

AGREEMENT

THIS AGREEMENT, made and entered into on this ^{24th} day of October, 2014, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **SUNFLOWER KIDS, INC.**, whose post office address is 1060 Cross Keys Road, Lexington, Kentucky 40503, (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, GOVERNMENT has been awarded federal funds (CFDA # 16.527) from the U.S. Department of Justice, Office of Justice Programs, Office on Violence Against Women (Grant # 2013-FL-AX-K011) to increase available supervised visitation and safe exchange services for victims of domestic violence, child abuse, sexual assault, teen dating violence, and stalking.

WHEREAS, GOVERNMENT'S approved grant application designates the Fayette County Domestic Violence Prevention Board to serve as the overarching agency primarily responsible for program operation and compliance with grant agreement and grant regulations;

WHEREAS, the approved grant application provides for the SUBRECIPIENT to provide expanded visitation services as described in the grant application;

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Activities

The SUBRECIPIENT agrees to operate two visitation/exchange centers in accordance with the approved grant application and in accordance with the approved guidelines and regulations. The SUBRECIPIENT agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90. The SUBRECIPIENT must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

The SUBRECIPIENT agrees to serve on the Safe Havens Advisory Committee established by the Fayette County Domestic Violence Prevention Board, to participate in all aspects of the program as provided by the approved grant application and grant award, and to abide by all project policies as may be established by the Fayette County Domestic Violence Prevention Board and the Safe Havens Consulting Committee. The SUBRECIPIENT agrees to complete the scope of work in the approved grant application. The approved grant application and grant award are incorporated into this agreement by reference. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

The SUBRECIPIENT agrees not to engage in activities which compromise victim safety, including but not limited to: a) requiring adult victims to participate in mediation or family counseling; b) providing visitation or exchange services which do not account for the safety of adult victims; c) requiring a court order in order to access visitation and/or exchange services; and d) providing custody evaluations or court reports based on subjective information and opinions of center staff and volunteers. The SUBRECIPIENT agrees that primary goal of the project will be the safety of victims and children.

SUBRECIPIENT agrees that the herein federal funds will not be used to support visitation or exchange of children in foster care, kinship care, or protective custody of courts or social service agencies.

SUBRECIPIENT agrees that funds will not be used to provide for offsite or overnight visitation services. Offsite visitation includes, but is not limited to, any visit or exchange between a child and a non-custodial parent that occurs outside the premises of the visitation center or an established satellite center that provides security mechanisms and procedures consistent with Safe Havens guiding principles and approved by the Safe Havens Consulting Committee. Overnight visitation includes, but is not limited to any visit or exchange between a child and a non-custodial parent that occurs after or between the normal operating hours of the visitation center.

B. Reporting

The SUBRECIPIENT shall be responsible for submission of monthly and semi-annual progress reports to the Fayette County Domestic Violence Prevention Board. Reports shall provide information on program activities and program effectiveness measures, as may be required by the Office on Violence Against Women. Information reported shall include but not be limited to: number of persons served, number of persons seeking services who could not be served, number of supervised visitation and exchange centers supported by the program, number of supervised visits between parents and children, and number of supervised exchanges between parents and children. The information must be valid and auditable. Monthly reports shall be submitted to the Executive Director of the Fayette County Domestic Violence Prevention Board fifteen (15) days after the end of each month. The semi-annual progress reports shall be submitted to the Executive Director of the Fayette County Domestic Violence Prevention Board in accordance with the following schedule:

Period	Due
October-December 2013	January 15, 2014
January-June 2014	July 15, 2014
July-December 2014	January 15, 2015
January-June 2015	July 15, 2015
July-December 2015	January 15, 2015
January-June 2016	July 15, 2016
July-September 2016	October 15, 2016

In addition, the SUBRECIPIENT agrees to cooperate with data collection activities sponsored by the Office on Violence Against Women (OVW). The SUBRECIPIENT shall submit all information requested by OVW to the Fayette County Domestic Violence Prevention Board. The information that may be requested shall include but not be limited to the numbers of persons served and the types of services provided, and the number of persons seeking services who could not be served and reason why they could not be served.

The SUBRECIPIENT agrees to submit a final programmatic report providing a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award. Final report shall be submitted to the Fayette County Domestic Violence Prevention Board no later than November 30, 2016.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT under the terms of the Agreement. Substandard performance as determined by the GOVERNMENT shall constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GOVERNMENT, Agreement suspension or termination procedures will be initiated.

D. Evaluation

The SUBRECIPIENT agrees to participate in Evaluation Component of the project as described in the approved grant application. In addition, the SUBRECIPIENT agrees to cooperate with data collection activities requested by the Safe Havens

Consulting Committee and/or the Domestic Violence Prevention Board to evaluate the effectiveness of the project.

II. TIME OF PERFORMANCE

The term of this Agreement shall be October 1, 2013, through September 30, 2016.

III. USE OF FEDERAL FUNDS

Federal funds from the Office of Violence Against Women/U.S. Department of Justice in the amount of \$473,790 is available to support the herein described activities in accordance with the approved budget, which is attached as Exhibit A. .

SUBRECIPIENT agrees to obtain the prior written approval of the GOVERNMENT for all travel expenses. All requests for travel shall be submitted at least three weeks in advance of the conference/workshop/training.

The SUBRECIPIENT understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ovw.usdoj.gov/grantees.html>.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$473,790. The SUBRECIPIENT shall invoice the GOVERNMENT monthly for the reimbursement of actual expenditures incurred. SUBRECIPIENT'S invoice must be for the expenses in the approved budget. SUBRECIPIENT'S invoice must include copies of payroll registers and signed timesheets for personnel costs, and must include copies of all invoices for supplies, services, travel, and equipment for which reimbursement is requested. SUBRECIPIENT must provide documentation of the costs of all fringe benefits for which it is requesting reimbursement.

V. PROGRAM INCOME

SUBRECIPIENT shall report to the GOVERNMENT the amount of program income it generates as a direct result of the herein described grant activities. Program income, with the prior written approval of the GOVERNMENT, may be added to the funds committed herein and shall be used for the purposes and under the conditions of the Agreement. Program income and expenditures shall be reported in conjunction with the monthly invoice. No fees may be charged for the use of programs or services.

VI. NOTICES

All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The SUBRECIPIENT agrees to administer its program in accordance with the guidelines in the OJP Financial Guide, with OMB Circular A-110, codified at 28 CFR Part 70, and with OMB Circular A-122, codified at 28 CFR Part 66. All regulations are made a part of this Agreement by reference.

B. Documentation and Record-Keeping

1. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in the OJP Financial Guide, OMB Circulars, and the Terms and Conditions of the Grant Award. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities and the clients being served;
- c. Financial records as required by the OJP Financial Guide.

2. Retention

In accordance with regulations, the SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, age, race/ethnicity, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to government monitors or their designees for review upon request. SUBRECIPIENT shall ensure that clients provide written consent for this disclosure.

4. Disclosure

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT'S responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. This in no way limits the disclosure of aggregate information regarding client demographics, services provided, and violence against women and children incidence data, in a manner that does not compromise victim confidentiality.

5. Close-outs

The SUBRECIPIENT'S obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

6. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the GOVERNMENT or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments. The SUBRECIPIENT hereby agrees to have an agency audit conducted no less than bi-annually, and, shall comply with the requirements of OMB Circular A-133, as applicable. Copy of Audit shall be submitted to the GOVERNMENT within 30 days of completion.

C. Procurement

The SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of the OJP Financial Guide and OMB Circular A-110.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR chapter 60).

The SUBRECIPIENT agrees that no person shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded

2. Nondiscrimination

The SUBRECIPIENT agrees to comply with Title VII of the Civil Rights Act of 1964 as amended. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT'S specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

2. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent

owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

4. Subcontract Provisions

The SUBRECIPIENT will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors. SUBRECIPIENT shall also obtain written certification from all its contractors, subrecipients, and subcontractors that they are in compliance with Executive Order 12549 on Debarment and Suspension.

IX GENERAL CONDITIONS

- A. The SUBRECIPIENT agrees to comply with the requirements of OJP Financial Guide and also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the operation of hereindescribed grant-supported services. The SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. The SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this agreement by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the agreement commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this agreement;

For the purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.
 2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
 3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
- C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

- D. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
- E. This Agreement, in accordance with 28 CFR 66.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 28 CFR 66.44 upon written notice by the GOVERNMENT.
- F. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

G. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

H. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the SUBRECIPIENT is free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

I. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

J. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

- K. SUBRECIPIENT agrees that contractors engaged under contracts for renovation work financed in whole or in part with assistance provided under this contract,

shall comply with the regulation of the Department of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this contract.

L. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

M. SUBRECIPIENT understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The SUBRECIPIENT may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

N. The SUBRECIPIENT must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

O. SUBRECIPIENT understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

P. The SUBRECIPIENT agrees Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers

Q. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 45 CFR 74.42 with respect to conflicts of interest, and covenants that it will maintain written standards

of conduct governing the performance of its employees engaged in the administration of this Agreement.

R. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) 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; and

d. Lobbying Certification - Paragraph d

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 and not more than \$100,000 for each such failure.

S. Copyright

Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award. In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. 2010-CW-AX-K013 awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."

T. Religious Organization

The SUBRECIPIENT agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

U. Suspension and Debarment

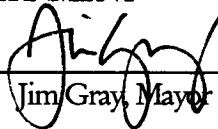
The SUBRECIPIENT certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT



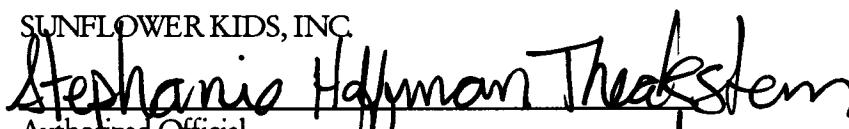
Jim Gray, Mayor

ATTEST



Morthy M. Allen, Deputy
Clerk of Urban County Council

SUNFLOWER KIDS, INC.



Stephanie Hoffman Theakston
Authorized Official

Stephanie Hoffman Theakston
Printed Name

EXHIBIT A

**Budget Detail Worksheet
Sunflower Kids**

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Stephanie Theakston Executive Director	\$44,500/year x 3 years x 80%	\$106,800
Visitation Monitor-to be named	\$32,000/year x 3 years x 80% FTE	\$76,800
Visitation Coordinator Part-Time-to be named	\$16,000/year x 3 years @ 50% FTE	\$48,000
TOTAL PERSONNEL		\$231,600

The Executive Director will oversee the program at Sunflower Kids and will conduct development activities for the satellite site. The Director will manage all financial responsibilities of the agency, supervise staff and volunteers, and maintain communication with parents and community partners that have similar interests and concerns in the field of domestic violence. Director will also be responsible for scheduling and completing intakes for families referred to the center and providing training opportunities for child access providers and parents. 80% of her time will be spent on OVW-eligible activities.

The Visitation Monitor is responsible for conducting supervised visitations, monitoring of exchanges, administrative and educational support as needed. 80% of her time will be spent on OVW-eligible activities. The part-time Visitation Coordinator will be responsible for assisting with planning activities for the rural satellite office and will be responsible for coordinating supervised visits and exchanges and also for conducting supervised visits and exchanges.

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe Benefits are for the personnel listed in the budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Stephanie Theakston Executive Director		
Employer's FICA	7.65% x \$106,800	\$8,170
Health Stipend	\$300/month x 12 months x 3 years x 80%	\$8,640
Workmen's Compensation	3.5% x 106,800	\$3,740
Visitation Monitor		
Employer's FICA	7.65% x \$76,800	\$5,880
Health Stipend	\$200/month x 12 months x 3 years x 80%	\$5,760
Workmen's Compensation	3.5% x 76,800	\$2,690
Visitation Coordinator-P/T		
Employer's FICA	7.65% x \$48,000	\$3,670
Workmen's Compensation	3.5% x \$48,000	\$1,680
TOTAL FRINGE BENEFITS		\$40,230
TOTAL PERSONNEL AND FRINGE BENEFITS		\$271,830

EXHIBIT A

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., four people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known.

Purpose of Travel	Location	Item	Computation	Cost
OVW-TA	Unknown	Airfare	\$600 x 3 persons x 2 trips	\$3,600
		Hotel	\$140/night x 3 nights x 3 persons x 2 trips	\$2,520
		Meals	\$35/day x 4 days x 3 persons x 2 trips	\$840
		Registration	\$350/person x 3 persons x 2 trips	\$2,100
		Transport	\$30/trip x 2 trips	\$60
			Total Training Travel	\$9,120
Local mileage for travel to rural site			1800 miles per year x 3 years @ \$.565/mile	\$3,050
			TOTAL TRAVEL	\$12,170

Applicant has budgeted \$9,120 for OVW mandated travel for the subrecipient and an additional \$4,620 in OVW travel for the LFUCG project coordinator in accordance with the guidelines which require \$10,000. Additional funds are budgeted to provide for full team travel whenever possible. Local mileage is budgeted to provide for travel to rural site. LFUCG travel policies will apply.

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable items such as books, hand-held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Office supplies-paper, pens, printer/copier toner, file folders	\$50/month x 12 months x 3 years at Site #1 \$50/month x 12 months x 3 years at Site #2	\$3,600
Postage	\$22.50/month x 12 months x 3 years (both sites)	\$810
	TOTAL SUPPLIES	\$4,410

Office supplies are needed for the general operation of the program, to maintain client files, to coordinate the activities of the consulting committee and community partners and to maintain contact with clients.

EXHIBIT A

G. Consultants/Contracts - Indicate whether applicant's formal , written Procurement Policy or the Federal Acquisition Regulations are followed. **LFUCG's formal written Procurement Policy will be followed.**

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day, and estimated time on the project. Consultant fees in excess of \$650 per day require additional justification and prior approval from the Office on Violence Against Women.

Name of Consultant	Service Provided	Computation	Cost
Visitation Monitors (various)	Supervision of parent visits and exchanges	\$15/hour x 900 hours/year x 3 years/Site #1	\$40,500
		\$15/hour x 600 hours/year x 3 years/Site #2	\$27,000
Security (various)	Supervision of parent visits and exchanges	\$25/hour x 300 hrs. x 3 years/Site #1 \$25/hour x 250 hrs x 3 years/Site#2	\$41,250
Translators (various)	Offer translations of services to clients who have Limited English Proficiency	\$20/hour x 100 hrs. x 3 years/Site#1	\$10,800
		\$20/hour x 80 hrs. x 3 years/Site #2	
Workmen's Compensation	Workmen's Compensation	\$67,500 x 3.5%/monitors	\$2,360
		\$41,250 x 3.75%/security	\$1,550
Accountant	Maintain records of financial transactions	\$250/month x 12 months x 3 years x 80%	\$7,200
TOTAL CONTRACTUAL			\$130,660

Contract employees will be retained to monitor visits/exchanges that the full-time and part-time employees cannot provide to ensure that families have full access to services. Security will be provided by off-duty sworn officers of the local law enforcement agencies. Trained security is used to ensure the safety of DV victims and their children during "high risk" visits. Contractual translators will be used when necessary to communicate with clients who have Limited English Proficiency. The agency is required to provide workmen's compensation for part-time security/monitors. The accountant is responsible for payment of agency's invoices and for submission of reports to federal, state, and local agencies.

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Utilities-2400 square feet Site #1	\$300/month x 12 months x 3 years x 80%	\$8,640
Phone and Internet Site #1	\$200/month x 12 months x 3 years x 80%	\$5,760
Phone and Internet Site #2	\$200/month x 12 months x 3 years x 80%	\$5,760
Cell phone Site #1	\$20/month x 12 months x 3 years	\$720
Cell phone Site #2	\$20/month x 12 months x 3 years	\$720
Security/Sonitrol Site #1	\$320/month x 12 months x 3 years	\$11,520
Security/ADT Site #2	\$50/month x 12 months x 3 years	\$1,800
Rent Site #2--site not yet located	\$1000/year x 3 years	\$3,000
Grounds maintenance pro rata Site #1	\$2000/year x 3 years x 80%	\$4,800
Insurance Directors and Operating--Site #1	\$3000/year x 3 years	\$9,000
Insurance Directors and Operating--Site #2	\$1000/year x 3 years	\$3,000
TOTAL OTHER COSTS		\$54,720

Sunflower Kids maintains a visitation center that has been provided by a developer, rent-free; however, utilities and a pro rata share of expenses including sanitation services, parking lot maintenance, exterior electricity, extermination, fire safety, real estate taxes/insurance, and grounds maintenance are the responsibility of Sunflower Kids. The organization will maintain a phone line and internet services at both sites. Cell phones are used at both sites for 24-hour accessibility for client appointments and cancellations. Sunflower Kids maintains a security system that includes door locks, video monitoring, mobile panic buttons, and an audio surveillance that allows the security company to call the police if there is a threat without having to first call the agency to confirm the threat. The audio feature also monitors the entire building beyond that of where video is provided and can help to continuously inform police of activity inside the visitation center as the police respond to the scene. Agency insurance is provided in compliance with the LFUCG's risk management provisions.

TOTAL SUNFLOWER KIDS CONTRACTUAL **\$473,790**