



Commonwealth of Kentucky

CONTRACT

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Memorandum of Agreement

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Issuer Contact:

Name: Felicia Biggerstaff
Phone: 502-564-8239
E-mail: Felicia.Biggerstaff@ky.gov

Vendor Name: **Vendor No.** KY0033801

LEXINGTON FAYETTE URBAN CO GOVERNMENT	Vendor Contact
200 EAST MAIN STREET	Name: Chad Hancock
LEXINGTON KY 40507	Phone: 8592583313
	E-mail: chancock@lexingtonky.gov

Shipping Information:

Justice Administration
125 Holmes St
State Office Building Annex, 1st Floor
Frankfort KY 40601

Billing Information:

Justice Administration
125 Holmes St
State Office Building Annex, 2nd Floor
Frankfort KY 40601

Effective From: 01/01/2026

Effective To: 12/31/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		VAWA - LFUCG	\$0.000000	\$60,000.00	\$60,000.00

Extended Description:

Provide federal grant funding to a program that supports one or more of the 24 Federal Program Purpose Areas as defined by 34 U.S.C. 10441(b).

TOTAL CONTRACT AMOUNT	\$60,000.00
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Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement ("Contract") is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Office of the Secretary, Grants Management Division ("the Commonwealth") and LEXINGTON FAYETTE URBAN CO GOVERNMENT ("the Contractor") to establish an agreement for the provision of grant funds to enhance the capacity of local communities to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women and to develop and strengthen victim services in cases involving violent crimes against women. This Contract is effective from January 1, 2026, through December 31, 2026.

Definitions:

For the purposes of this Contract, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders.

1. "Contract" shall mean this subaward provided by the Commonwealth to a subrecipient for the subrecipient to carry out part of a Federal award received by the Commonwealth, which is acting as a pass-through entity. Per the United States Department of Justice (DOJ) Grants Financial Guide, a subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
2. "Contractor" shall mean the designated agency that has received this Contract subject to oversight by the Commonwealth of Kentucky, Justice and Public Safety Cabinet.
 - a. Contractor shall include but not be limited to any employee, subcontractor, vendor, designee, recipient of any subaward from the Contractor or any other individual or entity acting on behalf of the Contractor providing services pursuant to this Contract.
3. "Grants Director" shall mean the Director of the Grants Management Division, Justice and Public Safety Cabinet, or a written designee.
4. "Grants Management Division" and "GMD" shall mean the Grants Management Division, Justice and Public Safety Cabinet.
5. "Intelligrants", "IG" and "IGX" shall mean the Grants Management Division enterprise information technology system of record for grants management.
6. "State Administering Agency" shall mean the Commonwealth of Kentucky, Justice and Public Safety Cabinet, the recipient of federal funding from DOJ.
7. "Technical Assistance" shall mean the sharing of information and expertise, instruction, skills training, and transmission of working knowledge, including, but not limited to:
 - a. Program technical assistance related to the methods of carrying out the program.
 - b. Financial technical assistance related to the methods used to manage the federal funds received by the sub-recipient.
8. "VAWA" shall mean the Violence Against Women Act and its corresponding implementing regulations.

Background Information:

These terms and conditions are for Contracts funded under Violence Against Women Act (VAWA) STOP Formula Grants Program federal awards received by the Kentucky Justice and Public Safety Cabinet (JPSC) from the United States Department of Justice (USDOJ) Office on Violence Against Women (OVW). The general purpose of the STOP Formula Grants Program is to assist states, state and local courts (including juvenile courts), Indian Tribal governments, tribal courts, and units of local government to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women for the protection and safety of victims, and to develop and strengthen victim services in cases involving crimes against women. State agencies, local units of government and private not-for-profit organizations may apply for these funds. Funds are typically awarded through a competitive process. The Kentucky JPSC awarding official for this Contract is the JPSC Secretary, who can be contacted at 125 Holmes St, Frankfort KY 40601.

Scope of Work:

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The primary objective of the project is to develop and strengthen effective law enforcement, prosecution, judicial strategies, and victim services throughout Kentucky in cases of domestic violence, sexual assault, stalking and/or dating violence involving victims 11 years of age and older.

The Commonwealth shall:

1. Provide Intelligrants 10.0 (IGX) 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 purposes set out in the Contract.
3. Have sole discretion to determine the manner in which the Contractor makes the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that the Contractor used the funds for an unallowable cost, unreasonably, or not in compliance with the scope of work and requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.
4. Develop and implement a risk-based monitoring plan to evaluate Contractor in accordance with the requirements of 28 C.F.R. § 94 and 2 C.F.R. § 200.332.
5. Evaluate Contractor's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Contract for purposes of determining the appropriate subrecipient monitoring schedule as described in 2 C.F.R. § 200.332 (d) and (e).
6. Conduct regular desk monitoring and on-site monitoring of Contractor in accordance with the risk-based monitoring schedule or in response to an emergent issue.
7. Monitor the activities of the Contractor as necessary to ensure that the funds related to the Contract are used for authorized purposes, in compliance with statutes, regulations, and the terms and conditions of the Contract, and that Contract performance goals are achieved.
8. Maintain a copy of site visit results and other documents related to Contractor compliance.
9. Provide, upon request, technical assistance with Contract administration, reporting requirements, and navigation of IGX.
10. Complete all federal reporting required as the recipient of VAWA funds. This reporting includes, but is not limited to:
 - a. Completing reporting required by the Federal Funding Accountability and Transparency Act (FFATA);
 - b. Distributing the annual OVW required programmatic reporting form to all Contractors, collecting completed forms and verifying proper completion, and timely submitting the forms to OVW or its designee;
 - c. Annual VAWA programmatic reporting; and
 - d. Federal financial reporting.
11. Reimburse the Contractor in accordance with the pricing section within this Contract.

The Contractor shall:

1. Carry out the project detailed in the Contractor's approved application in IGX, VAWA-2025-Lexington-00003, using funds only for the purposes outlined therein and in this Contract and in accordance with all Contract Terms and Conditions, including all requirements and materials incorporated by reference therein.
2. Provide a program that supports one or more of the 24 Federal Program Purpose Areas as defined by 34 U.S.C. § 10441(b).
 1. Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, (including the crimes of domestic violence, dating violence, sexual assault, and stalking, including the appropriate use of nonimmigrant status under subparagraphs (T) and (U) of section 1101(a)(15) of the Immigration and Nationality Act (8 U.S.C. § 1101(a)(15)).
 2. Developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking.

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3. Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking, as well as the appropriate treatment of victims including implementation of the grant conditions in section 40002(b) of the Violence Against Women Act of 1994 (34 U.S.C. 12291(b)).
4. Developing, installing, or expanding data collection and communication systems, including computerized systems, linking police, prosecutors, and courts or for the purpose of identifying, classifying, and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking.
5. Developing, enlarging, or strengthening victim services and legal assistance programs, including domestic violence, dating violence, sexual assault, and stalking programs, developing or improving delivery of victim services to underserved populations, providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of domestic violence, dating violence, sexual assault, and stalking.
6. Developing, enlarging, or strengthening programs addressing the needs and circumstances of Indian tribes in dealing with violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking.
7. Supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by state funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking.
8. Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.
9. Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of individuals 50 years of age and over, individuals with disabilities, and Deaf individuals who are victims of domestic violence, dating violence, sexual assault, or stalking, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, legal assistance and other victim services to such individuals.
10. Providing assistance to victims of domestic violence and sexual assault in immigration matters.
11. Maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families, including rehabilitative work with offenders.
12. Supporting the placement of special victim assistants (to be known as "Jessica Gonzales Victim Assistants") in local law enforcement agencies to serve as liaisons between victims of domestic violence, dating violence, sexual assault, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders. Jessica Gonzales Victim Assistants shall have expertise in domestic violence, dating violence, sexual assault, or stalking and may undertake the following activities:
 - A. developing, in collaboration with prosecutors, courts, and victim service providers, standardized response policies for local law enforcement agencies, including the use of evidence-based indicators to assess the risk of domestic and dating violence homicide and prioritize dangerous or potentially lethal cases;
 - B. notifying persons seeking enforcement of protection orders as to what responses will be provided by the relevant law enforcement agency;
 - C. referring persons seeking enforcement of protection orders to supplementary services (such as emergency shelter programs, hotlines, or legal assistance services); and
 - D. taking other appropriate action to assist or secure the safety of the person seeking enforcement of a protection order.
13. Providing funding to law enforcement agencies, victim services providers, and state, tribal, territorial, and local governments (which funding stream shall be known as the Crystal Judson Domestic Violence Protocol Program) to promote:
 - A. the development and implementation of training for local victim domestic violence service providers, and to fund victim services personnel, to be known as "Crystal Judson Victim

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Advocates," to provide supportive services and advocacy for victims of domestic violence committed by law enforcement personnel;

- B. the implementation of protocols within law enforcement agencies to ensure consistent and effective responses to the commission of domestic violence by personnel within such agencies such as the model policy promulgated by the International Association of Chiefs of Police ("Domestic Violence by Police Officers: A Policy of the IACP, Police Response to Violence Against Women Project" July 2003));¹ and
- C. the development of such protocols in collaboration with state, tribal, territorial and local victim services providers and domestic violence coalitions.

Note for Purpose Area 13: Any law enforcement, state, Tribal, territorial, or local government agency receiving funding under this purpose area, the Crystal Judson Domestic Violence Protocol Program, and any subgrantee of such an agency, shall:

- 1. Receive specialized training, on an annual basis, from domestic violence and sexual assault nonprofit organizations on the topic of incidents of domestic violence committed by law enforcement personnel, and
- 2. Provide a report to the Department of the protocol(s) adopted in connection with the Crystal Judson Domestic Violence Protocol Program, including a summary of progress in implementing such protocol(s), once every two years.

States and territories must notify and provide OVW with a list of subgrantee recipients awarded STOP funds under the Crystal Judson Domestic Violence Protocol Program and ensure that all subgrantees satisfy the requirements of this purpose area

- 14. Developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking.
- 15. Developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault.
- 16. Developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution of sexual assault cases and the appropriate treatment of victims.
- 17. Developing, enlarging, or strengthening programs addressing sexual assault against men, women, and youth in correctional and detention settings.
- 18. Identifying and conducting inventories of backlogs of sexual assault evidence collection kits and developing protocols and policies for responding to and addressing such backlogs, including protocols and policies for notifying and involving victims.
- 19. Developing, enlarging, or strengthening programs and projects to provide services and responses targeting male and female victims of domestic violence, dating violence, sexual assault, or stalking, whose ability to access traditional services and responses is affected by their sexual orientation or gender identity, as defined in section 249(c) of title 18 of the United States Code.
- 20. Developing, enhancing, or strengthening prevention and educational programming to address domestic violence, dating violence, sexual assault, stalking, or female genital mutilation or cutting, with not more than 5 percent of the amount allocated to a state to be used for this purpose.
- 21. Developing, enhancing, or strengthening programs and projects to improve evidence collection methods for victims of domestic violence, dating violence, sexual assault, or stalking, including through funding for technology that better detects bruising and injuries across skin tones and related training.
- 22. Developing, enlarging, or strengthening culturally specific victim services programs to provide culturally specific victim services and responses to female genital mutilation or cutting.
- 23. Providing victim advocates in state or local law enforcement agencies, prosecutors' offices, and courts to provide supportive services and advocacy to Indian victims of domestic violence, dating violence, sexual assault, and stalking.
- 24. Paying any fees charged by any governmental authority for furnishing a victim or the child of a victim with any of the following documents: (A) A birth certificate or passport of the individual as required by law. (B) An identification card issued to the individual by a State or Tribe, that shows that the individual is a resident of the State or a member of the Tribe.
- 3. Submit required financial reports at least quarterly as set forth below in paragraph 16 of the Grants Management Division Standard Terms and Conditions.
- 4. Retain all required financial and programmatic documentation, as detailed this Contract, the Contractor's application, and any state or federal guidance, regulation, or statute referenced herein and

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provide to the Commonwealth such documentation for any monitoring, audit, and all required federal reporting.

5. Agree that the Commonwealth shall have sole discretion to determine whether the Contractor's expenditures referenced in this contract are allowable, reasonable and in compliance with the purposes set out in the Contract.
6. Make the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that funds were used for an unallowable cost, unreasonably, or not in compliance with the requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.

Pricing:

1. The total Contract amount is \$60,000. Payments shall be made through a reimbursement process only, on a quarterly basis, unless otherwise specified by the Commonwealth.
 - a. The Contractor shall submit financial reports with required supporting documentation at least quarterly as set forth below in paragraph 16 of the Grants Management Division Standard Terms and Conditions.
 - b. The Commonwealth shall provide payment within thirty (30) days of receipt of valid, approved supporting documentation as provided by the Contractor with its quarterly financial report.
 - c. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.
 - d. Reimbursement of allowable travel expenses shall comply with applicable state and federal law, including but not limited to the Kentucky Model Procurement Code and relevant regulations and Finance and Administration Cabinet Policies.
 - e. The Contractor shall be reimbursed for no spending unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the Commonwealth.
 - f. Payments shall be made upon receipt of required reports and a determination by the Commonwealth that the Contractor's services are reasonable and in compliance with the purposes and requirements set out in this Contract. This clause shall not be interpreted to foreclose a later finding by the Commonwealth that such funds were used for an unallowable cost, unreasonably, or not in compliance with the purposes and requirements set out in this Contract.

VAWA Standard Terms and Conditions

1. The Contractor at any tier shall comply with applicable portions of the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90. The terms and conditions of this Contract are material requirements of the Contract. Compliance with any assurances or certifications submitted by the Contractor that relate to conduct during the period of performance also is 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 OVW taking appropriate action with respect to the Contractor and the Contract. Among other things, the GMD or OVW may withhold award funds, disallow costs, or suspend or terminate the Contract. DOJ, including OVW, also 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

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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. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards, subawards, and Contracts ("subgrants"), see the OJP website: <https://ojp.gov/funding/Part200UniformRequirements.htm>. Record retention and access: The duration of time which the Contractor at any tier shall retain records pertinent to the Contract is 6 ½ 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 6 ½ 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 6 ½ 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. 200.334. In the event a Contract-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Contractor is to contact GMD promptly for clarification.
3. The Contractor at any tier shall comply with the current edition of the DOJ Grants Financial Guide as posted on the DOJ website, including any updated version that may be posted during the period of performance.
4. 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 VAWA 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 shall 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.
5. 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.
6. The Contractor at any tier shall 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. The Contractor at any tier shall also comply with applicable restrictions on subcontracts to subcontractors at any tier, including restrictions on subcontracts to entities that do not acquire and provide (to the subcontractor at any tier) the unique entity identifier assigned by SAM.
7. The Contractor at any tier shall have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if the Contractor creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Contractor's breach procedures shall include a requirement to report actual or imminent breach of PII to GMD no later than 12 hours of an occurrence of an actual breach, or the detection of an imminent breach.
8. The Contractor at any tier shall comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as "employees"

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of the Contractor. The details of the Contractor obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

9. Determination of suitability required, in advance, for certain individuals who may interact with participating minors. This condition applies to this Contract if it is indicated in the Contract that a purpose of some or all of the activities to be carried out under the Contract is to benefit a set of individuals under 18 years of age. The Contractor, as well as any subcontractors or consultants providing services to minors shall make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.
10. The Contractor at any tier shall comply with all applicable laws, regulations, policies, and official DOJ or OVW guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this Contract appears in the [DOJ Grants Financial Guide](#) and on the OVW website at <https://www.justice.gov/ovw/conference-planning>.
11. The Contractor shall adhere to the [OVW Training Guide Principles for Grantees and Subgrantees](#) when developing or delivering any training or training materials generated under this Contract.
12. 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 Contractor at any tier shall give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in [28 C.F.R. Part 38, Appendix C, sections \(1\) through \(4\)](#). A sample written notice may be found at https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Written_Note_of_Beneficiary_Protections.pdf. In certain instances, a faith-based organization may be able take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>. This section shall not preclude the consideration of faith-based organizations in the awarding process.
13. 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.
14. 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."
15. The Contractor at any tier shall comply with, and is 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 is to contact GMD for guidance.

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16. 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 in order to avoid violation of 18 U.S.C. 1913. The Contractor 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 and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program. 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 is to contact GMD for guidance. The Contractor may not proceed without the express prior written approval of GMD.
17. 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, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and 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 is to contact GMD for guidance, and may not proceed without the express prior written approval of GMD.
18. The Contractor at any tier must refer to GMD, and the Department of Justice (DOJ), 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. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this contract should be reported to GMD through the Justice Listens contact page accessible at <https://justice.ky.gov/About/justicelistens/Pages/contactjl.aspx>, and to OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ/OIG website at <https://oig.justice.gov/hotline>.
19. No Contractor at any tier under this Contract, or entity that receives a procurement contract or subcontract with any funds under this Contract, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by DOJ or GMD, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmental information), or any other form issued by a federal department or agency governing nondisclosure of classified information.
 - a. In accepting this award, the Contractor--
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described

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above, it shall immediately stop any further obligations of federal Contract funds, shall provide prompt written notification to GMD and OVC, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and OVC.

b. If the Contractor does or is authorized under this award to make contracts ("subgrants"), procurement contracts, or both--

i. it represents that--

1. it has determined that no other entity that the Contractor's application proposes may or will receive these federal contract funds (whether through a contract ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

ii. it certifies that, if it learns or is notified that any contractor or subcontractor entity that receives funds under this Contract is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of Contract funds to or by that entity, shall provide prompt written notification to GMD and OVW, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and OVW.

20. 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.
21. The Contractor at any tier authorizes the Justice and Public Safety Cabinet, the United States Department of Justice (DOJ), the Office on Violence Against Women (OVW), the Kentucky Auditor of Public Accounts (APA), or the Office of the Chief Financial Officer (OCFO) and its representatives, access to and the right to examine all records, books, paper, or electronic documents related to the Contract.
22. The Contractor shall not use this Contract to supplant State and local funds that would otherwise be available for the activities under this Contract.
23. The Contractor at any tier shall not exclude, deny benefits to, or discriminate against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The Contractor at any tier may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Contractor at any tier provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming.
24. The Contractor at any tier shall comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Contractor at any tier shall also apply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The Contractor shall maintain this condition when collaborating with or providing information to public officials and agencies to develop and implement policies and develop and promote legislation or model codes to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking.
25. The Contractor at any tier shall not use grant funds to support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation,

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gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

26. The Contractor at any tier must have a policy or issue a policy within 270 days of the Contract date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/subaward-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.
27. The Contractor at any tier must obtain advance written approval from GMD and from the OVW program manager assigned to the federal award from which Contract funds are derived, and must comply with all conditions specified by GMD and the OVW program manager in connection with that approval, before: 1) using Contract 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 using Contract funds. The Contractor at any tier understands and agrees that OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.
28. The Contractor at any tier using Contract funds for prosecution activities shall comply with the statutory certification requirement of 34 U.S.C. 10454 (regarding victim-centered prosecution). The Contractor shall also provide the Commonwealth with a timeline for timely completion of the requirements and, upon request, other documentation of progress. Non-compliance with any of the foregoing may also result in termination or suspension of the Contract or other remedial measures, in accordance with applicable laws and regulations.
29. The Contractor shall comply with the following legal assistance eligibility requirements for all legal assistance activities using Contract funds: (1) any person providing legal assistance through a program funded under this Contract (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans' Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii)(I) is partnered with an entity or person that has demonstrated expertise described in clause (i) and (II) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials; (3) any person or organization providing legal assistance using Contract funds has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the Contractor's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.
30. The Contractor shall provide no less than 25 percent matching funds unless the Contractor is a qualifying victim service provider as defined by 34 U.S.C. §12291(a)(50) or requests and is granted a waiver or partial waiver by GMD.
31. The Contractor shall ensure that all VAWA-funded staff, including those applied as match, complete a minimum of two (2) hours of training during the grant year in the area of meaningful access

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and (1) hour in the area of domestic violence risk assessment and reduction, lethality, or a related topic. Training may be in-person, on-line or virtual. training shall be documented on the 4th quarter Progress Reports and supporting documentation held in contractor grant files.

32. Contractors receiving funds from the court funding allocation shall identify or provide on-line, virtual or in person training opportunities on topics related to domestic violence risk assessment and reduction, lethality or a related topic for judges and court staff who interact with victims of domestic violence. Documentation of any trainings offered and/or qualifying trainings identified, how judges and court staff were notified of the available training opportunities, the number of judges and staff who attended qualifying training, the training attended by each judge or staff member and the length of the training attended by each shall be provided as an attachment to the 4th Quarter Progress Report in IGX.
33. Contractors who use VAWA funds to employ law enforcement officers or prosecutors shall require VAWA funded staff to actively participate on or support any Sexual Assault Response Teams (SARTs) or other community coordinated responses to sexual assault, dating/domestic violence or stalking within their jurisdiction and if none exists, to initiate discussion and efforts to implement at least one such team within the jurisdiction served. Efforts shall be documented on quarterly Progress Reports.
34. The Contractor shall not use Contract funds for activities addressing missing or murdered indigenous persons (MMIP) unrelated to domestic violence, dating violence, sexual assault, or stalking.
35. The Contractor shall not use Contract funds for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.
36. The Contractor shall not use Contract funds for any out-of-scope activity listed in the notice of funding opportunity through which Contract funds were awarded, consistent with state and federal law and any applicable executive orders issued as of the Contract effective date that are lawful and not enjoined by court order.

Grants Management Division Standard Terms and Conditions

1. The Contractor at any tier shall take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English Proficiency (LEP), in accordance with DOJ, pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
2. The 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, Grants Management Division policies and procedures unless a specific exemption has been granted by the Grants Management Division to the Contractor.
3. Pursuant to 34 USC § 60105, the Death in Custody Act (DCRA), any Contractor state and local law enforcement or correctional agency shall identify all reportable in-custody deaths that occurred in their jurisdictions by notifying the Kentucky Justice and Public Safety Cabinet's Criminal Justice Statistical Analysis Center at jus.dicrareporting@ky.gov.
4. The Contractor shall receive and engage in any training and technical assistance activities required in writing by GMD.
5. The Contractor understands and agrees that GMD and/or OVW may withhold award funds, or may impose other related requirements, if (as determined by GMD or OVW) 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 OVW awards or Contracts made by GMD.
6. The Contractor and all its subcontractors shall ensure each award is 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 is required to maintain an adequate accounting system that allows the Contractor 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.
7. Contractors that are state agencies shall utilize eMARS funding codes approved by GMD to ensure proper drawdown and reimbursement of funds. State agencies shall verify their eMARS funding codes with GMD staff prior to submission of their first Financial Report.
8. The maximum compensation rate for an individual consultant under this Contract shall be \$81.25/hr or \$650/day.

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9. The Contractor may be required by the State Administering Agency 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.
10. 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/office-of-the-secretary/office-of-policy-and-audit/Pages/Finance-Policies.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.
11. The Contractor shall 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 Contract funds.
12. 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 Grant Award Modification (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 less than sixty (60) days prior to the end of the Contract period unless otherwise approved by the Cabinet, and retroactive revisions shall not be approved. GMD shall be notified in writing of all employee changes pertaining to this Contract within thirty (30) days of occurrence. A GAM is required to reflect changes in the Contractor Executive Director, Financial Officer, or Project Director designations. Contractor should note that its Financial Officer cannot be the same person that functions as the Contractor Executive Director or Project Director.
13. The Contractor shall maintain time and activity records for all personnel (including volunteers if applicable) assigned to this award. Support shall reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities. Where grant recipients work on multiple grant programs or cost activities, documentation shall support a reasonable allocation or distribution of costs among specific activities or cost objectives. 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 is allowable.
14. Unless otherwise approved, the Contractor shall purchase equipment funded with this award within the first four (4) months of the project. This allows acquisition time and provides eight (8) months in which to use the equipment.
15. The Contractor shall submit to GMD for review and approval any curricula, training materials, proposed publications, reports or any other written materials that will be published, including web-based materials and website content, through funds from this contract at least (30) working days prior to the targeted dissemination date. The Contractor shall ensure 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 was supported by Subaward Number (insert current subaward number) awarded through the Commonwealth of Kentucky, Justice and Public Safety Cabinet, state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. 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 Kentucky Justice and Public Safety Cabinet or the U.S. Department of Justice."
16. The Contractor shall submit financial and program reports at least quarterly, as required.

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- 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 OVW and GMD in the manner (including timeframes) specified by OVW or GMD in the program solicitation or other applicable written guidance.
- b. The Contractor'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 may be submitted on a monthly or quarterly basis as determined by the Contractor with approval by GMD; however, once a method is selected, it cannot be changed during the grant period.
- c. Contractors shall submit to GMD financial reports which include itemized expenses requested for reimbursement and any program income approved by GMD. Invoices and other documentation of Contract and any required match expenditures shall be submitted with each quarterly or monthly financial report. For information on Contract assistance, including type of Contract needed and verbiage may be found <https://www.ojp.gov/doj-guide-to-procurement-procedures>.
- d. If it is determined the Contractor is non-compliant with the DOJ Grants Financial Guide, 2 C.F.R. Part 200, or any applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Grants Management Division policies and procedures 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 will collect and maintain information on race/ethnicity; sex; age; and victims who identify as having a disability, where such information is voluntarily furnished by the victim.
- f. Contractors are required to submit performance reports to GMD within the identified timeframe and an additional annual report using the template provided by OVW and GMD and by the deadline provided by GMD staff. GMD programmatic reports must be submitted in Intelligents 10.0 (IGX) each quarter. The schedule for filing quarterly reports is as follows:
 - I. Quarter 1 runs from January 1st – March 31st with reporting due April 15th;
 - II. Quarter 2 runs from April 1st – June 30th with reporting due July 15th;
 - III. Quarter 3 runs from July 1st – September 30th with reporting due October 15th;
 - IV. Quarter 4 runs from October 1st – December 31st with reporting due January 15th.

17. The Contractor shall adhere to the Contractor's own written hiring policies, as well as any statutory or regulatory requirements, when hiring for grant-funded positions.

18. The Contractor shall maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor shall disclose in writing to GMD and DOJ any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. Failure to do so may result in withholding of reimbursement, termination of the award, or other appropriate action.

19. The Contractor shall cooperate with any assessments, evaluation efforts, or information or data collection requests, including but not limited to the provision of any information required for the assessment or evaluation of any activities within this project.

20. 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 DOJ high-risk grantee list.

21. The Director of GMD, upon a finding that there (1) has been substantial failure by the Contractor to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the Contractor to the extent that, if originally submitted, the application would not have been selected for funding, may terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. § 200.340.

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22. The Contractor shall provide services, at no charge, through the VAWA-funded project. Any deviation from this provision requires prior approval from GMD.
23. The Contractor shall obtain prior approval from GMD before using Contract funds to generate any program income, defined by 2 C.F.R. 200.1 as gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Any program income approved by GMD shall only be used by the Contractor to support activities that were approved in the Contractor's approved application in IGX and follow the terms and conditions of this Contract. The Contractor shall report approved program income as set forth above in paragraph 16 of the Grants Management Division Standard Terms and Conditions.
24. The Contractor at any tier understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under the Contract, and civil or criminal penalties.
25. This Contract is for grant funding that GMD administers that originates from the DOJ. New DOJ guidance could impact terms and conditions and the availability of funds awarded pursuant to this Contract. GMD will share new grant conditions, guidance, and requirements with all grantees as they become available. In some instances, DOJ guidance could result in executed grant contracts being revised or cancelled.

By my signature below, I attest that I fully understand the terms, the conditions, and the availability of continued funding under this Contract are subject to future communications and guidance from DOJ.

Justice and Public Safety Cabinet Terms and Conditions

1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions that are lawful and that are not enjoined by a court of law, and shall also comply with all Commonwealth of Kentucky Executive Department and Commonwealth Office of Technology policies and procedures.
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 shall 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, shall 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 forth in the Act.

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5.1 “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.

5.2 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 shall 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 shall 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 shall 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 shall 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.

9. 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.

10. 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.

11. 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

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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).

12. 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.
13. 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.
14. 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.
15. In no event shall any person or entity be deemed to be a third-party beneficiary of this Contract.
16. 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.
17. Each party shall provide a contact to resolve any and all issues related to this Contract and promptly update the contact information as necessary.
18. All notices under this Contract shall be given in writing. Electronic mail constitutes a writing.
19. 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.
20. 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.
21. 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.
22. The parties agree that any claim, action, or lawsuit arising under this Contract must be brought in Franklin County in Frankfort, Kentucky, unless federal law applies, in which case any claim, action, or lawsuit arising under this Contract must be brought in the United States District Court in Lexington, Kentucky.
23. This Contract is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Contract.
24. 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.
25. If any provision of this Contract is deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and the Contract as a whole shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

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Memorandum of Agreement Standard Terms and Conditions
Revised August 2025

1.00 Effective Date

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

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

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

2.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

3.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

4.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

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

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5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

6.00 Violation of tax and employment laws

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

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

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

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

7.00 Nondiscrimination

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The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

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Approvals

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

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Linda Gorton

Signature

Mayor

Title

Linda Gorton

Printed Name

12/19/2025

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney Signature

Date

Printed Name