

GENERAL GOVERNMENT CABINET

DEPARTMENT OF MILITARY AFFAIRS



DEPARTMENT OF MILITARY AFFAIRS

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Major General, KYNG
The Adjutant General

June 23, 2011

Ms. Lorrie Hawkins
Division of Financial Audit
209 St. Clair Street
Frankfort, KY 40601

Dear Ms. Hawkins:

Enclosed is the Department of Military Affairs, Title VI Compliance Status Report and Title VI Plan Update for subsections (4), (6), (7), (9), (10), (12) and (13) for the fiscal year ending June 30, 2010. While not every section of the plan was updated, some pages have information updates; therefore, we are submitting a fully updated copy of the Department's Title VI Manual.

If you have questions concerning the plan or compliance status report, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Bullard".

Steven P. Bullard
Director
Division of Administrative Services

**Auditor of Public Accounts
Title VI of the Federal Civil Rights Act
Implementation
“Initial Plan and “Plan Update” Form”**

Initial Plan

Plan Update

AGENCY: Kentucky Department of Military Affairs

DATE: June 14, 2011

Pursuant to KRS 344.015 and Section 2 of 45 KAR 1:080, state agencies receiving federal funds shall prepare and submit an annual Title VI plan update to the Auditor of Public Accounts and the Kentucky Commission on Human Rights by July 1, 1995 and by July 1 each year thereafter. Please complete the following information when submitting annual plan updates.

Check the corresponding sections of the plan that the agency is:

- (1) Required to update; and/or
- (2) Amending.

Please include the updated wording under the applicable sections listed below in your Plan Update.

The following sections are required to be updated annually: (6), (7), (9), (10), (12) and (13). Please attach a Plan Update detailing updates or changes from the prior year Plan – do not submit your entire plan once it is on file with the Auditor’s Office.

(1) Glossary/Definitions

(2) Overview

(3) Scope Of Title VI Applicability To Programs And Activities

(4) Responsible Official

(5) Statement Of Assurance

(6) Identify Programs Or Activities Subject To Title VI

(7) Complaint Procedures

(8) Compliance/Noncompliance Reporting

(9) Agency Training Plan

(10) Evaluation Procedures Of Title VI Plan

(11) Public Notice And Outreach

(12) Recordkeeping And Reporting

(13) Minority Representation On Planning Board Or Advisory Body

NOTE: This form **DOES NOT** substitute for the actual **update** that may need to be completed.

Title VI Compliance Status Report
Kentucky Department of Military Affairs
(July 1, 2010 - June 30, 2011)

	<u>Yes</u>	<u>No</u>
1. Services from this facility are provided to clients without regard to race, color, or national origin.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. An employee has been appointed to serve as Title VI Coordinator for this agency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Minorities are represented on the advisory board if at least 5% of the population in the geographic service area are minority persons.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. A written procedure exists for hearing and reviewing Title VI complaints.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Records are maintained regarding all alleged cases of discrimination.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Title VI posters (where possible) are prominently displayed and used to emphasize the Title VI program and complaint opportunities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. New employees are clearly informed about their responsibilities to clients under Title VI.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Contracts between this agency and another party include the formal Title VI "Statement of Compliance" clause.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Other parties which contract with this agency are clearly informed by this agency about their own responsibilities to clients under Title VI standards.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. All physical facilities and physical areas are made available to every client without regard to race, color, or national origin.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

NOTE: This form **DOES NOT** substitute for the **actual update** that may need to be completed.



DEPARTMENT OF MILITARY AFFAIRS

TITLE VI MANUAL

**Department of Military Affairs
Boone National Guard Center
Frankfort, KY 40601**

June 2011

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**KENTUCKY DEPARTMENT OF MILITARY AFFAIRS
POLICY/PROCEDURES MANUAL**

**For Compliance with Title VI,
Civil Rights Act of 1964**

(1) GLOSSARY/DEFINITIONS

Division Coordinator – The Division Director or designee in charge of administering the compliance process of Title VI of the Civil Rights Act.

Limited English Proficiency (LEP) – The use of English by speakers of a different native language.

Local Coordinator – The person or subrecipient appointed or designated to be responsible for compliance with Title VI.

(2) OVERVIEW

All programs within the Department of Military Affairs provide a valuable service to the Commonwealth's Citizens and to state government. The primary objective of the Department is to serve the people of Kentucky in times of need, with available resources, in compliance with the Kentucky Revised Statutes, the Constitution and federal regulations.

The purpose of Title VI of the Federal Civil Rights Act of 1964 is to prohibit programs that receive federal funds from discrimination against participants or clients on the basis of race, color or national origin. The intent of the law is to insure that all persons, regardless of race, color or national origin are allowed to participate in these federally funded programs. To ensure that the Department of Military Affairs (DMA) meets its responsibility, the following procedures have been established to provide for monitoring of Title VI compliance activities in programs, directly and indirectly responsible to DMA, which receive federal/state funding in whole or part.

On August 11, 2000, President Clinton signed Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency". The Executive Order requires that each Federal agency shall examine the services it provides and develop and implement a system by which Limited English Proficiency (LEP) persons can meaningfully access those services. Each Federal agency shall also work to ensure that recipients of Federal financial assistance (recipients) provide meaningful access to their LEP applicants and beneficiaries. The Department of Military Affairs is in the process of researching a system to provide access to LEP persons contacting the Department's Division offices. Additional information concerning services for persons with limited English proficiency utilizing programs administered by the Department is included in Section (11) Public Notice and Outreach.

(3) SCOPE OF TITLE VI APPLICABILITY

This policy applies to all divisions and programs within the DMA per Title VI of the Federal

Civil Rights Act of 1964 and requirements of Senate Bill 248, KRS Chapter 344.015, and 44 CFR Chapter I, Part 7. This department via the Division of Emergency Management (KyEM) is currently required by the Federal Emergency Management Agency (FEMA) to certify that the Division will comply with all Federal statutes relating to non-discrimination. This includes but is not limited to Title VI of the Civil Rights Act of 1964 (P.L. 88-352). The certification includes the following FEMA forms (Attachment 1):

FEMA Form 20-16, FEB 01, "Summary Sheet for Assurances and Certifications"
FEMA Form 20-16A, JUN 94, "Assurances - Non-Construction Programs"
FEMA Form 20-16B, JUN 94, "Assurances – Construction Programs"

- (a)** DMA reaffirms its policies to afford all individuals the opportunity to participate in Federal financially assisted programs and adopts the following provision:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

- (b)** A recipient under any program to which this policy applies may not directly or through contractual or other arrangements, on ground of race, color or national origin:
1. Deny any individual any service, financial aid, or other benefit provided under the program or activity;
 2. Provide any service, financial aid, or other benefit, to an individual which is different, or is provided in a different manner, from that provided to others under the program or activity;
 3. Subject any individual to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program or activity;
 4. Restrict an individual in any way in their enjoyment of any advantage, or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program or activity;
 5. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service, financial aid, or other benefit provided under the program or activity;
 6. Utilize any criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, national origin, sex, age, disability, or, in the case of an application for disaster assistance, economic status, or have the effect of defeating or substantially impairing accomplishment of the objective of the program or activity in respect to individuals of a particular race, color, national origin, age, sex, disability, or, in the case of an application for disaster assistance, economic status.

(4) RESPONSIBLE OFFICIAL

- (a) The overall responsibility for complying with the provisions of Title VI is vested in the Executive Director for Management and Administration, Michael A. Jones, who is accountable for the administration of DMA and its organizational subdivisions. The primary point of contact for Title VI in DMA is identified below:

Name: Steven P. Bullard
Title: Director of the Division of Administrative Services
Address: Department of Military Affairs
100 Minuteman Parkway
Frankfort, KY 40601
Telephone Number: (502) 607-1738

- (b) The responsibility for coordinating Title VI in the Department is assigned to and divided among the respective program Divisions of DMA. The DMA Office of Legal Counsel will serve as an advisor to the Director in charge of these Divisions in order to form and coordinate efforts.
- (c) Each of the Divisions in the Department will appoint a Division Coordinator. This Division Coordinator will be responsible for administering the compliance procedure and Title VI complaint processing for the respective Division.
- (d) Each Division Coordinator shall appoint a Local Coordinator to be responsible for compliance with Title VI.
- (e) Each Division Coordinator will conduct an annual review of compliance reports prepared by the Local Coordinators to ensure that:
1. The Local Coordinator positions have been appointed.
 2. The Local Coordinators have received orientation and/or sufficient information to function in their responsibility.
 3. The Local Coordinators have received all materials required for administering the Title VI program, i.e., procedural manuals, posters, and pamphlets.
 4. The Local Coordinators have annually certified in writing the status of the subgrantee's Title VI compliance.
- (f) Each Local Coordinator will annually by June 1 of each State Fiscal Year certify to the respective Division Coordinator in Frankfort the subgrantee's Title VI compliance and will mail it to the respective Division Coordinator in Frankfort. Please note that completion of the certification is initiated solely by the Local Coordinator and is to be received in Frankfort each reporting year. Sanctions will be levied against contracting

agencies who do not comply with this reporting deadline.

- (g) The certification will be reviewed by the respective Division Coordinator; if problems in compliance exist, they will be discussed with the Local Coordinator. If serious problems in compliance are noted, an exception report will be filed with the Title VI Advisor (Director of the Office of Legal Counsel), and procedures for correcting non-compliance will be stipulated to the facility or contracting agency.
- (h) The ultimate responsibility for complying with the provisions of Title VI (implementation, compliance and reporting) is vested in the Executive Director, who is accountable for the administration of the Department and its organizational subdivisions. As indicated earlier, each Division Coordinator has primary responsibility for compliance pertaining to his/her respective division.

(5) STATEMENT OF ASSURANCE

- (a) DMA requires a statement of compliance with the Civil Rights Act of 1964 from every contracting agency, subrecipient and all parties concerned before entering into a contract or other agreement that involves the purpose of care, services, or other benefits on behalf of persons served by the programs of the Department.
- (b) The statement is consistent with the assurances provided to the applicable federal agency and is included in the articles section of all contracts and agreements developed by the DMA (Attachment 2).
 - 1. A statement that a subrecipient shall have agreed in writing to adopt the DMA Title VI plan does not exist in the current clauses. The statement is included the clauses in Section 6.01 – Non-discrimination of the Master Agreement Clauses.
 - 2. A statement that if a subrecipient’s Title VI plan differs from the DMA plan, it shall be available for review does not exist in the current clauses. The statement is included in the clauses in Section 6.01 – Non-discrimination of the Master Agreement Clauses.

(6) PROGRAMS SUBJECT TO TITLE VI

- (a) The following table provides a listing of the programs or activities administered by The Department of Military Affairs that are subject to Title VI. It also identifies the type of assistance in the federal grant agreement and the manner in which the agency delivers the service or performs the activity.
- (b) The table also provides information on the coverage and potential beneficiaries for each of the federal programs.

Table 1. Programs Subject to Title VI

Program By CFDA #	Type of Assistance	Delivery	Coverage	Potential Beneficiaries
Military Construction, National Guard CFDA # - 12.400	Project grants provide combat-ready reserve force facilities for training and administering the Army and Air Force National Guard units in the 50 States, District of Columbia, Puerto Rico, Virgin Islands and Guam.	The funds are used by eligible applicants such as States, District of Columbia and territories. The State Adjutant General submits proposed projects. After Congress authorizes, approves and appropriates funds and the National Guard Bureau approves the plans; the awards can be made to the State.	The project grants are used by the State for armories, to provide offices, storage, assembly areas, rifle ranges and classrooms. They are used for non-armories, to provide for maintenance, supply, training and other administrative and logistical requirements.	The 50 States and territories. The State National Guard unit must be Federally recognized. The State must provide real estate for armory projects.
National Guard Military Operations and Maintenance (O&M) CFDA # - 12.401	Project grants provide a combat-ready reserve force in the Army and Air Force National Guard units in the 50 States, District of Columbia, Puerto Rico, Virgin Islands and Guam.	The funds are used by eligible applicants such as States, District of Columbia and territories. The State Adjutant General submits proposed projects in accordance with National Guard Bureau criteria guidelines. After Congress authorizes, approves and appropriates funds and the National Guard Bureau approves the plans; the awards can be made to the State.	The project grants are used by the State for: ARNG and ANG Real Property O&M Projects. Examples include: Environmental Resource Management; Security Guard Activities; Electronic Security System; Telecommunications; Aviation Operations; Automated Target Systems; Fire Protection; Natural and Cultural Resources Management; Air Traffic Control Activities; etc.	The 50 States and territories. The State National Guard unit must be federally recognized.
National Guard Civilian Youth Opportunities CFDA # - 12.404	Formula grant that provides funds to the state for the use of civilian employees in the Kentucky National Guard Youth ChalleNGe Program.	The Secretary of Defense, in agreement with the Governor of the state, provides grant funds to states and territories to fund civilian personnel costs attributable to the use of civilian employees in the conduct of the National Guard Youth ChalleNGe Program.	The grant funds are utilized by the KyNG to fund civilian personnel costs attributable to the use of civilian employees in the conduct of the Kentucky National Guard Youth ChalleNGe Program.	The 50 States and territories. The State National Guard unit must be federally recognized.
Interagency Hazardous Materials Public Sector and Planning Grants CFDA # - 20.703	Project grant to the State to manage hazardous materials accidents and promote planning and training in the response to HAZMAT accidents.	The grant is used by KyEM to encourage planning and conduct training courses for State and local responders to handle hazardous materials accidents and incidents.	The grant is used to improve the capability of communities to plan and respond to accident and incidents involving hazardous materials. Two principal uses: (1) developing, improving and implementing emergency response plans under EPCRA; (2) Support training of Public Sector employees to respond to accidents and incidents involving hazardous materials.	Federal, State and local responsibilities are assisted through the grant. Students and trainees in emergency response and local emergency planning are the program beneficiaries.

Table 1. Programs Subject to Title VI (Continued)

Program By CFDA #	Type of Assistance	Delivery	Coverage	Potential Beneficiaries
Adult Education – State Grant Program CFDA # - 84.002	Formula grant that provides funding to adult education and literacy services.	The grant funds are utilized by the KyNG to fund adult education services in the Kentucky National Guard Youth ChalleNGe Program.	The grant is used to fund the Kentucky National Guard Youth Challenge Program’s adult education and literacy services.	Out of school adults who are 16 years of age or older, who are not enrolled or required to be enrolled in secondary school under State law and who lack mastery of basic educational skills, a secondary school diploma, or unable to speak, read or write the English language.
Centers for Disease Control and Prevention Investigations and Technical Assistance CFDA# 93.283	Project grant to assist the Kentucky Community Crisis Response Board (KCCRB) to assist state and local health authorities and other health related organizations in controlling communicable diseases, chronic diseases and disorders, and other preventable health conditions.	The project grant funds are received through a master agreement with the State Department of Health.	Investigations and evaluation of all methods of controlling or preventing disease and disability are carried out by providing epidemic aid, surveillance, technical assistance, consultation, and program support; and by providing leadership and coordination of joint national, state, and local efforts.	The general population and state/regional coordinators.
National Bioterrorism Hospital Preparedness Program CFDA # - 93.889	Project grant to assist the Kentucky Community Crisis Response Board (KCCRB) in providing training to local communities and Staff.	The project grant funds are received through a master agreement with the State Department of Health.	Increases Regional KCCRT capabilities by training and equipping the 13 regional coordinators statewide in response readiness.	The general population and state/regional coordinators.
Pre-Disaster Mitigation (DM) Competitive Grants CFDA # - 97.017	Provides a consistent source of funding to state, tribal and local governments for pre-disaster mitigation planning and projects primarily addressing natural hazards.	Project grants are applied for by State emergency management agencies or a similar office of the State governments.	Funding these plans and projects reduces overall risks to populations and structures and also reduces reliance on funding as a result of actual disaster declarations.	State and local governments.
Flood Mitigation Assistance (FMA) CFDA # - 97.029	Assists State and local communities in implementing measures to reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other structures insurable under the National Flood Insurance Program (NFIP).	The State applies through grant negotiation, State reviews, prioritizes, and selects applications from local communities for funding Planning and Project Grants. FEMA Director allocates funds to the State, and the State distributes subgrants to the communities.	Eligible applicants for Project Grants are State and local communities participating in the NFIP and with a FEMA-approved Flood Mitigation Plan. Suspended communities or communities on probation under the NFIP are not eligible.	States and local communities.
Crisis Counseling CFDA # - 97.032	Provides immediate crisis counseling services, when required, to victims of a major Federally declared disaster for the purpose of addressing mental health problems caused or aggravated by a major disaster or its aftermath.	The project grant is made to the Kentucky Community Crisis Response Board (KCCRB) through a Memorandum of Agreement (MOA).	The grant provides funding for technical assistance and training, as well as short term crisis counseling services to people affected by the disaster. The program is divided into an Immediate Services Program and a Regular Services Program.	Residents of the designated disaster area or persons in the designated area at the time of the disaster.

Table 1. Programs Subject to Title VI (Continued)

Program By CFDA #	Type of Assistance	Delivery	Coverage	Potential Beneficiaries
Disaster Grants - Public Assistance (Presidential Declared) Grants CFDA # - 97.036	Public Assistance is awarded in the form of cost-shared grants which provide assistance to States, local governments, and selected non-profit organizations in alleviating suffering and hardship resulting from major disasters or emergencies declared by the President.	The State Coordinating Officer (SCO) and the Federal Coordinating Officer (FCO) coordinate the delivery of services to state agencies, certain private non-profit organizations, and local governments through their designated Applicant's Agents.	The program provides assistance for debris removal, implementation of emergency and protective measures, and permanent restoration of infrastructures.	State and local government agencies, authorized tribal organizations and critical private non-profit organizations.
Hazard Mitigation Grant (HMGP) CFDA # - 97.039	Provides project grants for State and local governments to implement measures which will permanently reduce or eliminate future damages and losses from natural disasters through safer building practices, improving existing structures and supporting infrastructure.	The State solicits reviews, prioritizes, and selects applications from eligible communities for funding. These are forwarded to FEMA for review. The State submits a funding request after the application review.	HMGP assistance can be used for the acquisition of real property, relocation, demolition, retrofitting and elevation of residential structures, training for building professionals, elevation of residential structures and other mitigation activities.	State agencies, local governments, public entities, private non-profit organizations as defined in 44 CFR Section 206.433.
Chemical Stockpile Emergency Preparedness Program (CSEPP) CFDA # - 97.040	Project grant to enhance emergency preparedness capabilities of the State and local communities at each of the chemical agent stockpile storage facilities in the USA.	Funds are made available to 10 local jurisdictions through the State's Memorandum of Agreement (MOA) process.	CSEPP funds are to be utilized for effective emergency management capabilities in the affected States that surround the Army stockpile locations.	State and local governments and general public.
Emergency Management Performance Grants (EMPG) CFDA # - 97.042	Formula grant that provides funding to assist the development, maintenance, and improvement of State and local emergency management capabilities. May be used to deliver Federal assistance for specified program activities.	EMPG funding is made available to the local emergency management organization through the State's Memorandum of Agreement (MOA) process.	EMPG funds may be used for necessary and essential expenses involved in the development, maintenance, and improvement of State and local emergency management programs.	State and local emergency management organizations and programs. Local government entities are not eligible to apply directly to DHS/FEMA for these funds.
Pre-Disaster Mitigation (PDM) CFDA # - 97.047	Project grant to provide pre-disaster mitigation funding for activities which are part of a comprehensive mitigation program.	The State is encouraged to use grants for the implement the pre-hazard mitigation program. There is an emphasis on "brick and mortar" mitigation projects. FEMA-approved state and local mitigation plans are required for approval of projects.	The State is encouraged to use grants to implement a sustained pre-disaster hazard mitigation program to reduce risk to the population, the costs, and disruption to individuals and businesses caused by severe property damage, and the ever-growing expense to all taxpayers related to Federal disaster relief efforts.	State and local governments and general public.

Table 1. Programs Subject to Title VI (Continued)

Program By CFDA #	Type of Assistance	Delivery	Coverage	Potential Beneficiaries
<p>Disaster Housing Assistance to Individuals and Households in Presidential Declared Disaster Areas (IA) CFDA # - 97.048</p>	<p>Project grant provides financial assistance and, if necessary, direct assistance to individuals and households affected as a direct result of a presidentially-declared major disaster or emergency, who are uninsured or under-insured, have necessary expenses and serious needs, and are unable to meet such expenses or need through other means.</p>	<p>Program activates only after issuance of a presidential declaration. Housing assistance, either financial or direct, may be provided for 1) Temporary Housing, 2) Home Repair, 3) Home Replacement, and 4) Permanent Housing Construction.</p>	<p>The Individual Assistance project grant is a 75/25 grant. The federal government provides 75% coverage and the local/state/individual provides 25% match. Households receive assistance directly from FEMA or through disaster aid programs of other participating federal or state agencies. Grants come to Kentucky, but are not administered by Kentucky.</p>	<p>Individual/Family; Homeowner (located within an area which has been designated as a disaster area by Presidential declaration).</p>
<p>Presidential Declared Disaster Assistance – Disaster Housing Operations for Individuals and Households (Housing) CFDA # - 97.049</p>	<p>Disaster-related housing needs of individuals and households suffering hardship within an area which, by Presidential declaration, has been designated as a disaster area.</p>	<p>Program activates only after issuance of a presidential declaration. Direct assistance under this program is used for temporarily housing disaster victims who lack available housing resources and would be unable make use of potential financial assistance to rent an alternative place to live.</p>	<p>Housing assistance is 100% direct payment to individual/family. Grants come to Kentucky, but are not administered by Kentucky.</p>	<p>Individual/Family (located within a Presidentially – declared emergency or disaster area).</p>
<p>Presidential Declared Disaster Assistance to Individuals and Households – Other Needs (Other Needs) CFDA # 97.050</p>	<p>Provides assistance to individuals and households affected by a disaster or emergency declared by the President, and enable them to address necessary expenses and serious needs, which cannot be met through other forms of disaster assistance or through other means, such as insurance.</p>	<p>Program activates only after issuance of a presidential declaration. “Other Needs Assistance” may be provided for the following 1) Medical, 2) Dental, 3) Funeral, 4) Personal Property, 5) Transportation, and 6) Other Miscellaneous Expenses.</p>	<p>Other Needs Assistance is a 75/25 grant. The federal government provides 75% coverage and the local/state/individual provides 25% match. Individual/Households receive assistance directly from FEMA or through disaster aid programs of other participating federal or state agencies. Grants come to Kentucky, but are not administered by Kentucky.</p>	<p>Individual and family located within an area which, by Presidential declaration, has been designated as a disaster area.</p>
<p>Homeland Security Grant Program CFDA # - 97.067</p>	<p>Formula grants to enhance the capacity of State and local emergency responders to prevent, respond to and recover from a weapon of mass destruction (WMD) terrorism incident involving chemical, biological, radiological, nuclear and explosive devices and cyber attack.</p>	<p>The grants are made available to State and local emergency management/response organizations through the State’s Memorandum of Agreement (MOA) process.</p>	<p>The grants integrate the following 5 programs:</p> <ul style="list-style-type: none"> • State Homeland Security Program (SHSP) • Urban Area Security Initiative (UASI) • Law Enforcement Terrorism Prevention Program (LETPP) • Citizens Corps Program (CCP) • Metropolitan Medical Response System (MMRS) 	<p>State and local governments.</p>

Table 1. Programs Subject to Title VI (Continued)

Program By CFDA #	Type of Assistance	Delivery	Coverage	Potential Beneficiaries
Earthquake Grant CFDA # 97.082	Project grant that provides support for the Kentucky Earthquake Preparedness Program.	The grant is used by KyEM to support earthquake planning and exercise activities, mitigation project development, and printing of earth information materials.	The grant is used to improve the ability of all Kentuckians to prepare for and survive a catastrophic earthquake with pre-planning by government and individuals.	State and local governments.
Repetitive Flood Claims (RFC) CFDA # - 97.092	Project grants for activities that reduce or eliminate the long-term of flood damage to structures, insured under the National Flood Insurance Program (NFIP), that have had one or more claims for flood damages. This may include the acquisition of insured structures for the purpose of converting flood-prone land back to open space use.	State emergency management agencies or a similar office (i.e., the office that has primary emergency management or floodplain management responsibility) of the State.	The funds are used to reduce or eliminate the long-term risk of flood damage to structures to include the possibility of acquiring insured structures for the purpose of converting flood-prone land back for open space use.	States, communities, and land/property owners.

(7) COMPLAINT PROCEDURES

- (a)** An individual or client may file a complaint alleging discrimination against a facility of the DMA service delivery system (Attachment 3). The following outlines the procedures for filing a complaint.

1. How to file a complaint.

- a) Complaints must be filed in writing.
- b) The complaint form can be filled out by the complainant or by his/her representative, or by the Title VI Coordinator.
- c) If the complainant is unwilling to complete the complaint form, he/she may write, or have written, a letter stating the circumstances of the complaint. The complaint form must then be filled out by the Title VI Coordinator and should be attached to the complainant's letter.
- d) The Local Coordinator at each facility or contracting agency has the primary responsibility for receiving, acknowledging and investigating complaints and for reporting the findings.
- e) The Local Coordinator must notify the Division Coordinator immediately when a complaint is filled.
- f) The Local Coordinator for the facility or agency should retain a copy of the form for their file.
- g) All levels of the DMA service delivery system will ensure that individuals with limited English proficiency (LEP) are provided meaningful access to complaint procedures.

2. Where to file a complaint.

- a) A complaint alleging discrimination against a facility of the DMA service delivery system may be filed by a client as an internal complaint or as an external complaint, i.e., a complaint may be filed at the (1) local level (Local Coordinator), (2) Department level (Division Coordinator), or (3) the federal level (Regional Office for Civil Rights, U.S. Department of Health and Human Services). The first two avenues for complaint filing are internal and the third is external to the Department.
- b) The Local Coordinator at each facility or contracting agency has the primary responsibility for receiving, acknowledging, and investigating complaints and for reporting the findings.

- c) Complaints that are initially received in Frankfort by Title VI Division Coordinators will be remanded to the appropriate local facility or agency where the complaint originated. Unless an external complaint is being filed, all complaints must be filed at the local level. Experience shows that the complaints have a good probability of being resolved at the level where they arose. Thus, no complaint should bypass the first, or local, level.

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3. Time frame for processing a complaint.

- a) When a complaint is received at the local level, the Local Coordinator (or designee) will conduct and complete a fact-finding investigation within thirty (30) calendar days of receipt of the complaint and report the findings to the facility or agency director.
- b) If the report includes a finding of violation of Title VI, the facility should include any proposed remedial action in the report. Within five (5) calendar days after this report, the written findings will be given to the complainant. Complainant's rights to appeal (including instruction for filing) will also be provided at this time.
- c) According to federal regulations, a federal complaint (to the U.S. Department of Health & Human Services) must be filed no later than 180 calendar days after the alleged discrimination occurred. However, to allow a complainant time to file sequentially within the Department and external to the Department if he/she chooses, the complaint should be filed at the local level no later than 30 calendar days after the alleged discrimination occurred. If it is filed beyond the 30 calendar day period, the facility is encouraged to still investigate and process the complaint at the local level if the filing is prompt enough to allow proceeding to be concluded and leave sufficient time for the complainant to file externally. If a complainant wishes to appeal a finding or the proposed remedial action by the agency at the local level, he/she should do so within the next 30 calendar day period, the Department may still proceed if the proceedings can be concluded and leave sufficient time for the complainant to file externally. If, after appealing to the Department level in Frankfort, a complainant remains unsatisfied with the findings or proposed remedial action, then he/she still has time to file externally, with the U.S. Department of Health and Human Services, within their stated time limit of 180 calendar days.

4. Withdrawal of a complaint.

- a) The complainant may withdraw his/her complaint at any time during the process by notifying in writing the office where the complaint was first filed or the Title VI Division Coordinator.
- (b) The following information outlines the DMA procedures relating to investigations; report of findings, hearing and appeals.

1. An appeal by a complainant regarding a finding made at the local level may be filed at the Department level (Division Coordinator), in Frankfort. This appeal opportunity constitutes the second, and last, level in the Department's internal complaint system.
2. When an appeal is filed, the Title VI Division Coordinator, in cooperation with the Executive Director/or designee, has broad latitude to review an appeal case and make a finding. Procedures can include, but are not limited to, discussing the complaint with the complainant, the alleged offender, and the initial reviewer, to determine the facts. When an appeal is concluded, a copy of the findings will be sent to the Local Coordinator where the complaint originated. The complainant will then be informed of the findings by the DMA.
3. When a finding is appealed from the local level to the Division Coordinator in Frankfort, a copy of the complaint, the findings, the proposed action, and the request for appeal must be forwarded by the Local Coordinator to the Division Coordinator within ten (10) calendar days after the date of the appeal. Any coordinator handling complaints must maintain a Title VI complaint log to show identifying information, type, and status of each complaint filed at his/her level.
4. The Division Coordinator must conduct and complete fact-finding within thirty (30) calendar days after receipt of the appeal and convey the findings in writing, to the concerned parties. At this point, a complainant who wishes to pursue the complaint may choose to appeal the charges to the federal level, i.e., the U.S. Department of Health and Human Services. These appeal rights should be explained to the complainant at this time. If a complaint is filed both within the Department and external to the Department (i.e., federal level) during the same time, the external complaint supersedes the internal complaint filing; accordingly the local level or Departmental level complaint procedures will be suspended pending outcome of the external, or federal, complaint.

(8) COMPLIANCE/NONCOMPLIANCE REPORTING

- (a) The DMA seeks the cooperation of recipients in obtaining compliance with Title VI civil rights regulations. The agency provides assistance and guidance to recipients to assist them to comply voluntarily. Each recipient must keep records and file reports that allow DMA to ascertain whether the recipient is in compliance with the regulations. Any subrecipient of assistance must keep similar records and make reports available to the primary recipient. The following sections outline the Department's plans to regulate, monitor, review and report on the federal programs to assure compliance.
 1. For the purpose of monitoring compliance activities, the Department will maintain a task force comprised of Central Office staff that will meet at least once a year to review the prior year's activities. This yearly meeting will focus primarily on complaints filed during the year. Any significant problems of general compliance will also be addressed.

2. Initial (first time) and annual (ongoing) reviews will be conducted by Local Coordinators and the contract agencies, using FEMA Form 14-4, "Local Civil Rights Compliance Checklist" (Attachment 4). If Title VI deficiencies are noted, prompt and corrective action will be taken.

(b) Actions to be taken by the DMA upon a finding of noncompliance, include the following:

1. Processing - Any subrecipient found guilty of violating the provisions of Title VI shall be given a written notice. Failure to eliminate further discrimination within thirty (30) days of receipt of notice will be considered as a violation of the terms of the contract and a basis for contract suspension, termination or rejection.

If a state employee is found guilty of any discrimination practice based on Title VI provisions, it is recommended that the employee receive progressive discipline. For example, a verbal reprimand may be given for the first offense, a written reprimand may be placed in his/her personnel file for the second offense, and a suspension without pay (from one to as many as thirty days, pending on the violation) may be issued for the third offense. A fourth offense should be considered as sufficient grounds for dismissal.

2. Reporting – The DMA shall keep records of any subrecipient found guilty of violating provisions of Title VI. The Division of Emergency Management will annually report the number of compliance reviews conducted during the fiscal year to FEMA.
3. Resolution – If it is determined that an act of discrimination or other form of noncompliance has occurred, the DMA will attempt to resolve the matter by informal means whenever possible. If it is determined that the matter cannot be resolved by informal means, further action is described in Clause (vii) to the Department's Master Agreement Clauses (Attachment 2).
4. Enforcement of Corrective Actions - The enforcement procedure by DMA for termination of the contracting agency from participation as a recipient of federal financial assistance will be in accordance with the enforcement procedure contained in 45 C.F.R. 80.9, 80.10 and 80.11.
5. Monitoring of Programs – The DMA utilizes the FEMA Form 14-4 and 14-5 to monitor the programs at the state and subrecipient level (Attachment 4).

(9) AGENCY TRAINING PLAN

- (a) Employees of the DMA facilities and agencies will also receive some orientation regarding the obligations and rights involved in the Title VI program. The training plan provides for all employees to be continually appraised of their responsibility to render a high quality of service to all clients regardless of their race, color, or national origin.

- (b) The DMA will offer Title VI in-service training programs for all employees to improve staff capability and augment knowledge and effectiveness. For state operated facilities, this might best be accomplished by the respective Personnel sections, but ultimately it is the responsibility of the Local Coordinator.

(10) TITLE VI PLAN EVALUATION PROCEDURES

- (a) The Department of Military Affairs (DMA) task force will monitor, review and report the number of complaints filed or significant problems of general compliance determined during the year to the Executive Director for Management and Administration.
- (b) The following are the DMA Title VI Plan Evaluation Procedures.
 1. The DMA will annually review the Title VI Plan and provide updates, corrections or changes to the Auditor of Public Accounts and the Kentucky Commission on Human Rights by 1 July of each year.
 2. Identify any existing needs or plan deficiencies. The annual review by the DMA and the Auditor of Public Accounts, annual Report on Compliance with Civil Rights Laws will provide a basis for the identification of plan deficiencies. The following are deficiencies or updates identified during the annual review of the Plan:
 - a) Deleted numbers of states under Chemical Stockpile Emergency Preparedness Program (CSEPP) CFDA # - 97.040 since the number of participating states is diminishing due to destruction of weapon stockpiles and changes throughout the year;
 - b) The makeup of the Kentucky Emergency Response Commission (KYERC) dropped from 8 percent minority membership to 4 percent minority membership over the past year – see Section (13) (b).
 3. Maintain written progress reports. All taskforce and progress reports will be maintained in the office of the Title VI Advisor for the DMA.
 4. Describe corrective procedures. When identified, corrections to the DMA Title VI Plan will be promulgated no later than the next annual Title VI plan update, submitted to the Auditor of Public Accounts Office by 1 July and to appropriate Department officials. Corrections to the DMA Title VI Plan for the annual update due July 1, 2011 include the following:
 - a) Changes identified in Section (10) (b) 2. above were made in this update.

(11) PUBLIC NOTICE AND OUTREACH

- (a) The DMA will provide public notice and outreach to inform persons about the following items:

1. Title VI Plan - The agency will provide information concerning the DMA Title VI Plan to employees of the Department through in-service training. Information will be provided to subgrantees through the contracting process. Clauses have been included in Section 6.01 Non-discrimination of the Master Agreement Clauses (Attachment 2).
2. Complaint Procedures – Information concerning the filing of a complaint with the Division will be provided to employees of the Department through in-service training. Information concerning the filing of a complaint will be provided to subgrantees through the contracting process, applicant’s agent briefings and public information campaigns (Attachment 4).
3. Nondiscrimination Policy – Information concerning the DMA nondiscriminatory policy will be provided to employees of the Department through in-service training. Information concerning the Department’s nondiscriminatory policy will be provided to subgrantees through the contracting process, applicant’s agent briefings and public information campaigns (Attachment 4)
4. Programs and Services - Information concerning the Title VI programs and services will be provided to employees of the Department through in-service training. Information concerning the Department’s Title VI programs and services will be provided to subgrantees through the contracting process, applicant’s agent briefings and public information campaigns (Attachment 4 and Attachment 5).
5. Limited English Proficiency (LEP) - An evaluation was conducted for all programs listed in section (6) Programs Subject to Title VI of this plan utilizing a four factor analysis to ensure meaningful access for limited English proficiency (LEP) applicants and beneficiaries. The four factors include:
 6. • Number or proportion of LEP individuals;
 7. • Frequency of contacts;
 8. • Nature and importance of the program or activity; and
 9. • Resources available.

From this analysis two programs are identified as serving populations that meet the majority of the requirements. The program entity and affiliated grants are:

- a) Kentucky Community Crisis Response Board (KCCRB)
 - 1) Centers for Disease Control and Prevention – CFDA# 93.283
 - 2) National Bioterrorism Hospital Preparedness Program – CFDA# - 93.889
 - 3) Crisis Counseling – CFDA# - 97.032
 - 4) Kentucky Community Crisis Response Board (KCCRB) has staff members that provide limited English proficiency support or have local contacts to provide services.
- b) Kentucky Division of Emergency Management
 - 1) Disaster Grants – Public Assistance (Presidential Declared) – CFDA# - 97.036
 - 2) Pre- Disaster Mitigation (DM) Competitive Grants – CFDA# - 97.017

- 3) Disaster Housing Assistance to Individuals and Households in Presidential Declared Disaster Zones – CFDA# - 97.048
 - 4) Presidential Declared Disaster Assistance – Disaster Housing Operations for Individuals and Households - CFDA# - 97.049
 - 5) Presidential Declared Disaster Assistance to Individuals and Households – Other Needs – CFDA# - 97.050
- c) The Individual Housing Assistance Grant programs are activated after a presidential declaration and the registration is accomplished on-line through a 1-800 number. The Federal Emergency Management Agency (FEMA) provides limited English proficiency support to the applicants through their service. Any requests for information through the local or Division offices are referred to the FEMA on-line registration system.
- (b) The DMA contact person responsible for distribution of information relating to item (a) of subsection (11) Public Notice and Outreach is listed below.

Name: Steven P. Bullard
Title: Director of the Division of Administrative Services
Address: Department of Military Affairs
Boone National Guard Center
Frankfort, KY 40601
Telephone Number: (502) 607-1738

(12) RECORDKEEPING AND REPORTING

- (a) Record-keeping and reporting procedures for the DMA Title VI process include the following:
1. Filing and Processing of Complaints - The Division Coordinators will prepare an annual summary of their respective Division's monitoring activities and complaint processing. The reports will be submitted annually to the Title VI Advisor. Copies of the report will be provided for the Executive Director, Office of Management and Administration. Copies will be maintained on permanent file and will be available for audit where appropriate. The permanent records will be maintained by the respective Division Coordinator.
 2. Title VI Plan Administrative Data or Records – The Title VI Plan and any administrative data or records will be maintained in the DMA Office of Management and Administration.
 3. Date Sheets, Complaint Logs, Performance Reports, Standardized Forms and Retention of Records – The forms, data sheets, reports and records will be maintained by the respective Divisions.
- (b) Changes to subsections (8) and (9) of this section of the plan shall be identified in this subsection. (No changes to subsections (8) and (9) of this section of the plan are

submitted at this time.)

- (c) Participation of protected parties in the Title VI programs and activities (See (13) (c)) were provided with information concerning the program through in-service training.

(13) MINORITY REPRESENTATION ON PLANNING AND ADVISORY BODIES

- (a) Whenever a planning or advisory body, such as a board or committee is an integral part of the recipients program, the facility or agency should take such steps as are necessary to ensure that minorities are notified of the existence of such bodies and are provided equal opportunity to participate as members.
- (b) Where members of a board or committee are appointed by the facility and where minorities comprise as much as 5% of the catchment’s area or the surrounding community, the facility or agency must appoint a minority representative to serve on the board or committee.

BOARD/COMMITTEE	MEMBERS	MINORITY REPS	PERCENTAGE
Kentucky Emergency Response Commission* (KYERC)	25	1	4%
Kentucky Community Crisis Response Board* (KCCRB)	17	1	5%

* Board appointments are by statute made by the Governor’s Office.

- (c) The summary of racial origins for the Department of Military affairs includes the following permanent and Non P-1 employees:

RACE/NATIONAL ORIGIN	NUMBER
White Male	368
White Female	256
Black Male	36
Black Female	20
Hispanic Male	1
Hispanic Female	0
Asian Male	2
Asian Female	0
American Indian Male	2
American Indian Female	3
Unknown Male	1
Unknown Female	1
TOTAL	690

ATTACHMENT 1

**FEMA ASSURANCES AND
CERTIFICATIONS**

FEDERAL EMERGENCY MANAGEMENT AGENCY SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS		O.M.B. No. 3067-0208 Expires February 29, 2004
FOR FY	CA FOR (Name of Applicant)	
<p>This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.</p> <p>An applicant must check each item that they are certifying to:</p> <p>Part I <input type="checkbox"/> FEMA Form 20-16A, Assurances-Nonconstruction Programs</p> <p>Part II <input type="checkbox"/> FEMA Form 20-16B, Assurances-Construction Programs</p> <p>Part III <input type="checkbox"/> FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements</p> <p>Part IV <input type="checkbox"/> SF LLL, Disclosure of Lobbying Activities (If applicable)</p> <p>As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.</p>		
Typed Name of Authorized Representative		Title
Signature of Authorized Representative		Date Signed
<p>NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.</p> <p>The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)</p>		
Paperwork Burden Disclosure Notice		
<p>"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0208). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.</p>		

FEMA Form 20-16, FEB 01

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

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| <p>1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.</p> <p>2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.</p> <p>3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.</p> <p>4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.</p> <p>5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.</p> <p>6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.</p> <p>7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.</p> <p>8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).</p> | <p>9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.</p> <p>10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 38-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.</p> <p>11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.</p> <p>12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> |
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13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

FEMA Form 20-16B (BACK)

Attachment 2

Master Agreement Clauses, Section 6.01 Non-discrimination

Article I. Scope, Purpose, and Authority

Section 1.01 General

(a) The Kentucky Division of Emergency Management, in the exercise of its lawful duties, has determined that the functions outlined in this Contract are necessary for the performance of the statutory and regulatory requirements of the Division of Emergency Management, Department of Military Affairs, General Government Cabinet.

(b) This Contract implements elements of a federal grant program from the United States Department of Homeland Security, Catalog of Federal Domestic Assistance number 97.036, Public Assistance Grant for which the Kentucky Division of Emergency Management is the grantee within the Commonwealth of Kentucky.

(c) All subrecipients/subgrantees of federal grant money disbursed under this Contract are required, under OMB Circular A-133, to have an audit conducted annually if they expend \$500,000 or more in total federal grant money during the subrecipient's/subgrantee's fiscal year. All subrecipients/subgrantees that are signatories to this Contract must ensure that an annual audit is performed and provide a copy of their annual audit to the Kentucky Division of Emergency Management no later than 30 days after receipt of the final audit report.

Article II. Identification & Obligations of the Parties

Section 2.01 First Party

The Kentucky Dept. of Military Affairs, Division of Emergency Management (as the First Party), in the exercise of its lawful duties, has determined that the functions outlined in this Contract and in the attachment(s) thereto, are necessary for the performance of the statutory and regulatory requirements of the Division of Emergency Management.

Section 2.02 Second Party

The second party, is the contractor as defined by KRS 45A.030 (9) and agrees that it is willing, available and qualified to perform the scope of work as detailed in this contract and as specifically outlined.

Section 2.03 Subcontractor Requirement

The Second Parties agree that all requirements of this contract shall also be applicable and binding on any subcontractor (subject to First Party approval) the Second Parties contract with to meet the statement of work, method of payment, and deliverables of this contract.

Section 2.04 Extensions and Amendments to this Contract

The terms and conditions of this contract may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.

Section 2.05 Choice of Law and Forum Provision

The laws of the Commonwealth shall govern all questions as to the execution, validity, interpretation and performance of this contract. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky. However, see Section 6.13 for exception regarding United States.

Section 2.06 Sole Benefit

This Contract is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government and is not intended to create any other beneficiaries.

Section 2.07 Successors and Assigns

This Contract may not be assigned by a party without the express written consent of the other party. All covenants made under this Contract shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Section 2.08 Entire Contract

This Contract forms the entire contract between the parties as to scope and subject matter of this Contract. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Contract.

Section 2.09 Severability

If any provision of this Contract is held judicially invalid, the remainder of the Contract shall continue in force and effect to the extent not inconsistent with such holding.

Section 2.10 Waiver of Breach

If a party waives enforcement of any provision of this Contract upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

Section 2.11 Data Collection/Analysis Limitations

No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this Contract.

Section 2.12 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions

The Second Parties hereby certify the following by signing this contract:

(i) That neither they nor their principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(ii) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation in writing to the First Party.

Section 2.13 Campaign Finance

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 2.14 Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Contract.

Section 2.15 Liability and Indemnity

Nothing in this Contract shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Contract. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Contract shall be determined according to applicable law.

Article III. Identification of the Object or Subject Matter of the Contract

Section 3.01 Purpose and Scope

This contract implements elements of a federal grant program, "Public Assistance Grant," authorized by Catalog of Federal Domestic Assistance number 97.036, and administered by the First Party.

Section 3.02 Performance Specifications

(a) Documentation of the allowable costs incurred due to the effects of a federally declared disaster. This documentation will include, but not be limited to, financial documentation of the

expenses related to these activities in order for the Second Party to receive reimbursement of the federal and state shares of these expenses, specified in 44 CFR Section 206.

(b) Provide quarterly update reports on the progress of the project.

Section 3.03 Scope of Services / Scope of Work

The Second Party shall file for this reimbursement grant in accordance with the regulations contained in 44 CFR Section 206 N and only in the manner and locations specified in the Second Party's application to the Federal Emergency Management Agency.

Article IV. Consideration and Conditions for Payment

Section 4.01 Total Amount of Contract and Contract Period

The Second Party fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Section 4.02 Earliest Date of Payment

No payment on this contract shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695(7) to wit payments on personal service contracts and memoranda of contracts 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.

Section 4.03 Payments

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party. The preferred method of payment will be through electronic funds transfer.

Section 4.04 Other Expenses

(a) The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the expense.

(b) Where applicable:

- (i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.
- (ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.
- (iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

Section 4.05 Travel

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this contract. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates

Section 4.06 Social Security

The Second Parties and all other parties so contracted for services under the scope of service of this contract agree that they are cognizant that the First Party is not liable for Social Security contributions pursuant to 42 U.S Code, Section 418, relative to the compensation of the Second Parties during the effective dates of this contract.

Section 4.07 Financial Management System

- (a) Applicable only to contract contracts where reimbursement is based upon actual, allowable costs.
- (b) The Second Parties agree to establish and/or maintain a financial management system which shall provide for:
 - (i) Accurate, current, and complete disclosure of the financial results of the functions/services performed under this contract in accordance with the reporting requirements as set forth in this Contract and attachment(s) thereto;
 - (ii) Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances, if applicable, assets, liabilities, expenditures and income;
 - (iii) Effective control over and accountability for all funds, property, and other assets. The Second Parties shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this contract;

(iv) Procedures for determining reasonableness, and allow ability of costs in accordance with the terms and conditions of this Contract and any attachment(s) thereto; and

(v) Accounting records that are supported by source documentation.

Section 4.08 200 KAR 5:314 "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract"

The First Party certifies that it is in compliance with 200 KAR 5:314, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract". "The Second Party contractor as defined in KRS 45A.030(9) 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 contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the contracting agency, the Finance and Administration cabinet, the auditor of public accounts, or the legislative research commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the secretary of the Finance and Administration cabinet as meeting the provisions of KRS 61.878(1) (c) prior to the execution of the contract. The secretary of the Finance and Administration cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services."

Section 4.09 Conflict of Interest Laws and Principles

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing the terms and conditions of this contract will not violate either any conflict of interest statute, KRS 45A.330-45A.340, 45A.990, KRS 164.390, or KRS 11A.040 of the Executive Branch code of ethics, relating to the employment of former public servants.

Section 4.10 Certification of Lobbying

(a) No state funds appropriated to the Second Parties pursuant to this contract shall be used to influence, either directly or indirectly, the introduction or modification of any federal or state legislation, or the outcomes of any federal, state or local election, referendum, or initiative.

(b) In addition, for any payment involving federal funds, the Second Parties certify to the best of their knowledge and belief, that for the receding contract period, if any, and for this current contract period:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Second Parties, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and

the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.

(c) 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 contract, grant, loan or cooperative contract, the Second Party shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(i) The Second Parties shall require that the language of this certification be included in the award documents for all subawards at all tiers, including subcontractors, subgrants, and contracts under grants, loans, and cooperative contracts, and that all subrecipients shall certify and disclose accordingly.

(ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Section 4.11 Violation of tax and employment laws

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

(b) To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

(c) KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

(d) Contractor must check one:

_____ the contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ the contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

Article V. Time of Performance

Section 5.01 Effective Date

All Memorandum of Contracts are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Contracts \$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 only as provided under KRS 45A.700.

Section 5.02 Cancellation clause

- (a) Disputes concerning claims will be addressed in accordance with KRS Chapter 44 and disputes concerning performance will be addressed in accordance with KRS Chapter 45A.
- (b) “Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.”

Section 5.03 Modifications to Contract

The agency reserves the right to modify this contract for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030(2); KRS 45A.210(1); (200 KAR 5:311).

Section 5.04 Notices

Any notice, transmittal, approval, or other official communication made under this Contract shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the other party.

Article VI. Federal Representations and Certifications

Section 6.01 Non-discrimination

- (a) The Second Parties agree that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Second Party's performance under this Contract, on the grounds of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Second Party covenants and agrees to comply with the follow:
 - (i) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 - (ii) Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);

(iii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

(iv) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

(b) DISCRIMINATION (Because of race, religion, color, national origin, sex, age, or disability) PROHIBITED. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the Second Party agrees as follows:

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

(ii) The Second Parties will, in all solicitations or advertisements for employees placed by or on behalf of the Second Parties, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

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

(iv) The Second Parties will comply with all provisions of Presidential Executive Order no. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

(v) The Second Parties will furnish all information and reports required by Presidential Executive Order no. 11246 of September 24, 1965, as amended, and by the rules,

(vi) Regulations and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(vii) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Second Party may be declared ineligible for

further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Presidential Executive Order no. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

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

Section 6.02 Lobbying

(a) The Second Parties agree that they will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative contract; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

(b) The Interim Final Rule, New Restrictions on Lobbying, issued by the United States Office of Management and Budget is incorporated by reference.

Section 6.03 Drug-Free Work Place

(a) The Second Parties agree that they will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.

(b) The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 6.04 Environmental Standards.

(a) The Second Parties agree that their performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1318), that relate generally to inspection, monitoring, entry reports and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National

Environmental Policy Act (NEPA); and any applicable Federal, State, or Local environmental regulation.

(b) The Second Parties shall insure that no facility used in their performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of the First Party. The Second Parties shall notify the Second of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Contract is under consideration for listing on the EPA list of violating facilities.

Section 6.05 Preference for U.S. Flag Carriers

The Second Parties agree to comply with 46 U.S.C. 1241(b) and regulations issued thereunder (46 CFR Part 381) concerning the use of privately-owned United States flag commercial vessels.

Section 6.06 Debarment and Suspension

(a) The Second Parties shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

(b) The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 6.07 Hatch Act

The Second Parties agree to comply with the Hatch Act (5 U.S.C. 1501 -1508 and 7324 - 7328), as implemented by the United States Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officer of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Section 6.08 Buy American Act

The Second Parties agree that they will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction materials. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA), provide the EC and NAFTA end products and construction materials are exempted from application of The Buy American Act.

Section 6.09 Copeland "Anti-Kickback" Act

The Second Parties agree that they will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in United States Department of Labor (29 CFR Part 3). As applied

to this contract, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. Section

6.10 Purchasing and Specifications

The Second Parties certify that he/they will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/they attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph, “He” is construed to mean “They” if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then “He” is construed to mean any person with an interest therein.

Section 6.11 Confidentiality

The Second Parties agree that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the second party by the First Party in the administration of this contract.

Section 6.12 Audit Requirements

If the Second Party is a governmental entity, an institution of higher learning or other nonprofit institution, the Second Party shall procure an audit in accordance with the United State’s Office of Management and Budget (OMB) Circular A-133, as amended. A copy of the Second Party’s audit report(s) shall be submitted to the First Party as so identified and detailed, and in the prescribed timeframes as set forth in this Contract and in the attachment(s) to the contract.

Section 6.13 Applicable Law

This Contract is incidental to the implementation of a federal grant program. Accordingly, this Contract shall be governed by and construed according to Federal law as it may affect the right, remedies, and obligations of the United States.

Section 6.14 Governing Regulations

To the extent not inconsistent with the express terms of this Contract, the provisions of 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and OMB Circular A-87 which are hereby incorporated by reference as if fully set forth herein, shall govern this Contract.

Section 6.15 Procurement

The acquisition of goods and services by the Contractor in performance of this Contract shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (44 CFR, 49 CFR, 32 CFR, others).

Section 6.16 Environmental Requirements

The contractor is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR in the execution and administration of this contract.

Section 6.17 Uniform Administrative Requirements

The contractor will follow the administrative requirements under OMB Circular No.A-102 and 49 CFR.

Section 6.18 Cost Principles

Determination of allowable cost for reimbursements will be determined as outlined in OMB Circular No.A-87 for local governments or OMB Circular No.A-122 for Nonprofit Organizations and other applicable Federal Regulations.

Section 6.19 Contract Work Hours and Safety Standards Act

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 327-330) as supplemented by Department of Labor Regulation.

Section 6.20 Patent Rights

This standard Patent Right Clause found at 37 CFR 401.12 is hereby incorporated by reference which governs rights to inventions made by non-profit organizations and small business firms under Government grants, contracts, and cooperative contracts.

ATTACHMENT 3

COMPLAINT FORM

TITLE VI COMPLAINT FORM

The purpose of this form is to assist you in filing a Title VI complaint with the Department of Military Affairs. You are not required to use this form; a letter with the same information is sufficient. However, the information requested in the items marked with an asterisk (*) must be provided, whether or not the form is used.

1.* State your name and address.

Name: _____
 Address: _____
 _____ Zip _____
 Telephone No: Home: () _____ Work: () _____

2.* Person(s) discriminated against, if different from above.

Name: _____
 Address: _____
 _____ Zip _____
 Telephone No: Home: () _____ Work: () _____
 Please explain your relationship to this person(s). _____

3.* Agency and Department or program that discriminated.

Name: _____
 Any individual if known: _____
 Address: _____
 _____ Zip _____
 Telephone No: () _____

4.* Non-employment: Does your complaint concern discrimination in the delivery of services or in discriminatory actions of the Department or agency in its treatment of you or others? If so, please indicate below the basis on which you believe these discriminatory actions were taken (e.g., "Race: African American" or "Sex: Female").

_____ Race/Color: _____
 _____ National Origin: _____
 _____ Sex: _____
 _____ Religion: _____
 _____ Age: _____
 _____ Disability: _____

<p>5.* <u>Employment:</u> Does your complaint concern discrimination in employment by the Department or agency? If so, please indicate below the basis on which you believe these discriminatory actions were taken (e.g., "Race: African American" or "Sex: Female").</p>
<p>_____ Race/Color: _____</p> <p>_____ National Origin: _____</p> <p>_____ Sex: _____</p> <p>_____ Religion: _____</p> <p>_____ Age: _____</p> <p>_____ Disability: _____</p>
<p>6. What is the most convenient time and place for us to contact you about this complaint?</p>
<p>_____</p>
<p>7. If we are not able to reach you directly, you may give the name and phone number of a person who can reach you and/or provide information about your complaint.</p>
<p>Name: _____</p> <p>Telephone No: () _____</p>
<p>8. If you have an attorney representing you concerning the matters raised in this complaint, please provide the following:</p>
<p>Name: _____</p> <p>Address: _____</p> <p>_____ Zip _____</p> <p>Telephone No: () _____</p>
<p>9.* To your best recollection, on what date(s) did the alleged discrimination take place?</p>
<p>Earliest date of discrimination: _____</p> <p>Most recent date of discrimination: _____</p>
<p>10. Complaints of discrimination must generally be filed within 180 days of the alleged discrimination. If the most recent date of discrimination, listed above, is more than 180 days ago, you may request a waiver of the filing requirement. If you wish to request a waiver, please explain why you waited until now to file your complaint.</p>
<p>_____</p>

13. Do you have any other information that you think is relevant to our investigation of your allegations?

14. What remedy are you seeking for the alleged discrimination?

15. Have you (or the person discriminated against) filed the same or other complaints with offices or subcontractors of this Department?

Yes _____ No _____

Against what agency or program was it filed? _____

Address: _____
_____ Zip _____

Telephone No: () _____

Date of Filing: _____ Agency: _____

Briefly explain the complaint: _____

What was the result? _____

16. Have you filed or do you intend to file a charge or complaint concerning the matters raised in this complaint with any of the following?

- _____ State Division Office
- _____ State or local Human Rights Commission
- _____ Federal or State Court
- _____ U.S. Equal Employment Opportunity Commission

17. If you have already filed a charge or complaint with an agency indicated in #16, above, please provide the following information (attach additional information if necessary).

Agency: _____
Date Filed: _____
Case or Docket Number: _____
Date of Trial/Hearing: _____
Location of Agency/Court: _____
Name of Investigator: _____
Status or Case: _____

Comments: _____

18. While it is not necessary for you to know about funding that the agency or subcontractor you are filing against receives, if you know of any Federal funds or assistance received by the agency or program in which the alleged discrimination occurred, please provide that information below.

19.* We cannot accept a complaint if it has not been signed. Please sign and date this complaint form below.

Signature _____ **Date**

Please add additional sheets to explain the present situation of your complaint.

ATTACHMENT 4

FEMA LOCAL CIVIL RIGHTS COMPLIANCE CHECKLIST

FEDERAL EMERGENCY MANAGEMENT AGENCY LOCAL CIVIL RIGHTS COMPLIANCE CHECKLIST		See Reverse Side for Paperwork Burden Notice	O.M.B. No. 3067-0177 Expires Aug. 31, 1993		
1. POLITICAL SUBDIVISION			2. STATE		
3. LOCAL CONTACT OFFICIAL		4. TITLE	5. TELEPHONE		
Briefly explain all N/A answers on the reverse of this form.					
GENERAL			YES	NO	N/A
6. What method does the local recipient use to inform the public of its nondiscrimination policy in FEMA-assisted programs?					
7. How is the public informed about the right to file complaints alleging discrimination on the basis of race, color, national origin, sex, and handicap? What is the procedure for handling complaints?					
8. Does the local emergency management agency use a means to obtain advice from citizens about civil rights compliance issues?					
9. If such a means or method exists, briefly describe below.					
WARNING AND COMMUNICATIONS					
10. Have reasonable steps been planned to provide that emergency warning and emergency public information and educational materials are issued in a language other than English, where a substantial portion of the population understands such a language or languages?					
11. Have plans and agreements with local television stations or cable systems addressed the need for using special techniques to reach hearing impaired persons?					
12. Have plans addressed the special information needs of persons with visual impairments?					
13. Have courses, meetings and conferences funded in whole or part with FEMA financial assistance been publicized and managed so as not to discriminate on the grounds of race, color, national origin, sex or handicap, and have provisions for such events addressed special needs of disabled persons?					
EVACUATION AND SHELTER					
14. Have provisions been made to identify individuals who will require assistance from place of residence to the congregate care shelter, i.e., persons who are visually or mobility impaired or medically dependant? NOTE: Throughout this section, the word "shelter" means congregate care shelter.					
15. Have plans addressed meeting the special accessibility requirements of disabled persons at shelters and during shelter stays?					
EMERGENCY OPERATING CENTERS					
16. If the community has an Emergency Operating Center constructed or equipped in whole or part through federal financial assistance, is that Center accessible to disabled persons according to standards set forth in the Uniform Fed. Accessibility Standards (41 CFR 101.19-6)?					
DEFICIENCIES NOTED					
17. Where deficiencies have been noted in response to any questions, please describe on the reverse of this form by question number together with proposed corrective action. Are deficiencies listed on the reverse?					
18. ADDRESS WHERE REVIEW WAS CONDUCTED			19. DATE		
20. SIGNATURE OF STATE REVIEWER					

FEMA Form 14-4, AUG 90

REPLACES EDITION OF JUN 88, WHICH IS OBSOLETE

PAPERWORK BURDEN DISCLOSURE NOTICE

GENERAL - The following information is provided pursuant to Public Law 96-511, The Paperwork Reduction Act of 1980, as amended, dated December 11, 1980, to allow the public to participate more fully and meaningfully in the Federal paperwork review process.

AUTHORITY - Public Law 96-511, amended; 44 U.S.C. 3501; and 5 CFR 1320

APPROVAL OF FORMS USED - The forms cited below have been approved by the Office of Management and Budget and assigned OMB approval number 3087-0177, which expires August 31, 1999.

DISCLOSURE OF BURDEN - Public reporting burden for the collection of information entitled "Local Level Civil Rights Compliance Checklist" is estimated to average 2 hours per response, which includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the form. Send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden, to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, S.W., Washington, D.C. 20472; and to the Office of Management and Budget, Paperwork Reduction Project (3087-0177), Washington, D.C. 20503.

REMARKS (List item number for any explanations)

(This area is intentionally left blank for providing remarks.)

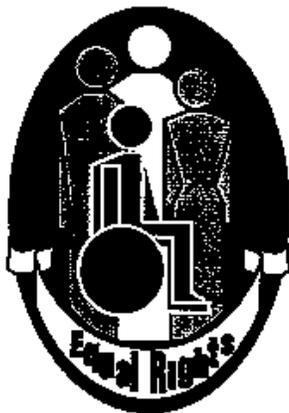
ATTACHMENT 5

PUBLIC INFORMATION



Your Civil Rights and DISASTER ASSISTANCE

All FEMA disaster assistance will be provided without discrimination on the grounds of race, color, sex, religion, national origin, age, disability, or economic status.



If you believe your Civil
Rights are being violated,
CALL

1-800-525-0321

**FEDERAL EMERGENCY MANAGEMENT AGENCY
WASHINGTON, D.C.**

- How, why, and when you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination. Include names of individuals whom you allege discriminated against you, if you know them.
- The names of any persons, if known, that FEMA could contact for additional information to support or clarify your allegations.

What will FEMA do with my complaint?

Once a complaint is filed, it will be reviewed by FEMA to determine whether it has jurisdiction to investigate the issues you have raised. If your complaint is accepted, FEMA will investigate it and attempt to resolve any violations that are found. If negotiations to correct a violation are unsuccessful, enforcement proceedings may be instituted.

What if I am retaliated against for asserting my rights or filing a complaint?

You should be aware that a recipient or a Federal agency is prohibited from retaliating against you or any person because he or she opposed an unlawful policy or practice, or made charges, testified, or participated in any complaint action under a Civil Rights law. If you believe that you have been retaliated against, you should immediately contact FEMA's Office of Equal Rights.

Federal Emergency Management Agency
Office of Equal Rights

Your Civil Rights And Disaster Assistance

"The distribution of supplies, the processing of applications, and other relief and assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status."

Robert T. Stafford Disaster Relief and Emergency Assistance Act, P. L. 93-288, as amended



Federal Emergency Management Agency
Office of Equal Rights
500 C Street S.W., Room 407
Washington DC 20472

(202) 646-3535
(202) 646-2745 (TTY/TDD)
(202) 646-4320 (FAX)

The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Stafford Act) is the law that authorizes Federal assistance when the President declares a State to be a disaster area. Section 308 of the Stafford Act protects individuals from discrimination on the basis of their race, color, religion, nationality, sex, age, or economic status in all disaster assistance programs. Section 309 of the Stafford Act applies these nondiscrimination provisions to all private relief organizations participating in the response and recovery effort.

In addition, Title VI of the Civil Rights Act of 1964 also protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive Federal financial assistance. Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects individuals with disabilities from discrimination in all programs receiving funds from the Federal government or operated by the Federal government.

What forms of discrimination are prohibited by Civil Rights laws?

There are many forms of illegal discrimination that can limit the opportunity of people to gain equal access to services and programs. Among other things, in operating a FEMA-assisted program, a recipient (state or local government or agency that receives Federal disaster funds from FEMA) cannot, on the basis of race, color, religion, nationality, sex, age, or economic status, either directly or through contractual means:

- Deny program services, aids, or benefits;
- Provide a different service, aid, or benefit, or provide them in a manner different than they are provided to others; or,

- Segregate or separately treat individuals in any matter related to the receipt of any service, aid, or benefit.

These prohibitions also apply to FEMA itself in its operation of Federally conducted programs.

What if I have a Civil Rights complaint?

Each Federal agency that provides Federal financial assistance is responsible for investigating complaints of discrimination in the use of its funds.

If you believe that you or others protected by Civil Rights laws have been discriminated against in receiving disaster assistance, you may contact one of FEMA's Equal Rights Officers (ERO), who has the job of ensuring equal access to all FEMA disaster programs. The ERO will attempt to resolve your issues. You may reach the ERO by calling FEMA's Helpline at (800) 525-0321.

If the matter is not resolved, you may file a complaint with FEMA. A signed, written complaint should be sent to the Office of Equal Rights, generally within 180 days of the date of the alleged discrimination.

The complaint must include:

- Your name, address, and telephone number. Your complaint must be signed. If you are filing on behalf of another person, include your name, address, telephone number, and your relationship to that person (e.g., friend, attorney, parent, etc.).
- The name and address of the agency, institution, or department you believe discriminated against you.

EQUAL OPPORTUNITY IS THE LAW

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

- Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and
- Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity;
- Providing opportunities in, or treating any person with regard to, such a program or activity; or
- Making employment decisions in the administration of, or in connection with, such a program or activity.

What To Do If You Believe You Have Experienced Discrimination:

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

_____ or _____

_____ Director
Civil Rights Center
U.S. Department of Labor
Room N-4123
200 Constitution Avenue, NW
Washington, DC 20210

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with the CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution you may file a complaint with the CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.



Department for Employment Services
Equal Opportunity Officer
275 East Main
Frankfort, Kentucky 40601
(502) 564-5331 (phone)
(502) 564-7452 (fax)
(502) 564-7456 (TTY)



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