

The National Police Officer Selection Test (POST) Purchase and Test Security Agreement

- ✓ The National Police Officer Selection Test (POST, hereafter) will be kept in locked files.
- ✓ This agreement applies to users of the POST and POST-related materials, including public safety agencies, employment agencies, or other entities that use the POST to guide personnel decisions.
- ✓ Access to the POST will be by authorized personnel only.
- ✓ POST materials cannot be reproduced for any purpose.
- ✓ POST will not be supplied to anyone for advance study or after the examination period.
- ✓ This purchase agreement can only be modified with written approval by Stanard & Associates, Inc. (S&A).

Payment

For tests scored by S&A, full payment is due upon delivery of hard copy test results and invoice. Agency-scored POST users will be invoiced approximately two weeks after test date. Full payment is due upon receipt of invoice. **Your Agency will be invoiced by the Kentucky Association of Chiefs of Police. Please direct invoicing-related inquiries to your Association contact person.**

Returns

To avoid being invoiced for all test booklets ordered, all unused agency-scored tests must be returned within 14 days of the test date. If the user chooses to have S&A score the tests, the user is required to return all used and unused test booklets to S&A within 14 days of the test date.

Shipping

All test materials must be packaged securely for shipping and a carrier with electronic tracking capabilities must be used (e.g., UPS or Federal Express.) If materials are returned damaged because of improper packing or are lost in transit, the user is solely responsible for all damaged or missing booklets.

Copyright and Test Security

No agency, licensee or end user of the POST or POST guides is authorized to publish, reproduce, or adapt these materials for any purpose or by any means, including photoduplication. Duplication of testing materials is strictly prohibited. Should any POST materials become involved in legal proceedings, the user (1) will inform all parties to the legal proceedings of the terms of this agreement and all confidentiality provisions, (2) will immediately notify S&A in writing of the legal proceedings, and (3) will obtain an enforceable protective order to protect and secure the confidentiality of the POST test and POST-related materials and to limit and restrict disclosure to the fullest extent permitted by the court and court rules.

Use of the Test

POST materials received from S&A will be used only for the official purpose of the named user. Under no circumstances will POST materials be available for study, copying, photographing, reproduction or re-publication, in whole or in part. Only authorized persons will have access to test materials, and test materials will not be loaned, given, sold or otherwise made available to any unauthorized person. It is the user agency's responsibility to ensure that the hiring process, and all uses and applications of this exam, including cutoff scores, complies with all applicable laws, regulations and professional guidelines for employee selection. While S&A has completed a nationwide job analysis study demonstrating the job-relatedness of the POST for its intended use, it is the exclusive responsibility of the user to obtain sufficient evidence that the skills measured by the POST are valid job requirements.

Limitation of Liability

In no event will S&A be liable for any indirect, consequential, exemplary, or special damages arising out of this agreement or purchase or use of POST products. The user agrees that S&A is not responsible for any liability or expense incurred by the user arising out of any claim asserted by any third party that relates to use of POST test materials. S&A's total liability to the user of POST test materials is limited to the user's total purchase price paid for the POST test materials.

Authorized Signatory

The person signing this agreement on behalf of the user agency has the full authority to enter into this agreement on behalf of the user and is authorized to bind the user to the terms of this agreement. S&A reserves the right to require the signature on this agreement of any other officer, employee or agent of the user agency who is now, or later becomes, responsible for test administration.

Termination

S&A and the Kentucky Association of Chiefs of Police have the right to terminate this agreement and withhold or recall POST materials if terms and conditions of this agreement are believed to have been violated.

To maintain the reliability and validity of the POST, the individual who signs this agreement accepts, on behalf of the agency, to comply with the terms and conditions of the purchase and security agreement.

<u>Linda Gorton</u> Print Name and Title	<u>Lexington Fayette Urban Co. Government</u> Name of Agency/Organization
<u>Linda Gorton</u> Signature	<u>200 East Main St</u> Address
<u>11/25/24</u> Date	<u>Lexington Ky 40507</u> City/State/Zip
_____ Phone	_____ Email



Commonwealth of Kentucky

CONTRACT

Document Number: PON2 500 2500001392 **Version:** 1

Record Date:

Document Description: Lexington Fayette Urban Co. Government - VAWA - GMD

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:

Name: Felicia Biggerstaff
Phone: 502-564-8239
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Vendor Name:	Vendor No.	KY0033801
LEXINGTON FAYETTE URBAN CO GOVERNMENT	Vendor Contact	
	Name:	Chad Hancock
200 EAST MAIN STREET	Phone:	8592583313
LEXINGTON KY 40507	E-mail:	chancock@lexingtonky.gov

Effective From: 2025-01-01

Effective To: 2025-12-31

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Lexington Fayette Urban Co. Government - VAWA - GMD	\$0.000000	\$50,000.00	\$50,000.00

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).

Shipping Information:	Billing Information:
Justice Administration 125 Holmes St State Office Building Annex, 1st Floor Frankfort KY 40601	Justice Administration 125 Holmes St State Office Building Annex, 2nd Floor Frankfort KY 40601

TOTAL CONTRACT AMOUNT	\$50,000.00
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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, 2025, through December 31, 2025.

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 (USDJO) 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).
5. 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.
6. 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.
6. Maintain a copy of site visit results and other documents related to Contractor compliance.
7. Provide, upon request, technical assistance with Contract administration, reporting requirements, and navigation of IGX.
8. 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.
9. 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-2024-Lexington-00013 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 19 Federal Program Purpose Areas as defined by 34 U.S.C. § 10441(b).
 - a. 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 101(a)(15) of the Immigration and Nationality Act (8 U.S.C. § 1101(a)(15)).
 - b. 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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- c. 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)).
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Providing assistance to victims of domestic violence and sexual assault in immigration matters.
- i. 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.
- j. 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.
- k. Developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault.
- l. 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.
- m. Developing, enlarging, or strengthening programs addressing sexual assault against men, women, and youth in correctional and detention settings.
- n. 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.
- o. 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.
- p. 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.
- q. 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.
- r. Developing, enlarging, or strengthening culturally specific victim services programs to provide culturally specific victim services and responses to female genital mutilation or cutting.

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- s. 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. Provide all required financial and programmatic documentation, as detailed in Grants Management Division Terms and Conditions below, to allow the Commonwealth to complete all required federal reporting.
4. Agree that the Commonwealth shall 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.
5. Make the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined the Contractor used the funds for an unallowable cost or unreasonably and not in keeping with the scope of work set out in this Contract.

Pricing:

1. The total Contract amount is \$50,000. Payments shall be made through a reimbursement process only, on a quarterly basis, unless otherwise specified by the Commonwealth.
2. The Commonwealth shall provide payment within thirty (30) days of receipt of a valid invoice approved by the Commonwealth.
3. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.
4. 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.
5. 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.
6. 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 for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any

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- 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" of the Contractor. The details of the Contractor obligations related to prohibited conduct related

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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 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.
12. 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.
13. The Contractor at any tier shall comply with all applicable requirements of [28 C.F.R. Part 38](#). 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.
14. 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.
15. 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."
16. 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.
17. 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

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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.

18. 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.
19. 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>.
20. 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 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

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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.
21. 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.
22. The Contractor at any tier authorizes the Justice and Public Safety Cabinet, the U.S. Department of Justice, 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.
23. The Contractor shall not use this Contract to supplant State and local funds that would otherwise be available for the activities under this Contract.
24. 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.
25. 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.
26. 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, 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.

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27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. Contractor shall ensure that all VAWA funded staff, including those applied as match, complete twelve (12) hours of related training during the grant award period including:
 - a. At least two (2) hours of training in the area of meaningful access covering one or more of the following training topics:
 - i. providing culturally competent and/or accessible services,
 - ii. providing anti-oppressive,
 - iii. anti-racist services and/or
 - iv. a related topic.
 - b. At least one (1) hour of training in the area of domestic violence risk assessment and reduction, lethality or a related topic.

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Training may be in-person, online or virtual. Completed training shall be documented on quarterly Progress Reports and supporting documentation held in contractor grant files. If a new staff member is added to the project late in the award period, contractor may contact GMD to discuss the possible proration of the training requirement.

33. Contractor shall ensure that all agency staff complete a minimum of two (2) hours of training during the grant year in the area of meaningful access that may include providing culturally competent and/or accessible services, providing anti-oppressive and /or anti-racist services 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.
34. 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.
35. 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.

Grants Management Division Standard Terms and Conditions

1. The Contractor 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 a consultant under this Contract shall be \$81.25/hr or \$650/day.
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:

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- 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/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.
 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 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.
 - 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

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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. 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. For information on Contract assistance, including type of Contract needed and verbiage may be found at http://www.ojp.gov/funding/pdfs/procurement_procedures.pdf.
 - 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; gender; age; and victims who identify as LGBTQ, as having a disability, as being limited English proficient, as D/deaf or hard of hearing, as immigrants, refugees, or asylum seekers, as being in a correctional setting and as living in a rural area, 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 Intelligrants 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, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. § 200.340.
 22. The Contractor shall provide services, at no charge, through the VAWA-funded project. Any deviation from this provision requires prior approval from GMD.

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23. 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.

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.
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 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 a agreement or contract with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or Contract."

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- 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 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.

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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 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 2024

1.00 Effective Date

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

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

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

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 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.

4.00 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.

5.00 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.

6.00 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

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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).

7.00 Violation of tax and employment laws

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

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

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

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

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

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without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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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:

Signature

Mayor

Title

Linda Gorton

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney Signature

Date

Printed Name

Celia Moore

From: Theresa Reynolds
Sent: Wednesday, November 27, 2024 10:17 AM
To: Celia Moore
Subject: FW: VAWA 2024 Subaward Acceptance Instructions for VAWA-2024-Lexingto-00013
Attachments: Draft_PON2_500_2500001392 - LFUCG.pdf

Please see attached.

Thanks,

Theresa V. Reynolds
Director
Grants & Special Programs

859-258-3070 office
lexingtonky.gov



1775 - 2025

Confidentiality Statement:

The contents of this e-mail, facsimile, or letter and any files or attachments may contain information that is confidential or proprietary. This information is intended only for the use of the individuals and entities to who it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any.

From: Losekamp, Katie (Justice) <katie.losekamp@ky.gov>
Sent: Wednesday, November 27, 2024 10:13 AM
To: Linda Gorton - Mayor <Mayor@lexingtonky.gov>
Cc: Angela Wallace <awallace@lexingtonpolice.ky.gov>; Theresa Reynolds <teresar2@lexingtonky.gov>
Subject: VAWA 2024 Subaward Acceptance Instructions for VAWA-2024-Lexingto-00013

[EXTERNAL] Use caution before clicking links and/or opening attachments.

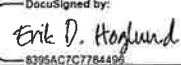

Greetings –

You are receiving this email because grant application VAWA-2024-Lexingto-00013 was recommended for an award in the amount of \$50,000. Below are instructions for accepting your award from the Kentucky Justice and Public Safety Cabinet. It may be helpful to review the resources on the [Subaward Acceptance Procedures](#) page on the JPSC website.

Funding Approval/AgreementTitle I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515RU.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant ProgramOMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) Lexington-Fayette Urban County Government	3a. Grantee's 9-digit Tax ID Number 610858140	3b. Grantee's 9-digit DUNS Number VM1GLHWZXA96 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 200 East Main Street Lexington, KY 40507	4. Date use of funds may begin 07/01/2024	
	5a. Project/Grant No. 1 B-24-MC-21-0004	6a. Amount Approved \$2,320,758.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Erik D. Hoglund		Grantee Name (Contractual Organization) LEXINGTON-FAYETTE URBAN CNTY GOVT	
Title CPD Director (Acting)		Title Mayor	
Signature X  DocuSigned by: Erik D. Hoglund 5395AC7C7784495	Date (mm/dd/yyyy) 11/14/2024	Signature X 	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Additional/Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 07/01/2024	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY 2024	FY 2023
b. Funds now being Approved		\$2,320,711.00	\$ 47.00
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	
12c. Name of Authorized Official for Designated Public Agency	
Title	
Signature X _____	

HUD Accounting use Only

Batch	TAC	Program Y	A Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153									
	176									
		Y				Project Number		Amount		
		Y				Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By	Verified By	

8. Additional Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.
- (b) The Grantee must complete Addendum #1 to Agreement "Grantee Indirect Cost Rate(s)" and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- (h) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.
- (i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.

Addendum # 1 to Agreement B-24-MC-21-0004
Grantee Indirect Cost Rate(s)

As the duly authorized representative of the Grantee, I certify that the Grantee:

- ☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200, if required, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official:

Linda Gorton

Signature:

X *Linda Gorton*

Date

(mm/dd/yyyy):

Title:

Mayor

//

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).