

Background Information:

These terms and conditions are for Contracts funded under ARPA federal awards received by the Commonwealth of Kentucky from the United States Department of the Treasury (USDOT). ARPA Awards are intended to provide funds to offset reduced availability of Victims of Crime Act (VOCA) funding in Kentucky. The Commonwealth of Kentucky, Justice and Public Safety Cabinet awarding official for this contract is the Justice and Public Safety Cabinet Secretary, who can be contacted at 125 Holmes St, Frankfort KY 40601.

The Commonwealth shall:

- 1. Provide Intelligrants site administration and user accounts with appropriate access for the Contractor.*
- 2. Have sole discretion to determine whether the Contractor's expenditures referenced in this Contract are reasonable and in keeping with the scope of work set out in the Contract.*
- 3. Develop and implement a risk-based monitoring plan to evaluate the Contractor in accordance with the requirements of 28 C.F.R. § 94 and 2 C.F.R. § 200.332.*
- 4. Evaluate each Contractor's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of this Contract for purposes of determining the appropriate subrecipient monitoring schedule as described in 2 C.F.R. § 200.332 (d) and (e).*
- 5. Conduct regular desk monitoring and on-site monitoring of all contracts in accordance with the risk-based monitoring schedule or in response to an emergent issue.*
- 6. Monitor the activities of the Contractor as necessary to ensure that the funds related to this Contract are used for authorized purposes, in compliance with statutes, regulations, and the terms and conditions of this Contract, and that contract performance goals are achieved.*
- 7. Maintain a copy of site visit results and other documents related to contractor compliance.*
- 8. Provide, upon request, technical assistance with contract administration, reporting requirements, and navigation of IGX.*
- 9. Complete all federally required reporting as the recipient of ARPA funds.*
- 10. Reimburse the Contractor in accordance with the pricing section within this Contract.*

The Contractor shall:

- 1. Carry out the approved project, using funds only for the purposes outlined in this Contract.*
- 2. Provide one or more crime victim services and/or support activities, to include but not limited to the following, as defined by 28 C.F.R. § 94.119 and 94.120.*
 - a. Immediate emotional, psychological, and physical health and safety;*
 - b. Personal advocacy and emotional support;*
 - c. Mental health counseling and care;*
 - d. Peer support;*
 - e. Facilitation of participation in criminal justice and other public proceedings arising from the crime;*
 - f. Legal assistance;*
 - g. Forensic medical evidence collection examinations;*
 - h. Forensic interviews;*
 - i. Transportation;*
 - j. Public awareness;*
 - k. Transitional housing;*
 - l. Relocation;*
 - m. Coordination of activities;*
 - n. Supervision of direct service providers;*
 - o. Multi-system, interagency, multi-disciplinary response to crime victim needs;*
 - p. Contracts for professional services;*
 - q. Automated systems and technology;*
 - r. Volunteer trainings; or*
 - s. Restorative justice.*
- 3. Provide all required financial and programmatic documentation, as detailed in ARPA Subaward Terms and Conditions 18 below, to allow the Commonwealth to complete all required federal reporting.*

Payments:

- 1. Payments shall be made through a reimbursement process only, on a monthly basis unless otherwise specified by the Commonwealth.*
 - a. The Commonwealth shall provide payment within thirty (30) days of receipt of a valid invoice.*
 - b. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.*
- c. Reimbursement of allowable travel expenses shall comply with the Kentucky Model Procurement Code, including relevant regulations and Finance and Administration Cabinet Policies.*
- d. The Contractor shall not be reimbursed unless the expense is specifically authorized by terms and conditions of this Contract or authorized in advance and in writing by the Commonwealth.*
- e. Payments shall be made upon receipt of required reports and a determination by the Commonwealth that the Contractor's services are reasonable and in keeping with the purposes set out in this Contract*

ARPA Subaward Terms and Conditions

- 1. The Contractor at any tier agrees to comply with applicable portions of the American Rescue Plan Act (ARPA) of 2021, 42 USC Chapter 802 and the ARPA Coronavirus State and Local Fiscal Recovery Funds Final Rule. The terms and conditions of this Contract are material requirements of this Contract. Compliance with any certified assurance submitted by the Contractor that relates to conduct during the period of performance also shall be a*

material requirement of this Contract. By signing and accepting this Contract on behalf of the Contractor, the authorized Contractor official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized Contractor official, all assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance. Failure to comply with any one or more of these contract requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the project period – may result in the Grants Management Division (“GMD”) and/or United States Department of the Treasury (DOT) taking appropriate action with respect to the Contractor and the Contract. Among other things, the GMD or DOT may withhold award funds, disallow costs, or suspend or terminate the Contract. DOT may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government or the GMD related to this Contract (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this Contract be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give the maximum effect permitted by law. Should it be held, instead, that the provision is invalid or unenforceable, such provision shall be deemed severable from this Contract.

2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) apply to this Contract. Record retention and access: The duration of time which the Contractor at any tier shall retain records pertinent to the Contract shall be 5 years from the date the Contract is officially closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 5 year period, whichever is later. During such time, the Contractor shall provide access, including performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333. In the event a contract-related question arises from documents or other materials prepared or distributed by GMD that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Contractor shall contact GMD promptly for clarification.
3. A Contractor at any tier that is eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the “de minimis” indirect cost rate, should do so in writing, by explicitly stating this election on the Operating Expenses page and the Budget Narrative page of the ARPA Application in Intelligrants 10.0 (IGX). When electing to use the “de minimis” indirect cost rate, the Contractor agrees it is eligible for this rate. In addition, the Contractor agrees to comply with all associated requirements in Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
4. If the Contractor at any tier currently has other active awards, subawards, or contracts of federal funds, or if the Contractor receives any other award, subaward, or contract of federal funds during the period of performance for this contract, the Contractor promptly shall determine whether funds from any of those other federal awards, subawards, or contracts have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Contract. If so, the Contractor shall promptly notify GMD in writing of the potential duplication, and, if so requested by GMD, shall seek a grant adjustment or change in project objectives to eliminate any inappropriate duplication of funding.
5. The Contractor at any tier agrees to comply with applicable requirements regarding identification or registration within the federal System for Award Management (SAM). Copy and paste the following URL to get to the SAM site: <http://sam.gov/SAM/>. The Contractor at any tier shall provide a SAM Unique Entity Identifier (UEI) to GMD. Contracts shall not be approved or funds reimbursed to programs that have not provided a SAM UEI to GMD.
6. The Contractor shall be required to collect and maintain data that measures the performance and effectiveness of work under the Contract. The data shall be provided to GMD in a manner (including within the timeframes) specified by GMD. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
7. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Contractors that are faith-based or religious organizations. The text of the regulation, now entitled “Partnerships with Faith-Based and Other Neighborhood Organizations,” is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under E-CFR.
8. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relates to an equal employment opportunity program.
9. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”
10. The Contractor at any tier shall comply with, and shall be subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Contractor shall also inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this Contract, the Contractor shall contact GMD for guidance.
11. In general, as a matter of federal law, this Contract may not be used, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. Another federal law generally prohibits this federal contract from being used by the Contractor at any tier to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, contract “subgrant”, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any questions arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of these prohibitions, the Contractor shall contact GMD for guidance. The Contractor may not proceed without the express prior written approval of GMD.
12. The Contractor at any tier shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act associated with the federal award from which this subaward is made, which are incorporated by reference here. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient shall contact GMD for guidance, and may not proceed without the express prior written approval of GMD.
13. The Contractor at any tier shall refer to GMD, and the DOT Office of the Inspector General (OIG), within five (5) days of identifying any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this contract - 1) submitted a claim that violates 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.

14. The Contractor shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees and contractors when operating agency-owned, leased, or personally owned vehicles, pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Contractor at any tier is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by the Contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
15. The Contractor at any tier assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against the Contractor, the Contractor shall forward a copy of the findings to GMD within five (5) days of notification.
16. The Contractor at any tier authorizes the GMD, US Department of the Treasury, and the Kentucky Auditor of Public Accounts (APA), and its representatives, access to and the right to examine all records, books, paper, or electronic documents related to this Contract.
17. The Contractor at any tier who expends \$750,000 or more in Federal funds (from all federal sources) in the Contractor's fiscal year (12-month turnaround reporting period) shall arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F, Section 200.501. Each single audit should be submitted, electronically, to GMD as soon as it becomes available, as well as included in the organization's ARPA application.
18. The Contractor at any tier understands that all contracts funded from DOT awards are subject to generally applicable federal environmental laws and regulations. The Contractor at any tier also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Contract.
19. The Contractor assures that it shall maintain confidentiality of client-counselor information as required by State law
- a. Confidentiality. Contractors at any tier, to the extent permitted by law, shall reasonably protect the confidentiality and privacy of persons receiving services under this Contract and shall not disclose, reveal, or release, except pursuant to paragraphs (2) and (3) of this condition—
 - i. Any personally identifying information or individual information collected in connection with ARPA-funded services requested, utilized, or denied, regardless of whether such information has been encoded, encrypted, hashed, or otherwise protected; or
 - ii. Individual client information, without the informed, written, reasonably time-limited consent of the person about whom information is sought, except that consent for release may not be given by the abuser of a minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without a parent's (or the guardian's) consent, the minor or person with a guardian may consent to release of information without additional consent from the parent or guardian.
 - b. Release. If release of information described in paragraph (1)(b) of this condition is compelled by statutory or court mandate, the recipient of ARPA contract funds shall make reasonable attempts to provide notice to victims affected by the disclosure of the information and take reasonable steps necessary to protect the privacy and safety of the persons affected by the release of the information.
 - c. Information sharing. Contractors shall share—(a) Non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying demographic information in order to comply with reporting, evaluation, or data collection requirements; (b) Court-generated information and law-enforcement-generated information contained in secure governmental registries for protection order enforcement purposes; and (c) Lawenforcement- and prosecution-generated information necessary for lawenforcement and prosecution purposes.
 - d. Personally identifying information. In no circumstances may—(a) A crime victim be required to provide a consent to release personally identifying information as a condition of eligibility for ARPA-funded services; (b) Any personally identifying information be shared in order to comply with reporting, evaluation, or data-collection requirements of any program;
 - e. Mandatory reporting. Nothing in this section prohibits compliance with legally mandated reporting of abuse or neglect.

Grants Management Division Standard Terms and Conditions

1. The Contractor shall provide services, at no charge, through the ARPA-funded project. Any deviation from this provision requires prior approval from GMD.
2. The Contractor shall assist victims in seeking available crime victims' compensation benefits.
3. The Contractor shall not discriminate against victims because the victim disagrees with the way their criminal case is being prosecuted.
4. The Contractor assures that, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, as a recipient of federal financial assistance, Contractor shall take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English Proficiency (LEP).
5. Contractor shall comply with all applicable federal, state, and local laws. Contractor shall also comply with all applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Office of Management and Administrative Services, Grants Management Division policies and procedures unless a specific, written exemption has been granted by the Grants Management Division to the Contractor.
6. Pursuant to 34 USC § 60105, the Death in Custody Act (DCRA), any Contractor state and local lawenforcement or correctional agency shall identify all reportable in-custody deaths that occurred in their jurisdictions by notifying the Kentucky Justice & Public Safety Cabinet's Criminal Justice Statistical Analysis Center at just.dicrereporting@ky.gov.
7. The Contractor shall receive and engage in any training and technical assistance activities required in writing by GMD.
8. The Contractor understands and agrees that GMD and/or the DOT may withhold award funds, or may impose other related requirements, if (as determined by GMD or the DOT) the Contractor does not satisfactorily and within sixty (60) days address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOT awards or contracts made by GMD.
9. The Contractor and all its subcontractors agree to ensure each award shall be accounted for separately to prevent comingling of funds, which is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. The Contractor shall maintain an adequate accounting system that allows the agency to maintain documentation to support all receipts and expenditures of awarded funds. Furthermore, all financial statements and accounting transactions shall be prepared in accordance with Generally Accepted Accounting Principles.
10. Contractors that are state agencies are required to utilize their GMD approved eMARS funding codes to ensure proper drawdown and reimbursement of funds. State agencies are encouraged to verify their eMARS funding codes with GMD staff prior to submission of their first Financial Report.
11. The Contractor at any tier agrees that the maximum compensation rate for a consultant under this Contract shall be \$81.25/hr or \$650/day.
12. The Contractor may be required to obtain a surety bond if the approved federal share is greater than \$100,000 or if determined to be a high-risk agency. In general, a Contractor may be designated as high-risk if any of the following apply to the Contractor:
 - a. Has a history of unsatisfactory performance;
 - b. Is not financially stable;
 - c. Has a management system that does not meet the standards set forth in 2 C.F.R. Part 200 (Subpart D-Post Federal Award Requirements (Standards for Financial and Program Management));

- d. Has not conformed to the terms and conditions of previous awards; or
- e. Is otherwise not responsible.

13. The Contractor shall comply with the procurement procedures and regulations set forth by the Commonwealth of Kentucky, Finance and Administration Cabinet, <https://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx>. Note: the Contractor shall follow the most restrictive policy, whether it is the U.S. Department of Justice (if applicable), Commonwealth of Kentucky, or the Contractor's.

14. The Contractor agrees to commence project activities within sixty (60) days of the approved project start date for the Contract, unless otherwise specified in the grant application. If the project is not operational within that time period, written notification shall be submitted to GMD including detailed steps taken to initiate the project, reason(s) for delay, and expected starting time. GMD may cancel the project and/or redistribute funds if the project is not implemented within a reasonable timeframe and/or justification is not provided. Any new positions requested in the grant shall be filled within sixty (60) days of the approved project start date for the Contract, unless otherwise discussed with GMD; failure to do so may result in a decrease in award.

15. The Contractor shall not make changes to the overall scope of the project without express written prior approval from GMD. However, minor changes to the project and budget adjustments may be requested using the GAM process. Approval of a GAM shall be obtained prior to any obligation of grant funds not approved in the most current version of the budget. GAMs shall be submitted no later than 60 days before the end of the period of performance unless otherwise approved by GMD staff, and retroactive revisions shall not be approved. GMD shall be notified in writing of all employee changes pertaining to this grant within thirty (30) days of occurrence. A GAM shall be required for changes in the Agency Executive Director, Financial Officer, or Project Director. Contractor should note that its Financial Officer shall not be the same person that functions as the Agency Executive Director or Project Director.

16. The Contractor agrees that time and activity records reflecting all funding sources shall be maintained for all personnel (including volunteers if applicable) assigned to this award. Timesheet records shall be signed by the individual and his/her immediate supervisor, and records retention requirements shall be followed. Timesheets shall include activity, dates of activity, assigned codes, number of hours worked, name, and signature. Electronic signature shall be allowable.

17. Unless otherwise approved, the Contractor agrees that equipment purchases funded with this award shall be completed within the first four (4) months of the project. This allows acquisition time and provides eight (8) months in which to use the equipment.

18. The Contractor agrees that any materials resulting from grant-funded project activities, including any websites funded in whole or in part by this Contract, shall contain an acknowledgement of support through the use of the following or comparable footnote: "This project [is being] [was] supported, in whole or in part, by subaward number [enter subaward number] awarded to [name of subrecipient] by the U.S. Department of the Treasury. 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 Commonwealth of Kentucky, Justice and Public Safety Cabinet or the U.S. Department of the Treasury."

19. The Contractor agrees to submit financial and program reports at least quarterly, as required.

a. The Contractor shall collect and maintain data that measures the performance and effectiveness of work under this award. The data shall be provided to GMD in the manner (including timeframes) specified by GMD in the program solicitation or other applicable written guidance.

b. The agency's Financial Director or designee shall approve financial reports. Failure to submit financial reports according to the time set forth may result in delays or withholding of funds. Financial reports can be submitted on a monthly or quarterly basis as determined by the Contractor with approval by GMD; however, once a method is selected, it shall not be changed during the grant period.

c. Contractors shall submit to GMD financial reports which include itemized expenses requested for reimbursement. Invoices and other documentation of award and any required match expenditures shall be submitted with each quarterly or monthly financial report, as required. Copies of contracts associated with any expenditures within the contractual services category of the approved budget shall be submitted to GMD within ten days of execution.

d. If it is determined the Contractor is non-compliant with 2 CFR § 200, 31 CFR § 35, or the GMD Policies and Procedures Manual at any time throughout the duration of the award, a more stringent review of the Contractor may be undertaken to determine the extent of non-compliance. If at the conclusion of the review, GMD staff continue to have concerns, additional corrective action steps may be taken which may include but are not limited to, technical assistance, a corrective action plan, or a formal audit.

e. The Contractor assures that it shall collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim. Contractors shall submit performance reports to GMD within the identified timeframe below.

The schedule for filing quarterly reports shall be as follows:

- i. Quarter 1 runs from November 1st – January 31st with reporting due February 15th;
- ii. Quarter 2 runs from February 1st – April 30th with reporting due May 15th;
- iii. Quarter 3 runs from May 1st – July 31st with reporting due August 15th; and
- iv. Quarter 4 runs from August 1st – October 31st with reporting due November 15th.

20. The Contractor shall fulfill the following requirements to ensure competitiveness and to avoid conflicts of interest in the hiring process for grant-funded positions:

a. Publicly advertised job posting, ideally in an online posting that is separate from or in addition to Contractor's organization website or social media accounts. If Contractor chooses to advertise in a newspaper, it shall be a major publication;

b. Job description and requirements shall be clearly conveyed in the posting. Where applicable, requirements shall follow those outlined in the Kentucky Revised Statutes;

c. Competitive interviews shall be conducted with at least three candidates interviewed (two of which are external candidates);

d. The intended hire's resume should indicate that they meet the minimum requirements of the position;

e. Conflict of Interest Disclosure Form or other such comparable documentation addressing potential or actual conflicts of interest, if applicable, shall be completed;

f. Verification of active licensure for positions requiring professional licensure;

g. Adherence to Contractor's written hiring policies;

h. A completed GMD Hiring Request Form and required attachments shall be submitted to GMD staff, who will review for compliance, prior to a grant-funded position being filled. Documentation supporting all above listed requirements shall be included with the submission of the GMD Hiring Request Form. Failure to obtain prior approval for the use of grant funds to support a grant-funded position may result in all costs associated with the position being disallowed. Contractors may request in writing from GMD a hardship waiver of any of the above Hiring Requirements.

21. The hiring of grant-funded personnel shall be free of undisclosed personal and organizational conflicts of interest, both in fact and appearance. The Contractor at any tier shall immediately disclose to GMD, in writing, any potential conflict of interest as defined in the DOJ Grants Financial Guide. Failure to do so may result in withholding of reimbursement, termination of the award, or other appropriate action.

22. The Contractor shall comply with any additional requirements that may be imposed by GMD during the period of performance for this award, if the Contractor is designated as "high-risk" either as a result of the GMD risk assessment process, or for purposes of the DOT high-risk grantee list.

1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. The Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this Contract, to the Commonwealth in writing within one business day of the discovery of the violation.
4. To the extent permitted by law, the Contractor agrees to indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) services rendered by the Contractor in connection with performance of this Contract; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor, its officers, or employees in the performance of this Contract; (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the Contract in a manner not authorized by the Contract, or by federal or Commonwealth regulations or statutes; (5) the Contractor's employment practices during the term of this Contract; and (6) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
5. Both parties, including any subcontractors or agents of each, agree to comply with all applicable state and federal confidentiality laws, including the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of education and health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this Contract.
6. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.
- 6.1. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
 - 6.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - 6.1.2. A Social Security number;
 - 6.1.3. A taxpayer identification number that incorporates a Social Security number;
 - 6.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
 - 6.1.5. A passport number or other identification number issued by the United States government; or
 - 6.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.
- 6.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has an agreement or contract with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or Contract."
- 6.3. The Contractor agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
- 6.4. The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology, of a determination of, or knowledge of, a breach, unless the exception set forth in KRS 61.932(2) applies and the Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.
- 6.5. The Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
- 6.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor agrees to pay the costs of the notification, investigation, and mitigation of the security breach.
- 6.7. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.
7. The Contractor agrees that it will not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this Contract, and that its receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this Contract.
8. The Contractor shall ensure that any and all access to Commonwealth data by Contractor personnel is limited to only those Contractor personnel with a necessary and essential purpose to fulfill the terms and conditions within this Contract.
 11. The Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this Contract. The Contractor shall not sell or resell any and all Commonwealth data.
 12. The Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
 13. Upon the expiration of the term of this Contract, unless it is renewed prior to its expiration, the Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Contract; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Contract; or (3) retain the data subject to the terms of this Contract regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option Contractor shall perform. In the event that the Commonwealth has not communicated to the Contractor which option should be followed, the Contractor shall perform the actions listed in option (1).
14. The parties agree that they receive all information communicated between them before the execution of this Contract in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
15. The Contractor shall not represent that a working copy, draft, or the finalized version of this Contract is identical to a previous iteration of this Contract if the Contractor has made edits since the last iteration. The Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
16. During the term of this Contract, Contractor shall be authorized in its sole discretion to discipline, terminate, or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
17. In no event shall any person or entity be deemed to be a third-party beneficiary of this Contract.

18. The Contractor acknowledges that the Commonwealth may execute Contracts with other vendors for additional or related goods and services that address, interact with, or otherwise regard this Contract. The Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. The Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
19. Each party shall provide a contact to resolve any and all issues related to this Contract and promptly update the contact information as necessary.
20. All notices under this Contract shall be given in writing. Electronic mail constitutes a writing.
21. No change, waiver, or discharge of any liability or obligation under this Contract on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
22. No party shall assign its respective rights or obligations under this Contract without prior written consent of the other party. Any purported assignment or delegation in violation of this Contract is void.
23. The Contractor agrees that any and all violations of this Contract may result in the immediate termination of this Contract. Unless federal law applies, this Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
24. The parties agree that any claim, action, or lawsuit arising under this Contract must be brought in Franklin County in the Commonwealth of Kentucky.
25. This Contract is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Contract.
26. Nothing in this Contract shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.

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SPECIAL AWARD CONDITIONS

Special Conditions: Not Applicable Unless Otherwise Noted Below:

KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET Grant Management Division		STATEMENT OF ACTION GRANT AWARD
Grant No.:		
ARPA-2021-Lexingto-00008		
Subrecipient:		
Lexington-Fayette Urban County Government		
		Federal Funds Awarded:
		\$21,025
		Matching Contribution Provided by Subrecipient:
		\$0
Project Title:		
Lexington Police Bilingual Victim Advocate Project		
Grant Period:		Total:
11/1/2022	10/31/2023	\$21,025

Signature Page

Award Binder Signature Page

In Accordance with the provisions of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 U.S.C. 10601, et. seq., and on the basis of the approved application and budget, the Kentucky Justice Cabinet does hereby offer this action grant contract and award in the amount and for the time specified above.

This grant contract is subject to the liabilities and obligations specified in the action grant application as well as the general and special conditions attached to it. It is also subject to further guidelines, regulations, and policies as may be reasonably prescribed by the Office of Justice Programs and the Kentucky Justice and Public Safety Cabinet, consistent with the purposes and authorizations of Public Law 98-473.

* Recipient/Subrecipient Acceptance of Award Conditions: I have read and agree to comply with the foregoing conditions of award as set forth herein.

* By checking this box and typing my name below, I/we acknowledge acceptance of these award conditions and certify compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements of the subaward.

Authorizing Official

Date

* Mayor, County Judge, Chief Executive of State Agency, or Designee from Contact Information Page

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