

# KENTUCKY DEPARTMENT OF JUVENILE JUSTICE



## Title II Formula Grants Program Prevention

LFUCG - DYS  
"No Limit to Success"

### Award Binder

**Grant Cycle:** October 1, 2017 – September 30, 2018  
**Grant No:** 2015-JF-FC-0029  
**Funding ID Number:** 61-0858140

#### Project Staff Contacts:

**Jennifer Withrow** – Program Administrator     [Jennifer.Withrow@ky.gov](mailto:Jennifer.Withrow@ky.gov)  
**Tracy Barnes** - Financial Officer                 [Tracy.Barnes@ky.gov](mailto:Tracy.Barnes@ky.gov)

Kentucky Department of Juvenile Justice  
1025 Capital Center Drive  
Frankfort, KY 40601  
Phone: 502-573-2738

**Grantee Contact Information  
and  
Certification Authorization**

**Grantee:** LFUCG-DYS

**Program:** No Limit to Success

**Grant Cycle:** OCTOBER 1, 2017 – SEPTEMBER 30, 2018

**Grant Number:** 2015-JF-FX-0029

**Section I: Agency and Program Information:**

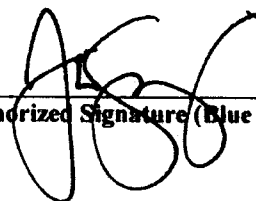
(SIGN AND FORWARD TO: THE KENTUCKY DEPARTMENT OF JUVENILE JUSTICE)

<b>AGENCY NAME:</b>		LFUCG-DYS	
<b>AGENCY DIRECTOR:</b>	<b>NAME:</b>	STEPHANIE HONG	<b>E-MAIL ADDRESS:</b>
	<b>TITLE:</b>	DIRECTOR OF YOUTH SERVICES	shong@lexingtonky.gov
<b>ADDRESS:</b>	1177 HARRY SYKES WAY	<b>TELEPHONE NO:</b>	859-246-4393
		<b>ALTERNATE NO:</b>	
<b>CITY/STATE</b>	LEXINGTON, KY	<b>FAX NO:</b>	
<b>ZIP CODE:</b>	40504-1172		
<b>PROGRAM/PROJECT NAME:</b>		NO LIMIT TO SUCCESS	
<b>PROGRAM COORDINATOR:</b>		<b>NAME:</b>	STEPHANIE HONG
		<b>E-MAIL:</b>	SHONG@LEXINGTONKY.GOV
<b>PHYSICAL ADDRESS:</b>	1177 HARRY SYKES WAY	<b>MAILING ADDRESS:</b>	1177 HARRY SYKES WAY
<b>CITY/STATE:</b>	LEXINGTON, KY	<b>CITY/STATE:</b>	LEXINGTON, KY
<b>ZIP CODE:</b>	40504-1172	<b>ZIP CODE:</b>	40504-1172
<b>TELEPHONE NO.:</b>		<b>TELEPHONE:</b>	859-246-4393
<b>FAX NUMBER:</b>		<b>FAX NUMBER:</b>	
<b>FISCAL AGENT NAME:</b>	<del>THERESA REYNOLDS</del> Beth Florence	<b>FISCAL AGENT E-MAIL:</b>	<del>TERESAR2@LEXINGTONKY.GOV</del> bflorence@lexingtonky.gov
<b>MAILING ADDRESS:</b>	200 EAST MAIN ST.	<b>TELEPHONE NO.:</b>	859-258-3070 859-258-3263
<b>CITY/STATE:</b>	LEXINGTON, KY	<b>FAX NUMBER:</b>	
<b>ZIP CODE:</b>	40507		

**CERTIFICATION**

I do hereby certify that all facts, figures and representations made in this application are true and correct. Furthermore, all applicable federal and state statutes, regulations, assurances, procedures for program compliance, documentation requirements, administration of surveys and other data collection requirements and fiscal control will be implemented to ensure proper accountability of grant funds. I certify that the funds requested in this application will not supplant funds that would otherwise be used for the purposes set forth in this program. The filing of this application has been authorized by the grant applicant and I have been duly authorized to act as the representative of the grantee in connection with this application. This completed application, if accepted, becomes a part of the approved contract for these grant funds.

\_\_\_\_ Jim Gray, Mayor  
Print or Typed Authorized Name and title

  
 \_\_\_\_\_  
 Authorized Signature (Blue or Red Ink)      Date

**Kentucky Department of Juvenile Justice**  
**AWARD BINDER**  
**Table of Contents**

**SECTION I**

Statement of Action Grant Award - (Including Special Conditions and Award Purpose Statement). *Enclosed are two originals (duplicates) of page one. The authorized official must sign both originals and return one (page one only) to the Kentucky Department of Juvenile Justice within 10 days of receipt. Retain one original for your files.*

**SECTION II**

The Approved Budget is for your information and grant file and is not to be returned to our office. Certifications for this grant will be completed on the Justices' electronic grants management system, once it is place on-line for completion. Additional information and instructions will follow.

**SECTION III**

The following forms are for your information/files only and are for later use.

**Signatory Form**

This form designates two personnel who are authorized by the Recipient to request Payments from THE KENTUCKY DEPARTMENT OF JUVENILE JUSTICE.

Two (2) signatures must be filed.

*Submit the form with original signatures to the Kentucky Department of Juvenile Justice within ten (10) days of receipt. Payment requests cannot be honored until your Signatory Form is filed.*

- *Retain a copy for your files. Retain a blank copy for future use if changes are needed.*

**Grant Adjustment Notice Request Form**

This form is to be used when requesting a change in the grant period, a budget revision and/or changes in project personnel, processes or plans. **It is recommended that any proposed changes be discussed with the program administrator in advance, to avoid any unnecessary paper work.**

**Payment Request Form\***

- a. All payment requests must be submitted on this document.
- b. Remember to enter the sequential payment request number in the available space.
- c. A payment **MUST BE** requested on a  monthly  quarterly  semi-annual  annual; provided with the progress note for the program/project funding. Payments will not be processed without supporting documentation.
- d. All payment requests **MUST BE** submitted to Jennifer Withrow monthly. **DO NOT WAIT** until the final payment to request reimbursement.

If you have budget/financial questions, please contact Jennifer Withrow or Tracy Barnes.

Payment Request Contact Information:

c/o Tracy Barnes email: [Tracy.Barnes@ky.gov](mailto:Tracy.Barnes@ky.gov)  
 Kentucky Department of Juvenile Justice  
 1025 Capital Center Dr.  
 Frankfort, KY 40601

**All correspondences regarding this grant should be submitted to:**

**Project Staff Contact:**

**Jennifer Withrow**  
 Kentucky Department of Juvenile Justice  
 1025 Capital Center Drive  
 Frankfort, KY 40601  
 Phone: 502-573-2738  
[Jennifer.withrow@ky.gov](mailto:Jennifer.withrow@ky.gov)

**KENTUCKY DEPARTMENT OF JUVENILE JUSTICE**

**Award Binder**  
**2015-JF-FX-0029**

**SECTION I**  
**Statement of Action &**  
**Special Conditions**





**Award Special Conditions**

**1. FINANCIAL AND GRANTS MANAGEMENT**

**A.** The Recipient must adhere to all applicable state and federal laws and procedures and is responsible for establishing and maintaining an adequate system of accounting and internal controls. The following government-wide common rules are applicable:

1. "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-free Workplace (Grants)" codified at 28 CFR Part 67

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

- a. The Recipient certifies that it will make a good faith effort to provide and maintain a drug free workplace by prohibiting the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the work place.
- b. The Recipient shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- c. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Recipient will report the conviction, in writing, within 10 calendar days of the conviction, to Department of Justice, Grants Management.
2. "New Restrictions on Lobbying" codified at 28 CFR Part 69  
The Recipient certifies that to the best of his or her knowledge no federal funds will be used for purposes of lobbying. If funds have been used for lobbying, a Disclosure of Lobbying Activities form will be submitted. (Form# 4061/6 (3-91) can be accessed at [www.ojp.usdoj.gov/forms/disclose.pdf](http://www.ojp.usdoj.gov/forms/disclose.pdf)).

3. Omnibus Crime Control and Safe Streets Act of 1968

**A.** The Recipient assures that it will comply, and all its sub-grantees and contractors will comply, with the applicable provision of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the provisions of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1D; and all other applicable federal laws, orders, circulars, or regulations.

**B.** The following OMB circulars are applicable to the administration of this grant:

1. OMB Circular A-102 (administrative requirements)
2. OMB Circular A-87 (cost principles)
3. OMB Circular A-133 (audit requirements)

**C.** The *Office of Justice Programs Financial Guide* serves as the primary reference for financial management and grants administration for all programs administered under the Office of Justice Programs. The provisions of the Financial Guide must be utilized by the Recipient. The Recipient agrees to comply with the financial and administrative requirements as set forth in the Financial Guide and the implementing regulations for the Juvenile Justice and Delinquency Prevention Formula Grants Program as set forth in 28 CFR 31. Additional copies of the Financial Guide may be obtained from the Kentucky Department of Juvenile Justice (Through the Kentucky Department of Juvenile Justice) or by contacting the Justice Response Center at 800-421-6770 or via Internet at <http://www.ojp.usdoj.gov/financialguide/index.htm>.

**D.** Financial management of this grant award, including Financial Status Reports, must be approved by the Recipient's financial director; one of the two authorized signatory personnel.

- E. Audit Requirements.** The Recipient must comply with the organizational audit requirements of OMB Circular A-133 or the Office of Justice Programs Financial Guide (most current edition). The audit report and accompanying management letter is to be included in the audit report package. The Recipient shall submit two copies of the audit report package no later than 12 months after the close of each fiscal year during the term of the award. If the audit disclosed findings or recommendations, the Recipient must also include a corrective action plan, in the audit report package, that contains the following:
- a. The name and number of the contact person responsible for the corrective action plan.
  - b. Specific steps taken to comply with the recommendations.
  - c. Timetable for performance and/or implementation dates for each recommendation.
  - d. Descriptions of monitoring to be conducted to ensure implementation.
  - e. Recipient is liable for any disallowed cost as a result of audit exceptions.
- F.** All the income that the Recipient receives from state and federal sources through agreements, sub-agreements, grants, or other means for the purpose of providing the services covered by this award, with the exception of the School Lunch Program and Title I educational programs, shall be payment of first resort. Funds provided for such services pursuant to this award shall be considered as payment of last resort. Any portion of the Recipient's income for such services from other state and federal sources through agreements, duplicate payment and the portion of funds under this award that has been determined by the Kentucky Department of Juvenile Justice to be duplicate payment shall be refunded to the Kentucky Department of Juvenile Justice.
- G.** The Recipient understands that all funds must be accounted for, including all interest or other income earned by the sub-grantee with respect to sub-grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges on fees, asset forfeitures, etc.). Interest on sub-grant funds must not accrue to the sub-grantee as the sub-grantee is not authorized to have an excess of a one-month supply of federal and state monies in their possession at the end of any calendar month.
- H.** The Recipient agrees to prepare and submit any reports of income and expenses used to support any rates established under this award as request by the Kentucky Department of Juvenile Justice. Reports of income and expenses shall be prepared in accordance with 45CFR Part 74 and OMB Circular A-122 and A-133.
- I.** Recipient shall maintain financial records to document income and expenses, records of referrals, case records, statistical records, and all other records and reports required for licensure and/or pertinent to this award. Said records are to be made available for audit by the Kentucky Department of Juvenile Justice.
- J.** The Recipient understands that any individual that embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property which are the subject of a sub-grant or contract or other form of assistance, whether received directly or indirectly from the Kentucky Department of Juvenile Justice, may be fined not more than \$10,000.00 or imprisoned for not more than five (5) years, or both. Whoever knowingly falsifies, conceals or covers up by trick, scheme or device, any material fact in any application for assistance or in any record required to be maintained, will be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any law enforcement program or project underwritten in whole or in part by any sub-grantee, or contract or other form of assistance, whether received directly or indirectly from the Kentucky Department of Juvenile Justice, will be subject to the provisions of Section 371 of Title 18, United States Code.
- K.** The Recipient understands that federal grant funds made available under the auspices of the U.S. Department of Justice, Office of Justice Programs will not be used to supplant state or local funds, but will be used to initiate, enhance and/or expand the program according to individual program requirements.



- L. The Recipient must state the source(s) of matching funds to be provided in the grant. The applicant certifies as a part of this application that the matching contributions for this grant are from non-federal sources and may not involve federal funding or be used for another federally assisted program.
- M. The Recipient certifies that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed federal money, and (2) the dollar amount of federal funds for the project or program.

#### **4. EXPENDITURE and COMPENSATION OF FUNDS**

Requests for reimbursement for expenditures not mentioned in the Recipient's approved budget or not receiving prior approval from the Kentucky Department of Juvenile Justice will be disallowed. The Recipient must obtain prior approval before any obligation of grant funds. The Kentucky Department of Juvenile Justice retains the right to withhold payments if the Recipient fails to comply with any of the terms of this contract.

- A. The Recipient understands that grant funds may not be obligated prior to the effective date of the grant or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days after the termination of the grant period.
- B. The Recipient is liable for any disallowed cost.
- C. The payment request must be in accordance with the Recipients' approved budget contained in Section II of the Award Binder.
- D. All supporting documentation for expenditures must be kept on file and organized in a manner that is conducive for auditors and management of the grant; readily available for audits of grant funding.
- E. The Recipient must adhere to all due dates for program reports. If program reports are not submitted by due dates, payment reimbursement will not be dispersed.
- F. The Recipient agrees that accounting, auditing, monitoring, and evaluation procedures are necessary to keep records to assure fiscal control, proper management, and efficient distribution of funds received under the Office of Justice Programs.
- G. The Recipient agrees to maintain data and information and submit reports in a designated format, in a timely manner and containing information as the Kentucky Department of Juvenile Justice or the Office of Justice Programs may require. Such data must be maintained at the applicant's office, regardless of whether the administration of that office has changed.
- H. The Recipient understands that if the requested project is funded, continuation is not guaranteed. The applicant further assures that if the project is successful, every effort will be made for the project to be continued with local or general funds.
- I. The Recipient understands that a sub-grant may be terminated or fund payments discontinued by the Kentucky Department of Juvenile Justice where it finds a substantial failure to comply with the provisions under which the application was made or regulations promulgated, including these sub-grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of Public Law 90-351, as amended.

- J. The Recipient certifies that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (Form# 4061/6 (3-91) can be accessed at [www.ojp.usdoj.gov/Forms/cert.pdf](http://www.ojp.usdoj.gov/Forms/cert.pdf) )
- K. The Recipient agrees to establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- L. The Recipient will give the grantor agency or the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers, or documents related to the grant.
- M. The applicant agrees that should the Kentucky Department of Juvenile Justice determine that it needs to take legal action against the applicant for actions arising out of the grant, the applicant will waive jurisdiction and have the case heard in either state or federal court in Franklin County, Kentucky.

## 5. PURCHASING AND SPECIFICATIONS

- A. The Recipient or any person with an interest therein will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will the Recipient attempt in any way to influence any purchasing of services or commodities by the Commonwealth of Kentucky.

## 6. CIVIL RIGHTS REQUIREMENTS

### A. DISCRIMINATION PROHIBITED.

The sub-grantee agrees to assure that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any activity receiving funds from the Office of Justice Programs, Office on Violence Against Women, or the Office of Community Oriented Policing Services on the basis of race, color, religion, national origin, sex, disability, or age. The sub-grantee shall also assure the designation of an employee who will have lead responsibility for insuring sub-grantees compliance with civil rights regulations. In accordance with federal civil rights laws, applicant assures it shall not retaliate against individual for taking action or participating in action to secure rights protected by these laws.

1. The Recipient assures that it will comply, and all its sub-grantees and contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law 90-351, 42 U.S.C. Â§ 3789d(c)) or Victims of Crime Act (42 U.S.C. Â§ 10604), as appropriate; Title VI of the Civil Rights Act of 1964 (42 U.S.C. Â§ 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Â§ 794); subtitle A, Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. Â§ 12132); Title IX of the Education Amendments of 1972 (20 U.S.C. Â§ 1681); the Age Discrimination Act of 1975 (42 U.S.C. Â§ 6102); and Department of Justice regulations at 28 C.F.R. pt. 42, subpts. C, D, E, and G, 28 C.F.R. pt. 35, and 28 C.F.R. pt. 54.
2. The Recipient assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights (OCR) of the Office of Justice Programs.
3. The Recipient assures that it is in compliance with Title VI of the Civil Rights Act by providing services that are accessible to persons with limited English proficiency (LEP). Recipients will prepare and maintain a written policy on language assistance for LEP persons.

4. The Recipient assures that the agency possesses legal authority to apply for the grant; that resolution, motion, or similar action has been duly adopted or passes as an official act of the applicants governing body, authorizing the filing of the application including all understandings and assurances contained therein, and directing the authorizing person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

B. The Recipient is required to comply with all applicable state and Federal nondiscrimination laws and regulations. The statute that governs OJP-funded programs or activities (Section 809(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d) prohibits such discrimination:

C. The Recipient must comply with the Federal Civil Rights Act of 1964 as amended, and the Kentucky Civil Rights Act of 1996 as amended, and the Establishment Clause of the United State Constitution.

The Recipient shall not on the ground of race, color, religion, sex, age (40-70), or national origin:

1. Deny any individual aid, care, services, or other benefits provided under this program;
2. Provide any aid, care, services, or other benefits to an individual which is different, or is provided in a different manner, from that provided to others under the program;
3. Subject any individual to segregation or separate treatment in any mater related to receipt of any aid, care, services, or other benefits provided under the program;
4. Restrict any individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any aid, care, services, or other benefits provided under the program;
5. Treat an individual differently from others in determining whether he or she satisfied any eligibility or other requirement or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the program; or
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford an opportunity to do so which is different from that afforded others under the program.

D. Equal Employment Opportunity

1. The Recipient agrees to comply with the Equal Employment Opportunity guidelines.

- a. **Review attached PowerPoint Presentation provided by Office of Civil Rights, US Department of Justice**
- b. Check the applicable boxes at the bottom of the page.
- c. Save this page, then click on the "click here to upload the document" link at the bottom of the page to take you to the upload page.

**\* You must save both pages.**

2. Click the link below to view the PowerPoint presentation provided by Office of Civil Rights, US Department of Justice.

**[Equal Employment Opportunity Powerpoint Presentation](#)**

I have viewed and understand the attached Equal Employment Opportunity presentation.\*

- A. Each implementing agency receiving Office of Justice Programs assistance within the criminal justice system which has 50 or more employees and which has received grants or sub-grants of \$25,000.00 or more pursuant to and since the enactment of the Safe Streets Act of 1968, as amended, and which has a service population with a minority representation of three (3) percent or more, is required to formulate, implement and maintain an equal employment opportunity program.
- B. A certificate of compliance stating an EEOP is in existence in accordance with the regulations is required prior to the authorization of Office of Justice Programs funding. The filing of such a certificate when no EEOP exists may legally constitute a false, fictitious or fraudulent statement with the intent to defraud the United States. In filing an EEOP certificate under those circumstances, the signatory may be subject to a fine of not more than \$10,000.00 or a prison term of not more than five (5) years. 16 United States Code 1001. Those who joined in this endeavor may legally be part of a conspiracy to defraud the United States and could be subject to the same penalty. 18 United States Code 371.

3. Please choose one of the following options:

- The Implementing Agency is **NOT** required to submit an Equal Employment Opportunity Plan to Office for Civil Right, US Department of Justice.
  - However, you must submit certification stating you are NOT required to submit an EEO plan.
  - Recipients may obtain a copy of the certification form below:  
[click here to go to the website.](#)
- Implementing Agency **IS** required to submit an Equal Employment Opportunity Plan to Office for Civil Rights, US Department of Justice and has done so as required.

**E. SECTION 504 (REHABILITATION ACT)**

- A. The Recipient must comply with the provision of Section 504 of the Rehabilitation Act of 1973, P.L.93-112, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified individuals with disabilities under any program or activity receiving federal financial assistance.
- B. The Recipient shall:
  - 1. Conduct an annual self-evaluation for compliance with Section 504; and
  - 2. If the Recipient has fifteen or more employees, it shall appoint an employee to coordinate efforts to comply with Section 504 and adopt procedures that provide for the resolution of complaints relation to Section 504.

**F. IMMIGRATION AND NATURALIZATION SERVICE**

- A. The Recipient must complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Recipient to verify that persons employed by the Recipient are eligible to work in the United States.

**G. LIMITED ENGLISH PROFICIENCY**

- A. The federal government and those receiving assistance from the federal government must take reasonable steps to ensure that Limited English Proficient (LEP) persons have meaningful access to the programs, services and information those entities provide. Persons who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English can be classified as LEP. These individuals are entitled to language assistance with respect to a particular type of service, benefit or encounter. All programs and operations of entities that receive assistance from the federal government must comply with providing services to LEP individuals. These services include providing oral language services and providing translation of written materials.
- B. The Recipient shall provide a copy of their agency LEP plan. If applicable, the Recipient will provide a copy of the mandatory signatory documents and/or upload the form with the application on the Electronic Grants Management System.

#### **H. SCREENING REQUIREMENT**

The Recipient shall conduct and maintain criminal records checks on all non-law enforcement or The Kentucky Department of Juvenile Justice personnel and volunteers working on this project and working directly with youth/parents, community constituents, and other pertinent stakeholders to be contacted as a part of this project funded through this award.

#### **I. PROVISION OF SERVICES – COMPLIANCE WITH LAWS AND REGULATIONS**

Recipient must comply with all applicable Federal and State laws and regulations for services provided under this award, including KRS Chapters 600 through 645; 905 KAR 1:300 relating to standards for child-caring facilities; 707 KAR 1:250 relating to exceptional children's programs; 803 KAR 1:005 through 803 KAR 1:100 relating to labor standards and child labor laws; 815 KAR 4:010 through 815 KAR 35:010 relating to Life Safety Code requirements; and 902 KAR 2:020 through 902 KAR 4:100 relating to health and sanitation. As additional State and Federal requirements are made available, the Kentucky Department of Juvenile Justice will make the information available to active grantees.

#### **J. YOUTH'S RIGHTS**

##### **A. Recipient shall:**

1. Assure that all youths are informed of their rights to file a grievance, in accordance with The Kentucky Department of Juvenile Justice Policy #331 and 505 KAR 1:202 for: (1) actions arising from service rendered under this agreement, (2) a belief their civil rights have been violated, or (3) a belief that they have been discriminated against on the basis of disability.
2. Assure that youths aggrieved by actions arising from service rendered under this agreement shall have the right to a hearing. Such assurance shall include an opportunity for an aggrieved client to request a hearing and to be heard, and shall include the right of appeal to The Kentucky Department of Juvenile Justice's Ombudsman Office if the grievance is not resolved to the client's satisfaction by the Recipient. Complete records shall be maintained of such complaints and any informal meetings, telephone calls, hearing, or appeals arising from them. Such records shall be made available to representatives of The Kentucky Department of Juvenile Justice upon request.

#### **K. ETHICS CODE**

- A. The Recipient and all personnel who may provide services under this award or any subcontractor with the Recipient shall be familiar with, and abide by, the National Association of Social Workers Code of Ethics, which has been established by the Kentucky Department of Juvenile Justice as the designated code of ethics. Failure of the Recipient to abide by the applicable of this code of ethics

shall result in the immediate termination of this award.  
<http://www.naswdc.org/pubs/code/Default.asp>

**L. PRISON ELIMINATION ACT (PREA)**

- A. The Recipient shall comply with the Prison Rape Elimination Act (PREA) (42 U.S.C. §15601, et seq.) and with all applicable PREA National Standards (28 C.F.R. Part 115), which can also be found at <http://www.prearesourcecenter.org/sites/default/files/library/preafinalstandardstype-juveniles.pdf> Contractor shall also comply with all Kentucky Department of Juvenile Justice policies related to PREA which can be found at [http://the Kentucky Department of Juvenile Justice.ky.gov/Department+of+Juvenile+Justice+Policy+Manual.htm](http://theKentuckyDepartmentofJuvenileJustice.ky.gov/Department+of+Juvenile+Justice+Policy+Manual.htm).
- B. The Recipient shall make itself familiar with and at all times shall observe and comply with all PREA regulations and The Kentucky Department of Juvenile Justice PREA policies which in any manner affect performance under this Contract.
- C. The Recipient agrees to self-monitor its activities and facilities for compliance with the PREA standards and The Kentucky Department of Juvenile Justice policies.
- D. The Recipient acknowledges that in addition to the self-monitoring requirement, The Kentucky Department of Juvenile Justice will conduct announced or unannounced compliance monitoring that may include on-site monitoring visits.
- E. If the Recipient provides residential services for youth, the Recipient will also be subject to a Department of Justice PREA audit once every three (3) year period with the audit cycle beginning.
- F. All costs associated with the PREA audit shall be borne by the Recipient.
- G. The Kentucky Department of Juvenile Justice will conduct a mock-audit prior to the Department of Justice PREA audit. Failure to comply with PREA standards and related The Kentucky Department of Juvenile Justice policies may result in termination of the contract.
- H. If the Recipient's facility is a treatment center governed by federal confidentiality laws and regulations that prohibit the release of residents' identifying information, the Recipient shall, upon intake of a resident, request that the resident sign a written consent form that authorizes facility personnel to release the resident's identifying information in response to a request from a Kentucky Department of Juvenile Justice employee or Internal Investigations Branch conducting an administrative PREA investigation at the facility regarding an allegation of sexual abuse or harassment.

**M. NONSUPPLANTING REQUIREMENT**

- A. Award funds cannot be used to supplant State or local funds. They must increase the amount of funds that would otherwise be available from State and local sources.

**N. CERTIFICATION REQUIREMENTS**

- A. Recipient is required to execute certification forms which commit the Recipient to compliance with the certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "A Government-Wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)."

## **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**INITIAL BY EACH LINE ON ALL SECTIONS.**

### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the marking of any Federal grant, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

**A. The applicant certifies that it and its principal:**

\_\_\_\_(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency,

\_\_\_\_(b) Have not within a three-period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contact under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

\_\_\_\_(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offenses enumerated in paragraph (1)(b) of this certification; and

\_\_\_\_(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

**B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.**

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**A. The applicant certifies that it will or will not continue to provide a drug-free workplace by:**

\_\_\_\_(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

\_\_\_\_(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

\_\_\_\_(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by



paragraph (a);

\_\_\_(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

\_\_\_(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees' must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

\_\_\_(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or Local health, law enforcement, or other appropriate agency;

\_\_\_(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

**Place of Performance:** 1177 Harry Sykes Way, Lexington, KY 40504

Check Here if there are workplaces on file that are not identified.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

\_\_\_ Check here if the state has elected to complete the OJP Form 4061/7.

## DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620: *(initial by each statement to document acceptance)*

\_\_\_ A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

\_\_\_ B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice Office of Justice.

### Special Conditions for Grant Programs

#### *\*Initial each line*

The applicant assures that the agency possesses legal authority to apply for the grant; that resolution, motion, or similar action has been duly adopted or passes as an official act of the applicants governing body, authorizing the filing of the application including all understandings and assurances contained therein, and directing the authorizing person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**DISCRIMINATION PROHIBITED.** The sub-grantee agrees to assure that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any activity receiving funds from the Office of Justice Programs, Office on Violence Against Women, or the Office of Community Oriented Policing Services on the basis of race, color, religion, national origin, sex, handicap, or age. The sub-grantee shall also assure the designation of an employee who will have lead responsibility for insuring sub-grantees compliance with civil rights regulations. In accordance with federal civil rights laws, applicant assures it shall not retaliate against individual for taking action or participating in action to secure rights protected by these laws.

\_\_\_ The applicant assures that it will comply, and all its sub-grantees and contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law 90-351, 42 U.S.C. § 3789d(c)) or Victims of Crime Act (42 U.S.C. § 10604), as appropriate; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); subtitle A, Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and Department of Justice regulations at 28 C.F.R. pt. 42, subpts. C, D, E, and G, 28 C.F.R. pt. 35, and 28 C.F.R. pt. 54.

\_\_\_ The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights (OCR) of the Office of Justice Programs.

\_\_\_ The applicant assures that it is in compliance with Title VI of the Civil Rights Act by providing services that are accessible to persons with limited English proficiency (LEP). Recipients will prepare and maintain a written policy on language assistance for LEP persons.

\_\_\_ The applicant agrees to establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

\_\_\_ The applicant will give the grantor agency or the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers, or documents related to the grant.

\_\_\_ The applicant understands that whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property which are the subject of a sub-grant or contract or other form of assistance, whether received directly or indirectly from the Kentucky Department of Juvenile Justice, may be fined not more than \$10,000.00 or imprisoned for not more than five (5) years, or both. Whoever knowingly falsifies, conceals or covers up by trick, scheme or device, any material fact in any application for assistance or in any record required to be maintained, will be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any law enforcement program or project underwritten in whole or in part by any sub-grantee, or contract or other form of assistance, whether received directly or indirectly from the Kentucky Department of Juvenile Justice, will be subject to the provisions of Section 371 of Title 18, United States Code.

\_\_\_ The applicant agrees to implement this project within 60 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementations must be reported to this office within the first 60 days.

\_\_\_ If the project is not operational within 90 days after acceptance of the award, a further statement explaining the implementation delay will be submitted by the sub-grantee to the Kentucky Department of Juvenile Justice. Upon receipt of the 90-day letter the Department of Juvenile Justice may cancel the project and redistribute the funds to other program areas. The Department of Juvenile Justice, where warranted by extenuating circumstances, may request approval from the Office of Justice Programs (OJP) Central Office to extend the implementation date of the project past the 90-day period.

\_\_\_ The applicant understands that all interest or other income earned by the sub-grantee with respect to sub-grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges on fees, asset forfeitures, etc.) must be accounted for. Interest on sub-grant funds must not accrue to the sub-grantee as the sub-grantee is not authorized to have an excess of a one-month supply of federal and state monies in their possession at the end of any calendar month.

\_\_\_ The applicant understands that federal grant funds made available under the auspices of OJP will not be used to supplant state or local funds, but will be used to initiate, enhance and/or expand the program according to individual program requirements.

\_\_\_ The applicant must state the source(s) of matching funds to be provided in the grant. The applicant certifies as a part of this application that the matching contributions for this grant are from non-federal sources and may not involve federal funding or be used for another federally assisted program.

\_\_\_ The applicant understands that grant funds may not be obligated prior to the effective date of the grant or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days after the termination of the grant period.

\_\_\_ The applicant understands that if financial reports are submitted past the submission deadline, a penalty of 5% per week of the monthly request, will be assessed to the total amount requested for monthly reimbursement.

\_\_\_ The applicant agrees that no contract or agreement may be entered into by the sub-grantee for execution of project activities or provision of services to a sub-grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the sub-grantee will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the sub-grantee.

\_\_\_ The applicant agrees that fund accounting, auditing, monitoring, and evaluation procedures, as may be necessary to keep records as the Kentucky Department of Juvenile Justice, shall prescribe, will be provided to assure fiscal control, proper management, and efficient distribution of funds received under the Office of Justice Programs.

\_\_\_ The applicant agrees that it will maintain data and information and submit reports in a designated format, in a timely manner and containing information as the Department of Juvenile Justice or the Office of Justice Programs may require. Such data must be maintained at the applicants office, regardless of whether the administration of that office has changed.

\_\_\_ The applicant agrees that fund accounting, auditing, monitoring, and evaluation procedures, as may be necessary to keep records as the Kentucky Justice and Public Safety Cabinet shall prescribe, will be provided to assure fiscal control, proper management, and efficient distribution of funds received.

A. All awards made by the Kentucky Justice and Public Safety Cabinet are subject to requirements of: individual federal grant guidelines; Office of Justice Programs guidelines; Office of Management and Budget Circulars; relevant state and federal statutes; Grants Management Branch Policies and Procedures Manual, forms, and general and special grant conditions; and other relevant documents

B. The applicant agrees that it will maintain data and information and submit reports in a designated format, in a timely manner and containing information as the Kentucky Justice and Public Safety Cabinet or the Office of Justice Programs may require. Such data must be maintained at the applicant's office, regardless of whether the administration of that office has changed.

C. The applicant agrees that, where federal funds are awarded, audit requirements as specified in the Office of Justice Programs "Financial Guide" (most current edition) or the OMB Circular A-133, will be followed until the OMB establishes new audit guidelines.

\_\_\_ The applicant assures that it will comply, and all its sub-grantees and contractors will comply, with the applicable provision of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the provisions of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1D; and all other applicable federal laws, orders, circulars, or regulations.

\_\_\_ The applicant assures that it will not release the individual names of clients served by the program. The applicant further assures that all information collected on clients will remain confidential. If the applicant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will adhere to all HIPAA requirements. Any research studies the applicant conducts will conform to the confidentiality of 28 CFR Part 22.

\_\_\_ The applicant understands that a sub-grant may be terminated or fund payments discontinued by Department of Juvenile Justice where it finds a substantial failure to comply with the provisions under which the application was made or regulations promulgated, including these sub-grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of Public Law 90-351, as amended.

\_\_\_ The applicant understands that if funds are used in a manner inconsistent with the award, the award can be terminated.

\_\_\_ The applicant understands that if the requested project is funded, continuation is not guaranteed.

\_\_\_ Recipient must adhere to all due dates for program reports. If program reports are not submitted by due dates, payment reimbursement will not be dispersed.

\_\_\_ The applicant understands that if programmatic reports are late, or there is a lack of communication with the grant administrator, future funding can be affected.

\_\_\_ Recipients are required to report progress on output and outcome indicators.

\_\_\_ The applicant certifies that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (Form# 4061/6 (3-91) can be accessed at [www.ojp.usdoj.gov/Forms/cert.pdf](http://www.ojp.usdoj.gov/Forms/cert.pdf) )

\_\_\_ The applicant certifies that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed federal money, and (2) the dollar amount of federal funds for the project or program.

\_\_\_ The applicant certifies that it will make a good faith effort to provide and maintain a drug free workplace by prohibiting the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the work place.

\_\_\_ The applicant certifies that to the best of his or her knowledge no federal funds will be used for purposes of lobbying. If funds have been used for lobbying, a Disclosure of Lobbying Activities form will be submitted. (Form# 4061/6 (3-91) can be accessed at [www.ojp.usdoj.gov/forms/disclose.pdf](http://www.ojp.usdoj.gov/forms/disclose.pdf) )

\_\_\_ If awarded funding, the applicant understands that in order to be reimbursed, the applicant must become a vendor of the state. Instructions will be provided upon award notification.

\_\_\_ Applicant understands that federal grant funds, if awarded, may not be used to support inherently religious activities, such as religious worship, instruction, or proselytization. Recipients may use federal grant funds awarded as a result of this application only to support approved, non-religious program activities. Therefore, organizations that receive direct governmental funds should take steps to separate, in time or location, any inherently religious activities from the government-funded services that they offer. Such organizations should also carefully account for their use of all government money. See USDOJ's Equal Treatment Regulations, 28 C.F.R. Pt. 38.

\_\_\_ The applicant agrees that should the Department of Juvenile Justice determine that it needs to take legal action against the applicant for actions arising out of the grant, the applicant will waive jurisdiction and have the case heard in either state or federal court in Franklin County, Kentucky.

#### **RETENTION/ACCESS OF RECORDS**

- A. The Recipient shall retain all financial records, supporting documents, statistical records, data bases, and all other records pertinent to the award for a minimum of eight (8) years following the closure of the most recent audit report following the end of program activities.
- B. Case/client records and/or data-bases shall be maintained indefinitely in accordance with applicable laws and regulations.
- C. The Kentucky Department of Juvenile Justice staff, the DOJ Office of the Inspector General, the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Recipient which are pertinent to the award, in order to made audits, examinations, excepts and transcripts and/or to utilized for continued and or expanded study.

#### **NONSUPPLANTING**

Award funds cannot be used to supplant State or local funds. They must increase the amount of funds that would otherwise be available from State and local sources.

**PRISON ELIMINATION ACT (PREA)**

The Recipient shall comply with the Prison Rape Elimination Act (PREA) (42 U.S.C. §15601, et seq.) and with all applicable PREA National Standards (28 C.F.R. Part 115), which can also be found at <http://www.prearesourcecenter.org/sites/default/files/library/preafinalstandardstype-juveniles.pdf>

Contractor shall also comply with all Kentucky Department of Juvenile Justice policies related to PREA which can be found at <http://theKentuckyDepartmentofJuvenileJustice.ky.gov/Department+of+Juvenile+Justice+Policy+Manual.htm>.

- A. The Recipient shall make itself familiar with and at all times shall observe and comply with all PREA regulations and The Kentucky Department of Juvenile Justice PREA policies which in any manner affect performance under this Contract.
- B. The Recipient agrees to self-monitor its activities and facilities for compliance with the PREA standards and The Kentucky Department of Juvenile Justice policies.
- C. The Recipient acknowledges that in addition to the self-monitoring requirement, The Kentucky Department of Juvenile Justice will conduct announced or unannounced compliance monitoring that may include on-site monitoring visits.
- D. If the Recipient provides residential services for youth, the Recipient will also be subject to a Department of Justice PREA audit once every three (3) year period with the audit cycle beginning.
- E. All costs associated with the PREA audit shall be borne by the Recipient.
- F. The Kentucky Department of Juvenile Justice will conduct a mock-audit prior to the Department of Justice PREA audit. Failure to comply with PREA standards and related The Kentucky Department of Juvenile Justice policies may result in termination of the contract.
- G. If the Recipient's facility is a treatment center governed by federal confidentiality laws and regulations that prohibit the release of residents' identifying information, the Recipient shall, upon intake of a resident, request that the resident sign a written consent form that authorizes facility personnel to release the resident's identifying information in response to a request from a Kentucky Department of Juvenile Justice employee or Internal Investigations Branch conducting an administrative PREA investigation at the facility regarding an allegation of sexual abuse or harassment.

***I have read and understand all Sub-Grantee Conditions and assure that the project(s) proposed in this application meet all the requirements of the Office of Justice Programs, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Act and all other federal laws. By appropriate language incorporated in each grant, sub-grantee or other document under which funds are to be disbursed, and undersigned assures that the applicable conditions above apply to all recipients of funds from the Office of Justice Programs.***

  
Signature and Title

\_\_\_\_\_  
Mayor

9/9/18  
\_\_\_\_\_  
Date

# KENTUCKY DEPARTMENT OF JUVENILE JUSTICE

## **Award Binder** 2015-JF-FX-0029

### **SECTION II** **Agency & Program Descriptions** **&** **Budget**



## SUMMARY and DESCRIPTION of SERVICES

The "No Limit to Success" is an after school program targeting 50 truant students at the 40517 zip code are where Tates Creek Middle and High Schools are located. The program site is at the Gainsway Community Center, which is on camps of Tates Creek schools where youth can from the school to the program. The program is designed to provide academic support, social skills development, fun and structured activities that keep youth from engaging risky and dangerous behavior in the neighborhood. Through contact with parents, the program works to teach Nurtured Parenting skills that will improve communication between the youth and their parents. This program provides 4 days per week programming throughout the summer. The intended outcome is by engaging high risk youth in positive productive activities will deviate or reduce their risk behavior and keep them from entering the juvenile justice system.

Employee Name (if known)	Position Title	Percentage of Time Services Provided for this grant

Note: The purpose of the above information is to provide the Department of Juvenile Justice with a list of all staff who will provide services and the percentage of time dedicated to this grant.

### IV. BUDGET AND SERVICES

<b>LFUCG-DYS- No Limit to Success 2017-2018 PROGRAM BUDGET</b>	
<b>Personnel (In-Kind)</b>	
Life Skills Program Instructor (\$21/hour, 5 hours a week, 48 weeks)	\$5,040.00
<b>Personnel</b>	
Staff (\$12/hour, 20 hours per week for 48 weeks)	\$11,520.00
FICA (\$11,520.000 x 0.765)	\$882.00
Honorarium Speaker (\$50 x 20 speakers)	\$1,000.00
<b>Operating Costs</b>	
Educational materials, best practice tool, program and office supplies, promotion items, brochures	\$2,000.00
Bus Passes	\$300.00
T-shirts	\$500.00
Field trips	\$1,080.00
Food for participants attending program	\$2,718.00
<b>Total Program Expenses</b>	<b>\$20,000.00</b>
<b>Total Program Budget</b>	<b>\$25,040.00</b>

## Program & Financial Reports

### MONTHLY FINANCIAL AND QUARTERLY PROGRAM REPORT SUBMISSION REQUIREMENTS

The recipient agrees to submit monthly financial and quarterly Program Reports. The agency's Financial Director, or designee, must approval financial reports. Failure to submit reports according to the time period set forth by policies and procedures may result in delay or withholding of funds. Back up financial documentation is required for all payment requests.

All financial reports should be submitted electronically to Jennifer Withrow ([Jennifer.withrow@ky.gov](mailto:Jennifer.withrow@ky.gov)). A hard copy with original signatures and supporting documentation to DJJ, Attn: Jennifer Withrow, 1025 Capital Center Drive, Frankfort, KY 40601).

**Financial reports are due by the 15<sup>th</sup> of each month for the previous month** (i.e. September 2017 financial reports are due by October 15, 2017).

**Quarterly reports are due 15 days after the end of each quarter:**

*Electronic versions of the Quarterly Report from will be distributed at a later date.*

<input type="checkbox"/> 1 <sup>st</sup> Quarter Report	October 2017-December 2017	Due January 15, 2018
<input type="checkbox"/> 2 <sup>nd</sup> Quarter Report	January 2018-March 2018	Due April 15, 2018
<input type="checkbox"/> 3 <sup>rd</sup> Quarter Report	April 2018-June 2018	Due July 15, 2018
<input type="checkbox"/> 4 <sup>th</sup> Quarter Report	July 2018-September 2018	Due October 15, 2018

# KENTUCKY DEPARTMENT OF JUVENILE JUSTICE

## Award Binder

2015-JF-FX-0029

### SECTION III

#### **O. Signatory Form (2)**

- a. Obtain necessary original signatures in blue ink on both pages.
- b. Maintain one for your records.
- c. Forward one to THE KENTUCKY DEPARTMENT OF JUVENILE JUSTICE for the master file.

#### **P. Grant Adjustment Request Form\***

- a. Utilize this form if a grant adjustment request is needed.
- b. If utilized, forward the completed form to THE KENTUCKY DEPARTMENT OF JUVENILE JUSTICE for processing and approval.
- c. Note: All requests MUST BE submitted **before August 15, 2018** in order to be considered.

#### **Q. Payment Request Form\***

- a. All payment requests must be submitted electronically and original versions mailed DJJ, Attn: Jennifer Withrow, 1025 Capital Center Drive, Frankfort, KY 40601

**Kentucky Department of Juvenile Justice  
SIGNATORY FORM**

Recipient: LFUCG-DYS		Federal ID Number: 61-0858140	
Grant Number: 2015-JF-FX-0029	Grant Amount: \$20,000.00	Check One: <input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision	Date:

**Instructions: The persons listed below are authorized to request payments. Two authorized signatures are required to be filed. Only one signature is required on the Payment Request Form.**

Beth Florence  
Name (type or print)

Theresa Reynolds  
Name (type or print)

Accountant  
Title (type or print)

Grants Manager  
Title (type or print)

Beth Florence  
Signature

Theresa K. Reynolds  
Signature

<b>Reimbursement Recipient Information:</b>			
<b>Legal Recipient</b> (Name to be on check):	Lexington-Fayette Urban County Government	<b>Alternate Recipient</b> (If Applicable)	
<b>Address (1):</b>	200 East Main Street	<b>Address (1):</b>	
<b>Address (2):</b>		<b>Address (2):</b>	
<b>City:</b>	Lexington	<b>City:</b>	
<b>Zip Code:</b>	40507	<b>Zip Code:</b>	

I have read and understand all grantee/sub-grantee Conditions and assure that the project(s) proposed in this application meet all the requirements of the Office of Justice Programs, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Act and all other federal laws. By appropriate language incorporated in each grant, sub-grantee or other document under which funds are to be disbursed, and undersigned assures that the applicable conditions above apply to all recipients of funds from the Office of Justice Programs.

**Recipient**

**Authorizing Authority (printed/typed):**

Name: Jim Gray

Title: Mayor

Address: 200 East Main Street, Lexington, KY 40507

[Signature]  
Authorizing Authority Signature

DATE

**For THE DEPARTMENT OF JUVENILE JUSTICE Use Only:**

\_\_\_\_\_  
Program Administrator Approval/Signature

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

\_\_\_\_\_  
Financial Program Staff/Officer Approval/Signature

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

\*Available Electronically

**Kentucky Department of Juvenile Justice  
SIGNATORY FORM**

Recipient: LFUCG-DYS

Federal ID Number: 61-0858140

Grant Number:  
2015-JF-FX-0029

Grant Amount:  
\$20,000.00

**Instructions: The persons listed below are authorized to request payments. Two authorized signatures are required to be filed. Only one signature is required on the Payment Request Form.**

\_\_\_\_\_ Duplicated Form - Not Applicable \_\_\_\_\_  
Name (type or print) Name (type or print)

\_\_\_\_\_ Title (type or print) \_\_\_\_\_ Title (type or print)

\_\_\_\_\_ Signature \_\_\_\_\_ Signature

<b>Reimbursement Recipient Information:</b>			
<b>Legal Recipient</b> (Name to be on check):		<b>Alternate Recipient</b> (If Applicable)	
<b>Address (1):</b>		<b>Address (1):</b>	
<b>Address (2):</b>		<b>Address (2):</b>	
<b>City:</b>		<b>City:</b>	
<b>Zip Code:</b>		<b>Zip Code:</b>	



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**I certify this request for funds has been prepared in accordance with the terms and conditions of the Grant Award. I further certify the information contained herein is true and accurate to the best of my knowledge.**

Authorized Signature	Name and Title (type or print)	Area Code & Phone Number
Fiscal Agent (if applicable)	Name and Title (type or print)	Area Code & Phone Number

<b>DO NOT WRITE IN THIS SPACE - FOR DJJ USE ONLY</b>		
DJJ Approval	Amount	Date Approved
DJJ Grant Tracking	Payment Document Number	Date Processed