

SERVICES AGREEMENT

Between

FLETCHER GROUP, INC

And

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This Services Agreement (“Agreement”) has an Effective Date of \_\_\_\_\_, made by and between Fletcher Group, Inc, a 501 c (3) Kentucky Corporation having its principal place of business at 601 Meyers Baker Road, Suite 238, London, KY 40741 (hereinafter referred to as “FGI” or “Contractor”) and Subcontractor . (hereinafter referenced to as “Subcontractor ” or “Subcontractor”) with a place of business at \_\_\_\_\_.

WITNESSETH:

WHEREAS, FGI is a not-for-profit that provides technical assistance to communities and organizations to develop recovery support services, including special populations such as those involved in the criminal justice system with substance use disorder; and,

WHEREAS, FGI has entered a Memorandum of Agreement (MOA) with the Commonwealth of Kentucky (“Commonwealth “), Cabinet for Health and Family Services (“CHFS”) Department for Behavioral Health, Developmental and Intellectual Disabilities (“BHDID”) to provide certain services to support the implementation of the Behavioral Health Conditional Dismissal Program, mandated by Senate Bill 90.; and,

WHEREAS, the Behavioral Health Conditional Dismissal Program (“CDP”) or also referred to as “Program”) is designed to provide eligible individuals with a behavioral health disorder and qualifying low-level charges with an alternative to incarceration and further penetration into the criminal justice system. Eligible individuals may receive treatment and recovery support services to address their behavioral health disorder, including outpatient, intensive inpatient, partial hospitalization, and residential treatment, educational and vocational services, and housing assistance; and,

WHEREAS, successful completion of the program would result in the dismissal of eligible charges. This pilot program will operate within counties selected by the Chief Justice of the Kentucky Supreme Court; and,

WHEREAS, participating providers must meet legislatively established criteria, adhere to programmatic expectations, and have been approved by DBHDID to serve as a provider of treatment and recovery services for participants of the BHCDP.

WHEREAS, FGI is a 501(c)(3) organization that will provide an array of services, including reimbursement through the Department for Behavioral Health, Developmental and Intellectual Disabilities to participating behavioral health providers for billable services when participants a)

are not yet enrolled in Medicaid or private health insurance; b) covered by Medicare, but not dually enrolled in Medicaid; c) covered by Tricare, but not dually enrolled in Medicaid; d) covered by private insurance with a deductible greater than \$1,000 and an income that does not exceed 150% of the federal poverty level. Providers must verify insurance status and provide assistance obtaining Medicaid for eligible candidates within five (5) days of initiating treatment. Providers shall reimburse FGI for any insurer reimbursement reconciled through backdated coverage.

Reimbursement rates for allowable services are based on the Kentucky Medicaid Fee-for-Service Behavioral Health Fee Schedule. Behavioral Health Providers will submit invoices to FGI that include CPT Code/HCPCS Code, ASAM level, Modifiers, Description, units of service, treatment dates, patient name, patient date of birth, provider name, provider credential, and parent agency (if applicable).

The provider will submit invoices for claims on services occurring within each month will be submitted by the 15<sup>th</sup> of the following month. FGI will reimburse by check or direct deposit by 30 days after the claims are received.

FGI will cap treatment service reimbursements for each individual a total of \$12,000 for each six (6) month period of program enrollment.

During each six (6) month period, FGI will cap non-reimbursed substance use treatment services as follows:

- 1.0 Outpatient Services: \$4,000
- 2.1 Intensive Outpatient Services: \$4,500
- 2.5 Partial Hospitalization Services: \$3,000
- 3.1 Clinically Managed Low-Intensity Residential Services: \$7,500
- 3.3 Clinically Managed Population-Specific High-Intensity Residential Services: \$8,000
- 3.5 Clinically Managed Residential Services: \$8,000
- 3.7 Medically Monitored High-Intensity Inpatient Services: \$9,000
- 4.0 Medically Managed Intensive Inpatient Services: \$9,000

During each six (6) month period, FGI will cap mental health treatment services as follows:

- I. Recovery Maintenance and Health Maintenance: \$4,000
- II. Low-Intensity Community-based Services: \$4,500
- III. High-Intensity Community-based Services: \$5,000
- IV. Medically Monitored Non-Residential Services: \$7,500

Subcontractor shall provide notice to FGI immediately if demand for services may exceed the total reimbursement amount of the Agreement.

WHEREAS, FGI will provide access to a data collection platform that will be utilized by participating behavioral health providers to report required data points. FGI will train provider staff on the use of the data platform and overall programmatic expectations. FGI will offer ongoing monthly training, as well as regular and on-call options for technical assistance.

WHEREAS, the MOA has authorized FGI to establish and maintain a subcontract with Subcontractor to deliver the following services.

NOW, THEREFORE, the Parties do mutually agree as follows:

I. Purpose

The purpose of this Agreement is to establish a subcontract between FGI, the Contractor, and Subcontractor, the subcontractor, to assist in implementing select components of the Program as set out in more detail in Section II below, entitled Program Scope of Work.

II. Program Scope of Work.

Behavioral health treatment programs must meet specific criteria to provide services as part of the Behavioral Health Conditional Dismissal Program. Subcontractor agrees to provide the following services:

Perform all services delivered herein per all applicable federal and state statutes and regulations and local ordinances currently in effect or may be amended during the term of this Agreement. Upon signing this contract, you agree to adhere to the following performance standards.

1. Enter Engagement Notification data into the FGI data platform within twenty-four (24) hours of admission of the program participant, enter data into DDOR as outlined in II.13. and at required intervals thereafter.
2. Notify the A.O.C. Case Navigator within 24 hours of admission to the treatment program.
3. Perform a clinical biopsychosocial assessment for each service episode and complete a treatment plan based on the individual needs of the program participant.
4. Obtain necessary consents to release information to the Department for Behavioral Health, Developmental and Intellectual Disabilities (DBHDID), Administrative Office of the Courts, the Commonwealth Attorney's Office, and the individual's public or private attorney, as well as the Kentucky Office of Adult Education. These releases are required to confirm compliance with program requirements.
5. Inform the KY Office for Adult Education of participant enrollment within fourteen (14) days of treatment initiation using a designated form to consent to the release of information.
6. Ensure access to following mental health and substance use services as indicated by the assessment, either directly or via referral:

- a) Inpatient
  - b) Outpatient
  - c) Case Management
  - d) Intensive Outpatient
  - e) Cognitive Behavioral Therapy
  - f) Medications for Opioid Use Disorder (MOUD), including agonist and antagonist formulations
  - g) Withdrawal Management to include MOUD access
  - h) Residential Treatment
  - i) Harm Reduction Services
  - j) Drug Testing
  - k) Peer Support Services
  - l) Transitional Living/Recovery Housing
  - m) Educational & Vocational Services
5. Coordinate all services and testing required under the program, including transportation if needed and available.
  6. Receive and maintain copies of all necessary documentation to ensure compliance with the program requirements, including but not limited to:
    - i. Treatment records;
    - ii. Drug tests;
    - iii. Educational assessments and advancements, if applicable;
    - iv. Employment status and employment training;
    - v. Community service, if applicable; and
    - vi. Housing status.
  7. Email or conference with AOC Case Navigator for each program participant to address the participant's progress if they are non-adherent and/or facing administrative discharge, including notification within 24 hours if the participant has stepped up or down a level of care and any required adjustment that may be needed to the participant's program.
  8. Recommend modifications to the treatment program via communication with the AOC Case Navigator and DBHDID.
  9. Review the individual's progress and recommend continued participation in the program or discharge from the program due to an inability or unwillingness to meet the terms and conditions of the program.
  10. Report via email or conference within 24 hours of discharge from the treatment program based upon lack of adherence to the terms and conditions of the program to the AOC Case Navigator.
  11. Reasonable effort must be made to retain program participants in appropriate services to prevent further engagement with the criminal legal system.
  12. Every effort must be made to refer the participant to an appropriate treatment provider if the participant is administratively discharged for nonadherence to program guidelines and procedures such as attendance, behavior, and participation. The provider is expected to assist the participant in a warm handoff to an alternative treatment provider and inform the AOC Case Navigator of the name and location of the agency to which the participant was referred.

13. Submission of all reports as required or requested by BHDID and FGI. Reports shall include:
  - a. An initial Admission Report due within twenty-four (24) of the initiation of treatment;
  - b. A Stabilization Report within fourteen (14) days of the initiation of treatment;
  - c. A Continuing Care Report within twenty-eight (28) days after submission of the initial fourteen (14) day report;
  - d. Subsequent reports every quarter to be submitted on the following dates January 15, April 15, July 15, and October 15 of each year of participation in the pilot program; and
  - e. A final report within thirty (30) days of the successful completion of the program.

Additional requirements concerning Reports are set out below in Section 19.

13. Create an account with FindHelpNowKY.org to allow the statewide assessors and other stakeholders to search by BHCDP-approved providers.
14. Assist the participant and/or provide access to assistance for the participant to obtain Medicaid insurance within five (5) days of treatment initiation for Medicaid-eligible participants.
15. Establish a HIPAA compliance program, required Business Associate Agreements (“BAAs”), data sharing agreements, and DDOR user agreements within 60 days of the execution of the MOA that will support the Program.
16. Provide feedback on the report data points, formats, collection, and platform for continuous process improvement.
17. Cooperate with BHDID and FGI in the event of a situation of Force Majeure as described in more detail in Provision IX below.
18. Maintain all necessary insurance, including but not limited to directors’ and officers’ liability insurance, workers’ compensation insurance, employer liability insurance, and such other insurance as reasonably necessary to provide adequate coverage against losses and liabilities attributable to acts or omissions of the Subcontractor in the performance of this Agreement. Subcontractor agrees to deliver or cause to be provided evidence of such coverage to Contractor upon request. Unless Subcontractor is self-insured, Subcontractor shall name CHFS as an additional insured on any policy except the Workers’ Compensation policy. The subcontractor shall notify in writing CHFS and FGI of the evidence of insurance coverage within five (5) business days of coverage. CHFS or FGI shall not be responsible for any premiums or assessments on such insurance policies. The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to CHFS and FGI. The Subcontractor shall notify CHFS and FGI within five (5) business days of any cancellation or interruption of the Subcontractor’s insurance coverage.
19. Ensure that all appropriate licenses, registrations, and/or certifications to provide the services herein are always maintained and accessible by BHDID and the Contractor. Subcontractor shall also procure all necessary permits, pay all appropriate taxes, and comply with all applicable laws, regulations, and ordinances of all federal, state, and local governments where work is performed under this contract.

20. Staffing for services under this contract through individuals or entities that are not included on any formal registry, listing, or list of excluded individuals or entities that are required by law and which relates to fraud, abuse, neglect, sexual offenses, or other inappropriate practices. In the event of discovery of an individual or entity on such listing, Subcontractor shall immediately notify CHFS and FGI.
21. Availability to BHDID and FGI, if requested, copies of personnel records and documentation of employees' compliance with the terms and conditions of this Agreement. Subcontractor understands and agrees that CHFS and any of its duly authorized agents or representatives shall have access to any books, documents, papers, records, or any other materials pertinent to this Agreement to make monitoring, auditing, examination, excerpts, and transcriptions. Subcontractor agrees to coordinate and work with FGI to ensure compliance with or correction of any findings of noncompliance with any law, regulations, audit requirement or generally accepted accounting principle that may be identified.
22. Subcontractor has reviewed FGI's MOA with the Commonwealth and agrees to such terms and conditions of the MOA that also apply to the Subcontractor and will collaborate, coordinate and work with FGI to meet its obligations under the MOA.

23. Consideration, Records, and Billing Instructions

1. Subcontractor shall invoice FGI for services on a monthly basis and maintain records of all assessments/screenings and other documentation of work performed and conducted during that month in the event of an audit.
2. Invoices shall include:
  - a. The total amount due and owing for the services performed during the invoice period, a description of the services performed, CPT codes, the unit of service, dates of service, and other details that FGI requires to administer the Program.
3. Whenever a payment becomes forty-five (45) days past due, Subcontractor shall notify FGI and work with FGI to resolve payment issues. Payment will be via electronic transfer of funds. Subcontractor shall provide bank routing information to FGI.

24. Term

This Agreement shall become effective upon full execution and will remain in effect until June 30, 2024, unless terminated earlier by the Parties. The agreement may be renewed by written consent of the Parties in one-year increments for up to four (4) years.

25. Notice of Termination

1. Either party may terminate this Agreement at any time if the other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within thirty (30) days after receipt of such notice.
2. Contractor shall immediately terminate this Agreement if the following occurs:

- a. There is the loss or departure of key personnel by the Subcontractor that would jeopardize both the quality and time of performance or make performance impractical with respect to the budget contemplated for this contract, and a mutually acceptable replacement cannot be found.
  - b. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to the satisfaction of either party; or
  - c. The other party ceases, discontinues, or indefinitely suspends its business activities related to the services to be provided under this contract, or the other party voluntarily files for bankruptcy; or
  - d. If FGI determines that Subcontractor is unable to provide or bill for needed services as required under the MOA or such is not sustainable under the CDP.
  - e. If Subcontractor fails to acquire or maintain appropriate licenses, registrations, and/or certifications to provide the services required herein or Subcontractor fails to procure all necessary permits, pay all appropriate taxes, and comply with all applicable laws, regulations, and ordinances of all federal, state and local governments where work is performed under this contract.
3. FGI may also terminate this agreement with 30 days' notice if the MOA with FGI is terminated for any reason by the Commonwealth.
  4. Either party may terminate this contract for any reason with 60 days written notice by email, fax, or hard copy to both the technical and administrative contacts of the other party.
  5. In the event of termination, immediate written notice by email, fax, or hard copy shall be given by the party requesting termination to the technical contact set out in Section XVIII below and shall specify both the reason and the effective date of termination.
  6. In the event of termination, the Subcontractor agrees to work with and coordinate with BHDID and FGI to effectuate a smooth and orderly transition of the Subcontractor's role responsibilities set out in this Agreement.

Upon any termination except for breach of contract, FGI shall, within thirty (30) days after termination, pay the Contractor all appropriate payments due as to the effective date of termination.

## 26. Required Reporting

Subcontractor shall submit reports required by DBHDID and FGI at designated intervals in the data platform provided by FGI and containing the below data points.

1. The first report, due within 14 days of treatment initiation, shall include the following:
  - a. Demographics
  - b. Age, Gender, Race/Ethnicity
  - c. Treatment Initiation Date
  - d. Health Insurance Status
  - e. Level of Care / Type of Treatment
  - f. Planned Treatment and Recovery Support Services

- g. Case Management Needs
- h. Educational, Employment, Housing, and Criminal History
- i. Substance Use Treatment and Mental Health Treatment History
- j. Status of Treatment (participation and adherence)
- k. Status of referral to Adult Education
- l. MOUD Status, if applicable
- m. Any other information the program provider determines may assist evaluation of the program

2. The second report, due within 42 days of treatment initiation, shall include the following:

- a. Health Insurance status
- b. Level of Care / Type of Treatment
- c. Treatment and Recovery Support Services Received
- d. Case Management Needs
- e. Status of Treatment (participation and adherence)
- f. Status and type of Educational Training received
- g. Status and type of Employment Training received
- h. Medically Assisted Treatment Status, if applicable
- i. If discharged, specific reason
- j. Housing Status
- k. Length of Stay
- l. Any other information the program provider determines may assist evaluation of the program

3. The quarterly report, due each year on April 15, July 15, October 15, and January 15, shall include the following:

- a. Health Insurance status
- b. Level of Care / Type of Treatment
- c. Treatment and Recovery Support Services received
- d. Case Management Needs
- e. Status of Treatment (participation and adherence)
- f. Status and type of Educational Training received
- g. Status and type of Employment Training received
- h. Medically Assisted Treatment Status, if applicable
- i. If discharged, specific reason
- j. Housing Status
- k. Length of stay
- l. Any other information the program provider determines may assist evaluation of the program

4. The final report, due within 30 days of discharge from treatment, shall include the following:

- a. Health Insurance Status
- b. The length of stay
- c. Date of discharge

- d. If discharged, provide a specific reason
- e. Goals met during the participation period
- f. Barriers to completion of the program
- g. Recommended continuing treatment and/or recovery support services, i.e., recovery housing
- h. Treatment and Recovery Support Services received
- i. Medically Assisted Treatment Status, if applicable
- j. Any other information the program provider determines may assist evaluation of the program

Providers do not need to complete a final report if the participant is stepping down a level of care or up a group of care within the same provider/agency or if services are temporarily suspended. In contrast, the participant receives specialized treatment elsewhere. This report will only need to be completed upon discharge from the agency. However, the providers will notify the AOC Case Navigator by email or conference within twenty-four (24) hours of a change in level of care. Additionally, providers must inform the AOC Case Navigator and The Office of Adult Education within twenty-four (24) hours of a change of facility location.

5. Other reporting requirements include:

Subcontractor may provide the above reports and other required information in the data collection software used by the Program unless notified otherwise by BHDID or FGI.

## 27. Intellectual Property (“IP”)

1. Subcontractor agrees that certain formulae, methodology, or other reports and compilations of data provided to CHFS shall be the exclusive property of CHFS unless specific ownership is otherwise identified.
2. If CHFS determines it has no rights to the IP, then all rights and title to all inventions, improvements, and/or discoveries, including software, know-how, patent, and other intellectual or industrial property conceived and/or made solely by one or more employees or students of Contractor in the performance of this Agreement, shall belong to the Contractor,
3. If CHFS determines it has no rights to the IP, all rights and title to all inventions, improvements, and/or discoveries, including software, know-how, patent, and other intellectual or industrial property conceived and/or made solely by one or more employees or students of Subcontractor in the performance of the Agreement, shall belong to Subcontractor.
4. If CHFS determines it has no rights to the IP, all rights and title to all inventions, improvements, and/or discoveries, including software, know-how, patent, and other intellectual or industrial property conceived and/or made jointly by one or more employees or students of Subcontractor and one or more employees of Contractor in the performance of the agreement, shall belong jointly to the Subcontractor and Contractor.
5. Subcontractor shall promptly notify DBHDID and FGI of any inventions, improvements, discoveries, software, and the like conceived and/or made during the performance of this agreement (hereafter, "Inventions"). Disclosures submitted by Subcontractor to DBHDID and Contractor shall be identified as confidential.

## 28. Proprietary or Confidential Information

Should proprietary or confidential information be exchanged under this Agreement, each party agrees, absent any special provision to the contrary, to:

- Comply with the federal and state law, rules and regulations governing access to and use of information and data provided by or to CHFS or FGI. Subcontractor shall review Section 4.02.06 entitled Confidential Information set out in the MOA and provide written assurances Subcontractor will comply with the requirements set out therein. The Subcontractor shall have appropriate agreements extending the confidentiality requirements set out in the MOA and herein to all of Subcontractor's employees.
- Enter into a Business Associate Agreement and comply with HIPAA requirements for managing all protected health information;
- Use its best efforts to receive and maintain in confidence any and all confidential or proprietary information delivered by one party hereto to the other party;
- Use confidential information solely for the purpose or purposes for which it was disclosed and for no other purpose whatsoever;
- As a receiving party, to disclose confidential information to its employees, officers, agents, and representatives only on a need-to-know basis;
- Identify in writing all confidential or proprietary information as such at the time of disclosure;
- Not release confidential or proprietary information to any third parties unless it meets state and federal requirements; and
- To dispose of or return proprietary or confidential information to the disclosing party when requested, upon expiration or termination of this contract or as otherwise provided in this Agreement.

The foregoing will not apply to:

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

The release of confidential information by the receiving party shall satisfy the requirements of federal, state, or local laws. The Subcontractor shall have appropriate agreements extending these confidentiality requirements to all employees, agents, subcontractors and other required entities.

## 29. Force Majeure

Neither Party shall be liable for public utility performance (e.g. Postal Service, telephone, or water company) or for the consequences of public utility non-performance. Events or conditions beyond the reasonable control of the Parties, such as natural disasters, fires, floods, elements,

transportation crashes, a pandemic requiring the issuance of a State of Emergency Declaration by the Governor or the Commonwealth, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events, provided that CHFS shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Subcontractor and the Parties shall negotiate in good faith and appropriate offset to the compensation payable under this Agreement. The Subcontractor shall cooperate with CHFS and FGI in such an 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. Subcontractor must inform DBHDID and FGI, orally or in writing, as soon as possible of the existence of a force majeure event. To preserve this right as a defense, Subcontractor must inform DBHDID and FGI in writing, with confirmation of receipt, within twenty (20) business days of the existence of a force majeure event or otherwise waive this right as a defense.

### 30. Publication

Subject to the procedures and policies established under 920 KAR 1:060 and any limitations of Proprietary or Confidential Information, Subcontractor shall not have the right to publish any information or material resulting from conducting the Scope of Work or provision of services under this Agreement unless agreed upon by FGI and the Commonwealth. The Subcontractor shall furnish DBHDID and FGI with a copy of any proposed publication 30 days in advance of the proposed publication date for review and comment. DBHDID and FGI may require deletion of any Proprietary or Confidential Information included in such proposed publication. DBHDID and FGI may also request Subcontractor to delay publication for a maximum of an additional 60 days in order to pursue patent protection on any Invention described in the manuscript.

### 31. Changes and Modifications

Any changes to this contract must be made in writing and must be executed by both parties to indicate acceptance of the modification. Any change that might impact cost, price, or delivery must be agreed to in writing prior to initiation of any work associated with the proposed change.

### 32. Assignments and Subcontracts

No performance of services or payments involving this Agreement may be assigned, subcontracted, transferred, or otherwise given or imposed on any other party by Subcontractor without the prior written consent of FGI.

### 33. Additional Responsibilities

1. Subcontractor will comply with all applicable governmental laws, ordinances, rules and regulations in the performance of this contract.
2. Without affecting or limiting any other provisions of this contract, it is agreed that each party's obligations under Section VII., Intellectual Property, and VIII, Proprietary or Confidential Information, will survive the expiration of this contract.
3. Each party to this contract is an independent COMPANY with each party is solely responsible for its own business expenses and employees including but not limited to salaries, benefits, insurances, withholding, worker compensation and taxes. Employees

of either party shall not be deemed agents, employees or representatives of the other party.

4. In the execution to this contract, the person whose signatures are set forth below is duly authorized to execute the contract and bind the parties.

### 34. Access to Information

Nothing in this Agreement shall constitute either Party as an agent or legal representative of the other Party for any purpose whatsoever except as described herein. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the Parties and shall make no representation of such to any person or entity.

### 35. Certifications, Acknowledgments and Prohibition.

Subcontractor certifies there are no legal actions, investigations, or other proceedings pending or threatened against the Subcontractor that would have a material effect on the Subcontractor's ability to perform under this Agreement.

Subcontractor agrees that it shall 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 retaliations for prior civil rights activity or any other protected class identified in federal, state, or local laws.

The Contractor agrees to comply with the provisions of 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, as applicable, and all other applicable federal, state and local regulations relating to prohibiting discrimination.

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

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

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

B. Have a method of identifying LEP individuals; and

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

Subcontractor acknowledges and agrees that all applicable requirements of FGI's MOA with the Commonwealth are applicable and binding on the Subcontractor.

Subcontractor acknowledges and agrees that this Agreement must also be reviewed by and approved in writing by CHFS and the Commonwealth before becoming effective.

Subcontractor agrees to maintain all records pertaining to this Agreement for a period of not less than three (3) years after all matters pertaining to this Agreement are resolved.

Subcontractor agrees to maintain and implement a Business Continuity Plan, Disaster Recovery Plan and Information Security Plan. Subcontractor will coordinate with FGI in the establishment of such plans and will provide copies to FGI, if requested.

Subcontractor hereby certifies that it will provide a drug-free workplace in accordance with 2 CFR Part 182.

Subcontractor acknowledges and agrees that it shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code to CHFS and FGI and that it has read Section 5.00.03 and Section 19.00 of the MOA and agrees that Subcontractor is not in violation of such Sections and is in compliance with such requirements set out therein. Subcontractor acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for each failure. Specifically, the Subcontractor shall certify as follows:

“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 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 to Report Lobbying” in accordance with its instructions.

### 36. Indemnification and Hold Harmless

Each party shall indemnify and hold harmless CHFS and the other party and their 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 CHFS or the indemnified party that results from or arises out of (a) this Agreement; (b) any and all acts of the indemnifying party; (c) the policies and procedures of the indemnifying party, specifically including all employment practices employed by the indemnifying party during the term of this or any other prior Agreement with CHFS or the indemnified party; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by the indemnifying party or any of the indemnifying party's employees or agents; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CHFS or the indemnified in an unauthorized manner

unless such action was taken by the indemnifying party as a result of the express written request of CHFS or the indemnified party; or (f) the indemnifying party's failure to comply with any applicable state or federal laws or regulations.

37. All notices or correspondence required under this Agreement shall be provided to the following:

**Fletcher Group**

David Johnson, CEO  
406-360-0767  
[djohnson@fletchergroup.org](mailto:djohnson@fletchergroup.org)

**Subcontractor**

38. Amendments

Either Party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all Parties.

39. Applicable Law

This contract shall be governed by the laws of the State of Kentucky

40. Electronic Signatures

This Agreement and any Exhibits may be executed in one or more counterparts, including electronic signatures, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement or any Exhibit transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

41. Entire Agreement

This contract is intended by the parties as a final written expression of their agreement and supersedes and replaces any prior oral or written agreement. Any terms or conditions inconsistent with or in addition to the terms and conditions herein contained shall be void and of no effect unless specifically agreed to in writing and signed by both parties.

42. Authorization

Each person whose signature appears hereon represents and warrants that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the Party on whose behalf this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their authorized officials to execute this Agreement as of the date(s) set forth below:

Subcontractor \_\_\_\_\_ Fletcher Group, Inc.

Signature \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name (Printed): David Johnson

Title: \_\_\_\_\_ Title: CEO

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum – Different Locations:

This Addendum (the “Addendum”) forms an integral part of the contract agreement dated \_\_\_\_\_, between FGI and Subcontractor. All locations listed must apply to the Department of Behavioral Health, Developmental and Intellectual Disabilities separately and be approved to be reimbursed. This Addendum specifically addresses the provision of services/products in different locations as follows:

1. Location(s) Covered:

The parties agree that the services/products provided under the main body of the Agreement shall be executed in the following additional location(s):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

**2. Applicable Terms:**

All terms and conditions outlined in the main body of the Agreement shall remain applicable to the provision of services/products in the aforementioned locations. No changes to the fundamental terms of the Agreement are implied by this Addendum.

**3. Additional Considerations:**

Any additional costs, responsibilities, or adjustments related to providing services/products in the listed locations shall be mutually agreed upon by the Parties and documented in writing as necessary.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract Agreement along with the Addendum as of the date first above written.

Fletcher Group, Inc:

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date:  
\_\_\_\_\_

Subcontractor :

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date:  
\_\_\_\_\_