Commonwealth of Kentucky

CONTRACT MODIFICATION

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Memorandum of Agreement

Reason for Modification: Modification #1
07/29/26

Original Amount: $77,221
Amount of Increase/Decrease: $0.00
New Contract Amount: $77,221

This modification extends the expiration date from 06/30/27 to 09/30/27 to allow additional time for completion of approved project activities.

Updated Finance Cabinet terms and conditions to latest template.

Issuer Contact:

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Vendor Name:

LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No. KY0033801

Vendor Contact

Name: Chad Hancock
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Shipping Information:

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

Effective From: 01/01/2026 **Effective To:** 09/30/2027

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		LFUCG- SCIP - 00066	$0.000000	$77,221.00	$77,221.00

Extended Description:

Provide a project to reduce gun violence through a variety of methods, including by state court systems, local government and private nonprofit organizations implementing state crisis intervention court proceedings or related programs or initiatives which target risk factors most likely to lead to gun violence. Federal funding is provided through the Byrne State Crisis Intervention Program (SCIP) grant.

TOTAL CONTRACT AMOUNT	**$77,221.00**

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Memorandum of Agreement

This Memorandum of Agreement ("Contract") is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Grants Management Division ("the Commonwealth") and LEXINGTON FAYETTE URBAN CO GOVERNMENT ("the Contractor") to establish an agreement for the provision of grant funds to provide state crisis intervention programming. This Contract is effective from JANUARY 1, 2026, through ~~JUNE 30, 2027~~. September 30,2027

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 of Kentucky, Justice and Public Safety Cabinet to a subrecipient for the subrecipient to carry out part of a Federal award received by the Justice and Public Safety Cabinet, 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 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. "SCIP" shall mean the Byrne State Crisis Intervention Program and its corresponding implementing regulations.

Background Information:

These terms and conditions are for Contracts funded under Byrne State Crisis Intervention Program (SCIP) federal awards received by the Commonwealth of Kentucky from the United States Department of Justice ("DOJ") Bureau of Justice ("BJA"). SCIP Awards are intended to provide funds for the creation and implementation of state crisis intervention court proceedings and related programs or initiatives to prevent or reduce gun violence. The Commonwealth of Kentucky, Justice and Public Safety Cabinet awarding official for this Contract is the Justice and Public Safety Cabinet Secretary, who can be contacted at 125 Holmes St, Frankfort KY 40601.

Scope of Work:

The primary objective of the project is to prevent or reduce gun violence. The United States Department of Justice (DOJ) authorizes Byrne SCIP funding to be used to achieve that objective through a variety of methods, including by state court systems, local government and private nonprofit organizations implementing state crisis intervention court proceedings or related programs or initiatives which target risk factors most likely to lead to gun violence.

The Commonwealth shall:

1. Provide Intelligrants 10.0 (IGX) site administration and user accounts with appropriate access for the Contractor.
2. Have sole discretion to determine whether the Contractor's expenditures referenced in this Contract are reasonable and in keeping with the purposes set out in the Contract.
3. Have sole discretion to determine the manner in which the Contractor makes the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that the Contractor used the funds for an unallowable cost, unreasonably, or not in compliance with the scope of work and requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.
4. Develop and implement a risk-based monitoring plan to evaluate Contractor in accordance with the requirements of 28 C.F.R. § 94 and 2 C.F.R. § 200.332.
5. Evaluate Contractor's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the contract for purposes of determining the appropriate subrecipient monitoring schedule as described in 2 C.F.R. § 200.332 (d) and (e).
6. Conduct regular desk monitoring and on-site monitoring of Contractor in accordance with the risk-based monitoring schedule or in response to an emergent issue.
7. Monitor the activities of the Contractor as necessary to ensure that the funds related to the Contract are used for authorized purposes, in compliance with statutes, regulations, and the terms and conditions of the Contract, and that Contract performance goals are achieved.
8. Maintain a copy of site visit results and other documents related to Contractor compliance.
9. Provide, upon request, technical assistance with Contract administration, reporting requirements, and navigation of IGX.
10. Complete all federal reporting required as the recipient of SCIP funds.
11. Reimburse the Contractor in accordance with the pricing section within this Contract.

The Contractor shall:

1. Carry out the project detailed in the Contractor's approved application in IGX, SCIP-2025-Lexingto-00066, which is incorporated herein by reference, 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. Specifically, the Lexington-Fayette Urban County Government is being provided with continuation funding to support salary and fringe benefit costs for one full time behavioral health crisis professional within its E911 dispatch center to provide specific care to callers experiencing mental health crises to deescalate crises,

facilitate connections with mental health services, and coordinate efficient dispatch of appropriate first responders.

2. Provide one or more state crisis intervention court or related program or initiative services related to the Scope of Work, as authorized by the Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 13139) and 28 U.S.C. 530C.
3. Submit required financial reports quarterly as set forth below in paragraph 16 of the Grants Management Division Standard Terms and Conditions.
4. 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.
5. Retain all required financial and programmatic documentation, as detailed in this Contract, the Contractor's application, and any state or federal guidance, regulation, or statute referenced herein and provide to the Commonwealth such documentation for any monitoring, audit, and all required federal reporting.
6. Agree that the Commonwealth shall have sole discretion to determine whether the Contractor's expenditures referenced in this Contract are allowable, reasonable, and in compliance with the requirements set out in this Contract.
7. Make the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that funds were used for an unallowable cost, unreasonably, or not in compliance with the requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.

Pricing:

1. The total Contract amount is $77,221. Payments shall be made through a reimbursement process only, on a quarterly basis, unless otherwise specified by the Commonwealth.
    a. The Contractor shall submit financial reports with required supporting documentation quarterly as set forth below in paragraph 16 of the Grants Management Division Standard Terms and Conditions.
    b. The Commonwealth shall provide payment within thirty (30) days of receipt of valid, approved supporting documentation as provided by the Contractor with its quarterly financial report.
    c. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.
    d. Reimbursement of allowable travel expenses must comply with applicable state and federal law, including but not limited to the Kentucky Model Procurement Code and relevant regulations and Finance and Administration Cabinet Policies.
    e. The Contractor shall be reimbursed for no spending unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the Commonwealth.
    f. Payments shall be made upon receipt of required reports and a determination by the Commonwealth that the Contractor's services are reasonable and in compliance with the purposes and requirements set out in this Contract. This clause shall not be interpreted to foreclose a later finding by the Commonwealth that such funds were used for an unallowable cost, unreasonably, or not in compliance with the purposes and requirements set out in this Contract.

SCIP Standard Terms and Conditions

1. The Contractor at any tier shall comply with applicable portions of the Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 13139) and 28 U.S.C. 530C. The terms and conditions of this Contract are material requirements of the Contract. Compliance with any certified assurance submitted by the Contractor that relates to conduct during the period of performance also is a material requirement of this Contract. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement,

including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (http://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award. 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 OJP taking appropriate action with respect to the Contractor and the Contract. Among other things, the GMD or OJP may withhold award funds, disallow costs, or suspend or terminate the Contract. DOJ, including OJP, 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 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 DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at (https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance, and all financial and administrative guidance provided by GMD during the period of performance.
4. Any reference in these terms and conditions to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in the Contract terms and conditions, references set out in material incorporated by reference through the Contract terms and conditions, and references set out in other Contract requirements and documents.
5. 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 SCIP 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.
6. 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.

7. 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.
8. The Contractor at any tier shall verify employment eligibility before hiring under this Contract. The Contractor shall:
    a. Ensure that, as part of the hiring process for any position that is or will be funded (in whole or in part) with SCIP funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
    b. Notify all persons associated with the Contractor who are or will be involved in activities under this award of both—
        i. this award requirement for verification of employment eligibility, and
        ii. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
        iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
        iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
    c. Monitoring – The Justice and Public Safety Cabinet, Office of Financial Management Services, is responsible for monitoring Contractor compliance with this Contract condition and the Contractor shall allow access to any and all documentation, records, or material necessary to complete monitoring.
    d. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, GMD may allow Contractor to use SCIP funds, if awarded, for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
    e. Rules of construction
        i. Staff involved in the hiring process - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Contractor officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
        ii. Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Contractor may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Contractor uses E-Verify and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation" to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
        iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
        iv. Nothing in this condition shall be understood to authorize or require any Contractor at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

v. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Contractor at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E- Verify at E-VerifyEmployerAgent@dhs.gov.

9. 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.
10. The Contractor at any tier shall comply with all applicable requirements for authorization of any subaward of funds awarded under this Contract. This condition applies to agreements that -- for purposes or federal grants administrative requirements - OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any contract are posted on the OJP web site at https://ojp.gov/funding/Explore/ContractAuthorization.htm (Award condition: All contracts ("subgrants") must have specific federal authorization), and are incorporated by reference here.
11. The Contractor at any tier shall comply with all applicable requirements to obtain specific advance approval from the GMD to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000.00). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirements for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm on the OJP web site. (Award Condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here. Notify GMD if there are any procurement contracts that are expected to exceed $250,000. Advance approval shall be obtained by GMD from OJP.
12. 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 to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm. (Award condition: Prohibited conduct by Contractor related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated in reference here.
13. 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, including the full and complete OJP condition of award and JPSC award condition enhancements, are posted on the JPSC website at https://justice.ky.gov/Departments-Agencies/GMD/Pages/suitability.aspx and are incorporated by reference here.
14. The Contractor at any tier shall comply with all applicable laws, regulations, policies, and official DOJ 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.
15. 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.

16. The Contractor at any tier authorizes the Justice and Public Safety Cabinet, the United States Department of Justice (DOJ), 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 this Contract.
17. The Contractor shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees when developing or delivering any training or training materials generated under this Contract.
18. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Contractors that are faith-based or religious organizations. The Contractor at any tier shall give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 C.F.R. Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations. In certain instances, a faith-based organization may be able take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements. No part of this requirement shall preclude the inclusion of faith-based organizations in the awarding process.
19. 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. Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.
20. 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.” Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.
21. 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.
22. In general, as a matter of federal law, this Contract may not be used, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. Another federal law generally prohibits this federal Contract from being used by the Contractor at any tier to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Contract “subgrant”, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any questions arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of these prohibitions; the Contractor is to contact GMD for guidance. The Contractor may not proceed without the express prior written approval of GMD.
23. The Contractor at any tier shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act associated with the federal award from which this subaward is made, which are incorporated by reference here. Should a question arise as to whether a particular use of

federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact GMD for guidance, and may not proceed without the express prior written approval of GMD.

24. 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.
25. 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 BJA, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and BJA.
    b. If the Contractor does or is authorized under this award to make contracts ("subgrants"), procurement contracts, or both--
        i. it represents that--
            1. it has determined that no other entity that the Contractor's application proposes may or will receive these federal contract funds (whether through a contract ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
            2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
        ii. it certifies that, if it learns or is notified that any contractor or subcontractor entity that receives funds under this Contract is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of Contract funds to or by that entity, shall provide prompt written notification to GMD and BJA, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and BJA.
26. The Contractor shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees and contractors when operating agency-owned, leased, or personally owned vehicles, pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,”

74 Fed. Reg. 51225 (October 1, 2009), the Contractor at any tier is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by the Contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. The Contractor at any tier assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against the Contractor, the Contractor shall forward a copy of the findings to GMD within five (5) days of notification, as well as the Office for Civil Rights of OJP.
28. The Contractor shall not use this Contract to supplant State and local funds that would otherwise be available for the activities under this Contract.
29. The Contractor at any tier understands that all Contracts funded from OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. Section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Contractor shall assist GMD in carrying out its responsibilities under NEPA and related laws, if the Contractor plans to use Contract funds (directly or through subcontract) to undertake any activity that triggers these requirements, such as renovation or construction. See 28 C.F.R. Part 61, App. D. The Contractor at any tier also shall comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Contract.
30. The Contractor at any tier shall comply with the restrictions on the use of federal funds related to prohibited and controlled equipment under OJP awards pursuant to Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety.” The details of the Contractor’s obligations under this condition are posted on the OJP website at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.
31. The Contractor at any tier shall use program income in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures shall be reported in the financial reports in IGX.
32. The Contractor at any tier receiving funds under this award for an “information sharing project” as defined by BJA shall comply with DOJ’s Global Justice Information Sharing Initiative (Global) guidelines. The Contractor at any tier shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The Contractor at any tier shall document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
33. With respect to any information technology system funded or supported by funds under this Contract, the Contractor at any tier shall comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the Contractor may be fined as per 34 U.S.C. 10231(c)-(d). The Contractor shall not satisfy such a fine with federal funds.
34. The Contractor at any tier shall comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
35. The Contractor at any tier shall comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Contractor at any tier shall submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. § 22.23.
36. Any Web site that is funded in whole or in part under this Contract shall include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: “This Website is funded [insert “in part,” if applicable] through a Byrne State Crisis Intervention Program award originating from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The Contractor shall ensure the full

text of the foregoing statement is clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37. The Contractor at any tier shall not purchase ballistic-resistant or stab-resistant body armor that has not been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, or that is not listed on the NIJ Compliant Body Armor Model list. In addition, the Contractor at any tier shall not purchase ballistic-resistant or stab-resistant body armor that is not made in the United States or that is not uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if the Contractor at any tier uses funds under this Contract to purchase body armor, the Contractor is strongly encouraged to maintain a "mandatory wear" policy for all uniformed officers while on duty.
38. The Contractor at any tier shall not use Contract funds for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
39. The Contractor at any tier shall not use Contract funds for Facial Recognition Technology (FRT) without prior written approval from JPSC.
40. If using Contract funds for drug court activities, the Contractor at any tier shall ensure adherence to the following: 1) all clients in a BJA-funded drug court shall have a right to access medication-assisted treatment (MAT) under the care and prescription of a physician to the extent MAT is clinically indicated; 2) eligible clients shall not be denied enrollment to a BJA-funded drug court because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinical beneficial; 4) while under no circumstance can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains the judicial discretion to mitigate or reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.
41. If using Contract funds for adult drug courts, the Contractor at any tier shall operate the drug court based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professional's (NADCP) publication: Defining Drug Courts: The Key Components at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf. During the grant period of performance, if BJA or JPSC concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the Contractor on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on Contract funds or suspension/termination of the grant award agreement.
42. If using Contract funds for a behavioral health crisis care program, the Contractor at any tier shall adhere to the provisions of the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf.
43. Consonant with federal statutes that pertain to firearms and background checks – including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the Contractor at any tier uses this Contract to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the Contractor at any tier must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records". In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition."

Grants Management Division Standard Terms and Conditions

1. The Contractor at any tier shall take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English Proficiency (LEP), in accordance with DOJ, pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
2. The Contractor shall comply with all applicable federal, state, and local laws. Contractor shall also comply with all applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Grants Management Division policies and procedures unless a specific exemption has been granted by the Grants Management Division to the Contractor.
3. Pursuant to 34 USC § 60105, the Death in Custody Act (DCRA), any Contractor state and local law enforcement or correctional agency shall identify all reportable in-custody deaths that occurred in their jurisdictions by notifying the Kentucky Justice and Public Safety Cabinet's Criminal Justice Statistical Analysis Center at jus.dicrareporting@ky.gov.
4. The Contractor shall receive and engage in any training and technical assistance activities required in writing by GMD.
5. The Contractor understands and agrees that GMD and/or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by GMD or the DOJ awarding agency) 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 DOJ awards or Contracts made by GMD.
6. The Contractor and all its subcontractors shall ensure each award is accounted for separately to prevent comingling of funds, which is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. The Contractor is required to maintain an adequate accounting system that allows the Contractor to maintain documentation to support all receipts and expenditures of awarded funds. Furthermore, all financial statements and accounting transactions shall be prepared in accordance with Generally Accepted Accounting Principles.
7. Contractors that are state agencies shall utilize eMARS funding codes approved by GMD to ensure proper drawdown and reimbursement of funds. State agencies shall verify their eMARS funding codes with GMD staff prior to submission of their first Financial Report.
8. The maximum compensation rate for an individual consultant under this Contract shall be $81.25/hr or $650/day.
9. The Contractor may be required by the State Administering Agency to obtain a surety bond if the approved federal share is greater than $100,000 or if determined to be a high-risk agency. In general, a Contractor may be designated as high-risk if any of the following apply to the Contractor:
    a. Has a history of unsatisfactory performance;
    b. Is not financially stable;
    c. Has a management system that does not meet the standards set forth in 2 C.F.R. Part 200 (Subpart D-Post Federal Award Requirements (Standards for Financial and Program Management));
    d. Has not conformed to the terms and conditions of previous awards; or
    e. Is otherwise not responsible.
10. The Contractor shall comply with the procurement procedures and regulations set forth by the Commonwealth of Kentucky, Finance and Administration Cabinet, https://finance.ky.gov/office-of-the-secretary/office-of-policy-and-audit/Pages/Finance-Policies.aspx. Note: the Contractor shall follow the most restrictive policy, whether it is the U.S. Department of Justice (if applicable), Commonwealth of Kentucky, or the Contractor's.
11. The Contractor shall commence project activities within sixty (60) days of the approved project start date for the Contract, unless otherwise specified in the grant application. If the project is not operational within that time period, written notification shall be submitted to GMD including detailed steps taken to initiate the project, reason(s) for delay, and expected starting time. GMD may cancel the project and/or redistribute funds if the project is not implemented within a reasonable timeframe and/or justification is not provided. Any new positions requested in the grant shall be filled within sixty (60) days of the approved project start date for the Contract, unless otherwise discussed with GMD; failure to do so may result in a decrease in Contract funds.
12. The Contractor shall not make changes to the overall scope of the project without express written prior approval from GMD. However, minor changes to the project and budget adjustments may be requested using the 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 grant 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 by the U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Kentucky Justice and Public Safety Cabinet or the U.S. Department of Justice.”
16. The Contractor shall submit financial and program reports 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 OJP and GMD in the manner (including timeframes) specified by OJP in the program solicitation or other applicable written guidance.
    b. The Contractor’s Financial Director or designee shall approve financial reports. Failure to submit financial reports according to the time set forth may result in delays or withholding of funds. Financial reports shall be submitted on a quarterly basis.
    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 financial report.
    d. Copies of contracts associated with any expenditures within this Contract shall be attached to the next financial report submitted following execution of the contract. For information on Contract assistance, including type of Contract needed and verbiage may be found at https://www.ojp.gov/doj-guide-to-procurement-procedures.
    e. If it is determined the Contractor is non-compliant with the DOJ Grants Financial Guide, 2 C.F.R. § 200, or any applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Office of Management and Administrative Services, 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.
    f. Contractors shall submit performance reports to both GMD and BJA within the identified timeframe above. The BJA Performance Measurement Tool (PMT) reporting is in addition to the GMD *Intelligrants* 10.0 (IGX) progress reporting, but it is due at the same time as GMD programmatic reports each quarter. The schedule for filing quarterly reports is as follows:
        i. Project activity occurring January 1st – March 31st: Reporting due April 15th;
        ii. Project activity occurring April 1st – June 30th: Reporting due July 15th;
        iii. Project activity occurring July 1st – September 30th: Reporting due October 15th; and
        iv. Project activity occurring October 1st – December 31st: Reporting due January 15th.
17. The Contractor shall submit a final report documenting all relevant project activities no later than 90 days following the close of the subaward period. The final report shall include detailed information

about project activities funded, including, but not limited to, information about how the funds were used for each priority program area, data to support statements of progress, and data concerning the results and outcomes of the funded project reflecting successes and impacts.

18. In addition to SCIP Standard Terms and Condition 8 above, 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. This Contract is for grant funding that GMD administers that originates from the DOJ. New DOJ guidance could impact terms and conditions and the availability of funds awarded pursuant to this Contract. GMD will share new grant conditions, guidance, and requirements with all grantees as they become available. In some instances, DOJ guidance could result in executed grant contracts being revised or cancelled. By my signature below, I attest that I fully understand the terms, the conditions, and the availability of continued funding under this Contract are subject to future communications and guidance from DOJ.
24. The Director of GMD, upon a finding that there (1) has been substantial failure by the Contractor to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the Contractor to the extent that, if originally submitted, the application would not have been selected for funding, may terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.
25. The Contractor shall provide services, at no charge, through the SCIP-funded project. Any deviation from this provision requires prior approval from GMD.

Justice and Public Safety Cabinet Terms and Conditions

1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions that are lawful and that are not enjoined by a court of law, and shall also comply with all Commonwealth of Kentucky Executive Department and Commonwealth Office of Technology policies and procedures.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. The Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this Contract, to the Commonwealth in writing within one business day of the discovery of the violation.
4. To the extent permitted by law, the Contractor shall indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) services rendered by the Contractor in connection with performance of this Contract; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor, its officers, or employees in the performance of this Contract; (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the Contract in a manner not authorized by the Contract, or by federal or Commonwealth

regulations or statutes; (5) the Contractor's employment practices during the term of this Contract; and (6) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.

5. Both parties, including any subcontractors or agents of each, shall comply with all applicable state and federal confidentiality laws, including the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of education and health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this Contract.
6. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.
   6.1 "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
      6.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;

      6.1.2. A Social Security number;

      6.1.3. A taxpayer identification number that incorporates a Social Security number;

      6.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;

      6.1.5. A passport number or other identification number issued by the United States government; or

      6.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.
   6.2 As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has an agreement or contract with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or Contract."
   6.3. The Contractor 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.
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.
26. If any provision of this Contract is deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and the Contract as a whole shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

Memorandum of Agreement Standard Terms and Conditions
Revised July 2026

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

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

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

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

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

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

4.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.
If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced

commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

5.00 Access to Records

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

6.00 Violation of tax and employment laws

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

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

To comply with KRS 45A.485, the Contractor and/or subrecipient 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 and/or subrecipient 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 and/or subrecipient further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

7.00 Nondiscrimination

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

During the performance of this contract, the Contractor and/or subrecipient agrees as follows:

(a) The Contractor and/or subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.

(b) The Contractor and/or subrecipient shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.

(c) The Contractor and/or subrecipient shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor and/or subrecipient that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

(d) The Contractor and/or subrecipient shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

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

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

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

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

8.0 Artificial Intelligence (AI)

Vendor agrees to adhere to CIO-126 Artificial Intelligence Policy.pdf, which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

9.0 Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/or services except when the agency has transmitted a rejection notice to the vendor in accordance with KRS 45.453 and KRS 45.454. For the purpose of this provision, a working day is any weekday except for Commonwealth employee holidays up to the agency close of business. The Commonwealth may make a partial payment of goods or services that it has received according to the terms of the contract.

Payments are predicated upon agreed upon payment milestones set forth in the agreement and/or successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or agency representative and, except Personal Service Contract invoices, shall include the following information, as applicable:

(1) Contract and/or delivery order number;
(2) Name of Contractor Entity or Individual;
(3) Contractor designated point of contact;
(4) Unique Invoice Number;
(5) Invoice Date;
(6) Item numbers;
(7) Descriptions of goods or services provided;
(8) Sizes of goods provided;
(9) Quantities provided;
(10) Unit prices; and
(11) Extended totals (unit price x quantity) for invoiced line items.

For Personal Service Contracts, invoices must be submitted on the Personal Service Contract Invoice form established by the Government Contract Review Committee, available at:

https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf

The Commonwealth will make a good faith effort to notify the Contractor within fifteen (15) working days of the Contractor's failure to submit a proper invoice or a dispute of the goods or services provided. The Contractor shall address the Commonwealth's concerns within ten (10) calendar days and resubmit a corrected invoice with a new invoice number for payment. If the Contractor has not rectified the problem with the invoice or the good or service within the ten (10) calendar day correction period, any revised submitted invoice shall be considered a new invoice with a new date of submission for calculation of any late payment penalty.

If the Commonwealth has not notified the Contractor of any issue with the invoice or the goods and/or services and the Contractor has not received payment by the twenty-fifth (25^{th}) business day after the Contractor submitted the invoice, the Contractor should notify its Commonwealth contract representative that its invoice is still pending payment.
Except as otherwise explicitly provided in the contract, payments shall be issued to the Contractor within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/ or services. In the event of an invoice payment dispute between the Contractor and purchasing agency, the Contractor shall first attempt resolution of the dispute via submission to the purchasing agency in accordance with the payment dispute process posted on the Finance and Administration Cabinet website, located at:

https://finance.ky.gov/office-of-the-secretary/office-of-general-counsel/Pages/procurement-and-protest-resources.aspx

If submission to the purchasing agency fails to resolve the payment dispute, the Contractor may submit a contract dispute regarding payment to the Finance Secretary for resolution. In accordance with KRS 45.454, and except as provided by KRS 371.405, there shall be payable to the Contractor a penalty of one-percent (1%) on any undisputed amount each month or fraction thereof owing to the Contractor after 30 working days following the receipt of the goods or services and receipt of the invoice unless otherwise agreed between the Commonwealth and the Contractor. After a resolution is determined, the purchasing agency shall begin to assess penalties due the Contractor and remit the penalty payment to the Contractor within five (5) working days.

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	Title
Printed Name	Date

Other Party:

Signature	Title
Printed Name	Date

Approved as to form and legality:

Attorney