any insurance coverage expires during this Contract, the subcontractor shall provide at least thirty (30) calendar days prior to the expiration date a new Certificate of Insurance evidencing coverage for not less than the remainder of the Contract.

4.16-Licensure, Certification, and Registration

The Contractor shall ensure that all licenses, registrations, and/or certifications necessary for performance under this Contract are in good standing and maintained at all times; readily accessible; and available for production upon request.

4.17-Permits, Licenses, Taxes, and Laws

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The subcontractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

To the extent required by law, the subcontractor 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.

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

4.18-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 the subcontractor 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 involving the subcontractor related to this Contract.

4.18-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 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, evaluations, or any other purpose. At all times, any such individual shall be an employee, volunteer, or independent contractor of the Contractor. No employee, volunteer, or independent contractor of the Contractor shall be a third-party beneficiary of this Contract or an agent of DCSS.

4.19-DCSS Discrimination Prohibited

During this Contract, the Contractor agrees as follows:

1.-The Contractor will not and will ensure that its subcontractor will not discriminate against any employee or applicant for employment or any individual requesting or receiving services from the subcontractor based on race, religion, color, national origin, sex, disability, age, political beliefs, veteran's status, national origin, or any other protected class identified in federal, state or local laws. The subcontractor will not retaliate for prior civil rights activity. The Contractor will ensure that the subcontractor agrees to comply with, as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all other applicable federal, state and local laws prohibiting discrimination.

2.-The Contractor will ensure that the subcontractor post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.

3.-In all program or service solicitations or advertisements placed by or on behalf the subcontractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws.

4.-In the event of the Contractor's or the subcontractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated or

suspended in whole or in part, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

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5.-In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the subcontractor will agree to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

6.-In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on Limited English Proficiency (LEP), the subcontractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited English Proficiency. The language services shall:

A.-Be consistent with the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities.

B.-Have a method of identifying LEP individuals; and

C.-Provide language assistance measures (e.g., oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

4.20-Staffing

Any individual providing services under this Contract must not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the subcontractor shall immediately notify DCSS.

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

Contract Performance

4.21-Service Delivery Requirements

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

4.22-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 contained in the Summary Line Item Section of this Contract 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 not request a budget revision within the last sixty (60) days of the contract period.

4.23-Subcontractors

Subcontractors are allowable. Before engaging any other Subcontractor 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.

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4.24-Responsibility for Subcontractor Contract Requirements

The subcontractor's contract with any Subcontractor related to this Contract shall specify that 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.

Subcontractor is responsible for carrying out the Affirmative Action Steps outlined in 2 CFR Part 200.321 when selecting subcontractors.

4.25-Subcontractor Monitoring Requirements

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

4.26-Indirect Cost

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

4.27-Financial Record Retention

The Contractor agrees to maintain all Contract records for not less than three (3) years after all Contract matters (e.g., audit, settlement of audit exceptions, disputes) are resolved and in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

4.28-Confidential Information

The Contractor will ensure that subcontractors shall comply with state and federal law governing access to and use of information and data provided by DCSS or collected by the subcontractor. The subcontractor will use such information or data only for purposes expressly authorized in this Contract. The subcontractor will keep all confidential information and data confidential. 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.

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 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 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 an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

4.29-HIPAA Confidentiality Compliance

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If applicable, the Contractor agrees to abide by the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

4.30-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, the subcontractor’s 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 subcontractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the subcontractor’s work under this Contract. Noncompliance may also result in penalties as described in this contract.

4.31-Performance-Based Penalties

Upon a determination of failure to perform services outlined in this contract, 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 resolve performance issues at all times.

1.-Requirement of Corrective Action:

A.-Letter of Concern

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

B.-Corrective Action Plan

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.

A corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by Finance or DCSS, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within ten (10) business days of receipt. 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 subcontractor 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. Pursuant to a contract between Contractor and Subcontractor, subcontractor shall hold the contractor harmless and fully indemnify the contractor for all penalties that may be incurred as a result 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.

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Failure to Correct any identified deficiency may result in an action pursuant to Finance Terms - Cancellation of this Contract.

4.32-Performance and Evaluation

DCSS may complete a Performance Evaluation (PE) twice a year to document contract performance. PE documents will be entered into the Commonwealth's electronic financial system (eMARS). Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents for this Contract, contact DCSS.

4.33-Business Continuity, Disaster Recovery, and Information Security Requirements

The subcontractor shall maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps the subcontractor will take in the event of an outage or failure of either the subcontractor's or DCSS's data, communication, or technical support system. Such plans shall enable the subcontractor to continue to meet all contractual requirements. The subcontractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining the execution of all plans shall be borne by the subcontractor.

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

When applicable, contractors that receive Personal Information, as defined by KRS 61.931, shall secure and protect the Personal Information by complying with all applicable requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931- KRS 61.934. In accordance with KRS 61.932(2) (a), the 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 subcontractor shall comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The subcontractor agrees to undertake a prompt and reasonable investigation of any security breach, as defined in KRS 61.931, as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the subcontractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The subcontractor agrees that the Commonwealth may withhold payment(s) owed to the subcontractor for any violation of the requirements contained in KRS 61.931- KRS 61.934. The subcontractor agrees to cooperate with DCSS in complying with any response, mitigation, correction, investigation, and notification requirements of this contract.

4.35 Remedies for Breach

In the event of a breach of contract by the Contractor or the subcontractor, DCSS may pursue any remedy available to it under this Contract, KRS Chapter 45A, or by law. The remedies may be invoked without regard to the existence of any other available remedy and may include the enforcement of any holdback provision or payment of any specified liquidated damages.

4.36-Transition/Turnover

In the event of non-renewal or termination, upon receipt of the required notice of non-renewal or termination, the subcontractor shall provide any turnover assistance reasonably necessary to enable DCSS or its designee to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.

The subcontractor shall:

- 1.-Provide detailed transition documents at no additional cost to DCSS.

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2.-Be responsible for the orderly transition of work and the accuracy of data in coordination with the new Contractor.

3.-Within ten (10) calendar days after written notification by DCSS of the initiation of 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, 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.

4.-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.

5.-Transfer all documents and records pertaining to this Contract in its possession within twenty-one (21) days of the effective date of termination. All documents shall be in a DCSS-approved format.

6.-Provide reasonable and appropriate assistance to DCSS and its designee(s) regarding the contents of such documents and records, and provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to DCSS within twenty (20) days of the effective date of termination.

7.-Pay any and 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.

4.37 Miscellaneous Provisions 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.

4.38-Bankruptcy

In the event the 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 as a result of such default; and
- 3.-Provides adequate assurance of future performance, as determined by DCSS.

4.39-Code of Ethics

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

4.40-Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by 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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4.41-Scientific Misconduct

If applicable, the Contractor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with 42 CFR Part 93 and shall be made available, upon request, to DCSS. The Contractor shall immediately notify DCSS of any activity reported to the Contractor under this section.

4.42-Intellectual Property

Any formulae, methodology, or other reports and compilations of data provided by DCSS to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of DCSS. **Any other use of these materials must be reviewed and approved in advance by DCSS. Any intellectual property owned by the subcontractor prior to this Contract shall remain the exclusive property of the subcontractor.** DCSS technology and software is within the exclusive sole proprietary ownership of the subcontractor Stellarware.

Any formulae, methodology, other reports, or compilations of data prepared or produced by the 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.

Section 5–Federal Requirements

If federal funds are utilized, the subcontractor is responsible for complying with all applicable provisions of 2 CFR Part 200, Appendix II.

5.01-Certain Provisions Contained Within 2 CFR, Part 200, Appendix II

5.02-Clean Air Act and Federal Water Pollution Control Act

The Contractor and Subcontractors shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C.

1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

5.03-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5, 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the subcontractor will certify by signing a separate certificate, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the subcontractor shall notify DCSS within seventy-two (72) hours of the federal debarment. For this certification, “Principals,” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

5.04-Certification of Lobbying Activities

The subcontractor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code. The Contractor certifies, to the best of his or her knowledge and belief, that:

- 1.-No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making

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of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.-If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.-The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

5.05-Equipment

For reimbursement-type contracts, the subcontractor shall not purchase equipment or property with contract funds, unless specifically authorized under the scope of work and specifications of this Contract.

Equipment and property reimbursed by DCSS to fulfill the requirements of this Contract, requires prior approval by DCSS and the federal agency before the federal government will allow the costs in accordance with 2 CFR Part 200.

5.06-Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR § 200.216, Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5.07-Domestic Preferences for Procurements

In accordance with 2 CFR § 200.322(a):

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase,

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acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.08-Procurement of Recovered Materials

In accordance with 2 CFR § 200.323:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5.09-Certification Regarding Drug-Free Workplace

The Contractor will ensure that its subcontractor certify that it will comply with the drug-free workplace requirements in 2 CFR Part 182.

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Memorandum of Agreement Standard Terms and Conditions

Revised May 2025

1.00 Effective Date

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

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

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

2.00 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.

3.00 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.

4.00 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.

5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for 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

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as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

6.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

7.00 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

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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, 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.

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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

Interim Chief Child Support Services
Title

Amy Burke
Printed Name

06/02/2025
Date

2nd Party:

Frank J. DiBiase
Signature

Associate Director
Title

Frank DiBiase
Printed Name

06/02/2025
Date

Approved as to form and legality:

Stacy Byrns Taulbee
Attorney
Stacy Byrns Taulbee
Printed Name