

March 2, 2023

Board of County Commissioners
Clackamas County

BCC Agenda Date/Item:

Members of the Board:

Approval of a Federal Subrecipient Agreement with the Clackamas County Circuit Court to provide a Court Clerk to assist with restraining orders at A Safe Place Family Justice Center. Grant Value is \$246,251 for 2 years & 9 months. Funding is through the US Department of Justice Office on Violence Against Women Fiscal Year 2022 Improving Criminal Justice Response Grant. No County General Funds are involved.

Previous Board Action/Review	BCC issues: 2/28/2023		
Performance Clackamas	Provide equitable prevention, early intervention, and system coordination services to children and families to ensure they have safe and stable home environments and academic progress.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Jessica Duke		
Contract No.	971-291-8569		

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests approval of a Federal Subrecipient Grant Agreement with the Judiciary Courts of the State of Oregon/Clackamas County Circuit Court to enhance domestic violence victim safety and offender accountability in cases of sexual assault, domestic violence, dating violence, and stalking by encouraging jurisdictions to work collaboratively with community partners to identify problems and share ideas that will result in effective responses to these crimes. Funding is granted through the Office on Violence Against Women (OVW) Improving Criminal Justice Response (ICJR) to domestic violence. Clackamas County has been a continuous recipient of the ICJR funds have been providing funding to Clackamas County Circuit Court for this program for over 5 years.

Clackamas County Courts will support a part-time Abuse Prevention Court Clerk housed at A Safe Place Family Justice Center. The Clerk will provide primary services, including information to petitioners in the proper preparation, filing, and service of protective orders, assisting judges in reviewing petitioners, training direct staff in successfully completing orders, and producing necessary reports.

The Abuse Prevention Clerk will:

1. Work with 1440 petitioners for protection orders to ensure paperwork is complete and manage the appropriate filing and information about service of petitions;
2. Provide research/consultation as requested/needed for the accurate preparation of orders 1500 times;
3. Provide training on the protective order process and paperwork to 15 new victim advocates;
4. Produce regular reports (Firearms Dispossession and Contested Hearings); and
5. Develop a new comprehensive tracking of protection orders through the system.

This Grant Agreement is effective upon signature by all parties for services from November 1, 2022, through September 30, 2025. This Agreement has a maximum value of \$246,251.

RECOMMENDATION:

Staff recommends that the Board approve this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
FEDERAL SUBRECIPIENT GRANT AGREEMENT 23-011**

Project Name: **Clackamas County Circuit Court – OVW Improving Criminal Justice Response 2022-2025**
Program Number:

This Agreement is between **CLACKAMAS COUNTY**, Oregon, acting by and through its Department of Health, Housing and Human Services (“COUNTY”), and **JUDICIARY COURTS OF THE STATE OF OREGON** (“SUBRECIPIENT”), a Unit of State government.

Clackamas County Data

Grant Accountant: Lorrie Biggs	Program Manager: Sarah Van Dyke
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5421 lbiggs@clackamas.us	Children, Family and Community Connections 111 12 th Street Oregon City, OR 97045 (971) 284-3445 svandyke@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Debbie Spradley	Program Representative: Gina Setter
Clackamas County Circuit Court 5 th Judicial District 807 Main Street Oregon City, OR 97045 (503) 655-8447 Debbie.D.Spradley@ojd.state.or.us	Clackamas County Circuit Court 5 th Judicial District 807 Main Street Oregon City, OR 97045 (503) 655-8447 Gina.L.Setter@ojd.state.or.us
UEI: LHXMJL8CTNW5	

RECITALS

1. Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and elder abuse have significant impact on the health and welfare of the residents of Clackamas County.
2. The mission of the Clackamas County Circuit Court 5th Judicial District (“SUBRECIPIENT”) is to provide fair and accessible justice services that protect the rights of individuals, preserve community welfare, and inspire public confidence. The Civil Court provides access to protective and restraining orders for domestic violence, sexual assault, stalking and elder abuse.
3. Clackamas County desires to have its citizens share in the benefits of SUBRECIPIENT resources to enhance victim safety through the provision of protective order assistance in cases of domestic violence, sexual assault, dating violence, elder abuse, and stalking. This Subrecipient Grant Agreement (“Agreement”) will help SUBRECIPIENT fund a Court Clerk that will be stationed at A Safe Place Family Justice Center in Oregon City and will provide information to survivors as they seek safety from abuse. Primary services include providing information to petitioners in the proper preparation, filing, and service of protective orders, assisting the judge in review of petitions,

training direct services staff in successful completion of orders, and production of necessary reports to track firearms dispossession and other related matters.

NOW THEREFORE, according to the terms of this Agreement COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on September 30, 2025, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **November 1, 2022**, and expiring **September 30, 2025** (the “Period of Performance”), subject to additional restrictions set forth below and in the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in attached **Exhibit A: Subrecipient Statement of Program Objectives**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Department of Justice Office on Violence Against Women award # 15JOVW-22-GG-01835-ICJR that is the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the Department of Justice, including but not limited to those set forth in Exhibits G and H, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY’s funding for this Agreement is the FY22 Improving Criminal Justice Response Program Award # 15JOVW-22-GG-01835-ICJR (**Assistance Listing #:16.590**) issued to COUNTY by the Department of Justice The maximum, not to exceed, grant amount that COUNTY will pay is **\$246,251**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in **Exhibit B – Subrecipient Program Budget, Exhibit D – Required Financial Reporting and Exhibit D-1– Request for Reimbursement**. Failure to comply with the terms of this Agreement may result in COUNTY withholding payment or pursuing any other remedy available to it under this Agreement. Funds available by fiscal year as follows:
 - a. Fiscal Year 22-23: \$ 75,015
 - b. Fiscal Year 23-24: \$ 84,128
 - c. Fiscal Year 24-25: \$ 87,108
 - d. Total Award: \$246,251
5. **Disbursements.** Disbursements will be made monthly in accordance with the requirements contained in **Exhibits D & D-1**

Funds may be carried over only with express authorization from COUNTY.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. No payment

will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

7. Termination. This Agreement may be suspended or terminated prior to the expiration of its term by:

- a. Thirty (30) days prior written notice provided by one party resulting from material failure by the other party to comply with any term of this Agreement, or;
- b. Mutual agreement by COUNTY and SUBRECIPIENT.
- c. Thirty (30) days prior written notice provided by COUNTY that the Department of Justice has determined that funds are no longer available for the purpose of this Agreement.
- d. Thirty (30) days prior written notice provided by one party that it lacks sufficient funds, as determined by that party, in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances, or any portion of OVW funds for which SUBRECIPIENT has not submitted a timely request for reimbursement in accordance with this Agreement shall remain with COUNTY.

8. Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release one party from any obligation or liability to the other party, or any requirement or obligation that:

- a. Has already accrued hereunder;
- b. Comes into effect due to the expiration or termination of the Agreement; or
- c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

9. Funds Available and Authorized. COUNTY certifies that it has received an award sufficient to pay for this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

10. Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 9.

11. Administrative Requirements. SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with applicable requirements in 2 CFR Part 200, Subpart D—Post Federal Award Requirements, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 45 days.

- a) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel. The key personnel stated in the grant application are Debbie Spradley, Trial Court Administrator and Candice Lucas, Court Clerk..
- b) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.
- c) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the Period of Performance.
- d) **Match.** Matching funds are not required for this Agreement.
- e) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the **Exhibit B: Subrecipient Program Budget.** SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- f) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- g) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in **Exhibit D: Required Financial Reporting and Exhibit D-1: Request for Reimbursement**
- h) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit D: Performance Reporting Schedule** for each period during the term of this Agreement.
- i) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D-1 & F**), performance (**Exhibits E & E-1**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- j) **Unique Entity Identifier and Contract Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier ("UEI"), located at <http://www.sam.gov>.
- k) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Subt. A, Chapter I, Part 180, including but not limited to 180.925. These regulations restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- l) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C:** Lobbying Certificate) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the *Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- m) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>.

Indirect Cost Recovery. SUBRECIPIENT chooses to forego indirect cost recovery on this Agreement.

- n) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Department of Justice to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- o) **Specific Conditions.** SUBRECIPIENT shall submit, a monthly payroll report with each claim for reimbursement for the duration of this award.

- p) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.

- q) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Department of Justice Office on Violence Against Women Award # 15JOVW-22-GG-01835-ICJR, that it understands and accepts those

conditions and certifications, and that it agrees to comply with all the applicable obligations, and be bound by any limitations applicable to COUNTY, as grantee, under those grant documents.

- r) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement.

12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- a) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- c) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d) **Disclosure of Information.** SUBRECIPIENT agrees to take reasonable measures to safeguard any confidential or personally identifiable information (as defined in 2 CFR 200.1 and including but not limited to those internal controls set forth in 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- c) **Contribution.**
 - 1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 14 with respect to the Third Party Claim.
 - 2) With respect to a Third Party Claim for which SUBRECIPIENT is jointly liable with COUNTY (or would be if joined in the Third Party Claim), SUBRECIPIENT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by COUNTY in such proportion as is appropriate to reflect the relative fault of SUBRECIPIENT on the one hand and of COUNTY on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of SUBRECIPIENT on the one hand and of COUNTY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts.

SUBRECIPIENT'S contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the SUBRECIPIENT had sole liability in the proceeding.

- 3) With respect to a Third Party Claim for which COUNTY is jointly liable with SUBRECIPIENT (or would be if joined in the Third Party Claim), COUNTY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by SUBRECIPIENT in such proportion as is appropriate to reflect the relative fault of COUNTY on the one hand and of SUBRECIPIENT on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of COUNTY on the one hand and of SUBRECIPIENT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. COUNTY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if SUBRECIPIENT had sole liability in the proceeding.
- d) **Insurance.** SUBRECIPIENT is a state agency that is self-insured under the state Insurance Fund.
- e) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- f) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- g) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- h) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Marion County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- i) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- j) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- k) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- l) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- m) **Integration.** This Agreement contains the entire Agreement between COUNTY and

SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

- n) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

X	Exhibit A	Subrecipient Statement of Program Objectives
X	Exhibit B	Subrecipient Program Budget
X	Exhibit C	Lobbying Certificate
X	Exhibit D	Required Financial Reporting
X	Exhibit D-1	Request for Reimbursement
X	Exhibit E	Monthly/Quarterly/Final Performance Report
X	Exhibit E-1	Monthly Activity Report
X	Exhibit E-2	Quarterly Work Plan Report
X	Exhibit F	Final Financial Report
X	Exhibit G	Required State and Federal Terms and Conditions
X	Exhibit H	Department of Justice Office on Violence Against Women Special Conditions

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Judiciary Courts of the State of Oregon

By: 

Nancy J. Cozine, State Court Administrator

Nancy Cozine

Printed Name Date

807 Main Street

Street Address

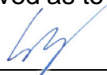
Oregon City, OR 97045

City / State / Zip

CLACKAMAS COUNTY

- Commissioner: Tootie Smith, Chair
- Commissioner: Paul Savas
- Commissioner: Martha Schrader
- Commissioner: Mark Shull
- Commissioner: Ben West

Tootie Smith, Chair Date

Approved as to form:


County Counsel Date

02/09/2023

Date

EXHIBIT A SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVES

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ), Assistance Listing#: 16.590)	AGREEMENT No. 23-011 (H3S 10937)
SUBRECIPIENT: Clackamas County Circuit Court	

BACKGROUND

The Department of Justice Office on Violence Against Women's **Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program** implements certain provisions of the Violence Against Women Act, which was enacted in September 1994 as Title IV of the Violent Crime Control and Law Enforcement Act of 1994, and reauthorized in the Violence Against Women Acts of 2000, 2005, 2013 and 2022.

The program enhances victim safety and offender accountability in cases of sexual assault, domestic violence, dating violence, and stalking by encouraging jurisdictions to work collaboratively with community partners to identify problems and share ideas that will result in effective responses to these crimes. An integral component of the program is the creation and enhancement of a coordinated community response that includes criminal justice agencies, victim services providers, and community organizations that respond to sexual assault, domestic violence, dating violence and stalking.

PROJECT GOALS

SUBRECIPIENT will use funds disbursed under this Agreement to provide a .65 FTE Abuse Prevention Application Court Clerk stationed at A Safe Place Family Justice Center ("ASP-FJC") in Oregon City, OR. The Court Clerk will provide assistance to petitioners and ASP-FJC partners for protection orders (domestic violence, sexual assault, dating violence, stalking, and elder abuse) through the video court program. *Petitioners* are defined as individuals seeking a protective order from SUBRECIPIENT.

Goals:

The Court Clerk will provide support to petitioners at ASP-FJC by:

1. Working with approximately **1440 petitioners** for protection orders to ensure paperwork is complete and manage the appropriate filing and information about service of petitions;
2. Providing research/consultation as requested/needed for the accurate preparation of approximately orders **1500 times**;
3. Providing trainings on protective order process and paperwork to **15 new victim advocates**;
4. Producing **regular reports** (Firearms Dispossession and Contested Hearings); and
5. Developing a new comprehensive tracking of protection orders through the system.

**EXHIBIT B
 SUBRECIPIENT PROGRAM BUDGET**

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ), Assistance Listing #: 16.590)	AGREEMENT No. 23-011 (H3S 10937)
SUBRECIPIENT: Clackamas County Circuit Court	

EXHIBIT B: SUBRECIPIENT PROGRAM BUDGET		
Organization:	Clackamas County Circuit Court	
Funded Program Name:	Court Clerk	
Program Contact:	Gina Setter	
Agreement Term:	Nov 1, 2022 - Sept 30, 2025	
Agreement # 10937	Approved	Approved
Approved Award Budget Categories	Award Amount	Match Amount
Personnel (List salary, FTE & Fringe costs for each position)		<i>No match is required on this award</i>
Court Clerk salary (.65 FTE)	\$ 133,802.00	
Court Clerk Fringe	\$ 41,284.00	
Court Clerk health benefits	\$ 71,165.00	
Total Personnel Services	\$ 246,251.00	
Administration		
Supplies		
Utilities		
Travel		
Training	\$ -	
Travel/Mileage	\$ -	
Additional (please specify)		
Total Programmatic Costs	\$ -	
Total Grant Costs	\$ 246,251.00	

**EXHIBIT C
LOBBYING CERTIFICATE**

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ), Assistance Listing #: 16.590)	AGREEMENT No. 23-011 (H3S 10937)
SUBRECIPIENT: Clackamas County Circuit Court	

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

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 by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). 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 each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Clackamas County Circuit Court

15JOVW-22-GG-01835-ICJR

Organization Name

Award Number or Project Name

Nancy Cozine, State Court Administrator

Name and Title of Authorized Representative



Signature

2/8/2023

Date

EXHIBIT D
REQUIRED FINANCIAL REPORTING

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ), Assistance Listing #: 16.590)	AGREEMENT No. 23-011 (H3S 10937)
SUBRECIPIENT: Clackamas County Circuit Court	

1. SUBRECIPIENT will submit a monthly Request for Reimbursement referencing grant agreement number 23-011 and contract **#10937**.
2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by October 15, 2025 for September 30, 2025 expenses.
3. Reimbursements shall be based on actual costs authorized in **Exhibit B: Subrecipient Program Budget** of this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration, where applicable. This documentation should be readily available for review upon request or site visit by COUNTY, State of Oregon officials, and/or auditors.
4. Request for Reimbursement shall be submitted electronically to:
 - sradford@clackamas.us
 - svandyke@clackamas.us

Invoices are subject to the review and approval of the Senior Program Planner and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

5. Funds will be distributed as follows: FY 22-23 - \$75,015; FY 23-24 - \$84,128; FY 24-25 - \$87,108. Funds cannot be carried over from one fiscal year to the next without written consent.

**EXHIBIT D-1
 REQUEST FOR REIMBURSEMENT**

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ) Grant, Assistance Listing #: 16.590)	AGREEMENT No. 23-011 (H3S 10937)
SUBRECIPIENT: Clackamas County Circuit Court	

Exhibit D-1 REQUEST FOR REIMBURSEMENT																																							
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:																																							
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due). 																																							
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Budget Term:</td> <td colspan="2">November 1, 2022 - September 30, 2025</td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> <tr> <td>Contractor:</td> <td>Clackamas County Circuit Court</td> <td>Contract #:</td> <td>10937</td> <td></td> </tr> <tr> <td>Address:</td> <td>807 Main Street</td> <td>Report Period:</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Oregon City, OR 97045</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contact Person:</td> <td>Gina Setter</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Phone Number:</td> <td>503-655-8631</td> <td></td> <td></td> <td></td> </tr> <tr> <td>E-mail:</td> <td>Gina.L.Setter@ojd.state.or.us</td> <td></td> <td></td> <td></td> </tr> </table>					Budget Term:	November 1, 2022 - September 30, 2025				Contractor:	Clackamas County Circuit Court	Contract #:	10937		Address:	807 Main Street	Report Period:				Oregon City, OR 97045				Contact Person:	Gina Setter				Phone Number:	503-655-8631				E-mail:	Gina.L.Setter@ojd.state.or.us			
Budget Term:	November 1, 2022 - September 30, 2025																																						
Contractor:	Clackamas County Circuit Court	Contract #:	10937																																				
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Budget Category		Budget	Current Draw Request	Previously Requested	Balance																																		
<u>Personnel</u>																																							
Court Clerk salary (.65 FTE)	\$ 133,802.00	\$ -		\$ 133,802.00																																			
Court Clerk Fringe	\$ 41,284.00	\$ -		\$ 41,284.00																																			
Court Clerk health benefits	\$ 71,165.00	\$ -		\$ 71,165.00																																			
Total Personnel		\$ 246,251.00	\$ -	\$ -	\$ 246,251.00																																		
<u>Administration</u>																																							
Administration		\$ -	\$ -	\$ -																																			
<u>Supplies</u>																																							
Office/Client Supplies	\$ -	\$ -	\$ -	\$ -																																			
<u>Utilities</u>																																							
Utilities/Maintenance	\$ -	\$ -	\$ -	\$ -																																			
Phone/Internet	\$ -	\$ -	\$ -	\$ -																																			
<u>Travel</u>																																							
Training	\$ -	\$ -	\$ -	\$ -																																			
Travel/Mileage	\$ -	\$ -	\$ -	\$ -																																			
<u>Additional (please specify)</u>																																							
Client Assistance	\$ -	\$ -	\$ -	\$ -																																			
Child care expense	\$ -	\$ -	\$ -	\$ -																																			
Total Program		\$ -	\$ -	\$ -	\$ -																																		
Total Budget		\$ 246,251.00	\$ -	\$ -	\$ 246,251.00																																		
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.																																							
CERTIFICATION By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).																																							
	Signature																																						
	Title																																						
	Date																																						
<u>Department Review.</u>																																							
	Program Manager:																																						
	Department:	Children, Family & Community Connections																																					
	Signature:		Date:																																				

EXHIBIT E
MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ) Grant, Assistance Listing #: 16.590)	AGREEMENT No. 23-011 (H3S 10937)
SUBRECIPIENT: Clackamas County Circuit Court	

1. SUBRECIPIENT must submit:
 - a. A monthly activity report (Exhibit E-1)
 - b. A Quarterly Work Plan Report (Exhibit E-2) by the 15th of the month after last month of each quarter.
 - c. Semi-annual narrative and outcome reports through Muskie Report (January and July).
2. In addition to the above listed report, SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
3. SUBRECIPIENT will submit financial and program reports electronically to:
 - svandyke@clackamas.us
 - sradford@clackamas.us

**EXHIBIT E-1
MONTHLY ACTIVITY REPORT**

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ) Grant, Assistance Listing #: 16.590)	AGREEMENT No. 23-011 (H3S 10937)
SUBRECIPIENT: Clackamas County Circuit Court	

November 1, 2022 through September 30, 2025

Agency: Clackamas County Circuit Court

Funded Service: OVW Improving Criminal Justice Responses

Program Contact: Gina Setter/Candice Lucas

Contact Info: Gina.L.Setter@ojd.state.or.us

Period covered by each report:

Each monthly report covers one month of services and are due by the 15th of the month following the month in which services were provided. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. **Total number of participants served during the month with the funding allocated for this programming:**
 - Number of restraining orders assisted:
 - # consultations on completion of orders/related issues with FJC partners:
 - # trainings on protective order process, paperwork, changes, etc.:

2. **Activities that were conducted during the month with the funding allocated for this programming:**

3. **Any challenges and/or successes?**

Person(s) completing this form:

Date:

EXHIBIT E-2 QUARTERLY WORK PLAN REPORT

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ) Grant, Assistance Listing #: 16.590)	AGREEMENT No. 23-011 (H3S 10937)
SUBRECIPIENT: Clackamas County Circuit Court	

Children, Family and Community Connections																		
Exhibit E: ICJR 22-25 Work Plan Quarterly Report																		
Provider: Clackamas County Circuit Court					Activity: Abuse Prevention Application Court Clerk (FJC)													
Contact: Gina Setter					Reporting Period: November 1, 2022 - September 30, 2025													
Activities/Outputs	Intermediate Outcomes/Measurement Tool	Nov-Dec 2022	Jan-Mar 2023	Apr-June 2023	Jul-Sept 2023	22-23 TOTAL	Oct-Dec 2023	Jan-Mar 2024	Apr-June 2024	Jul-Sept 2024	23-24 TOTAL	Oct-Dec 2023	Jan-Mar 2024	Apr-June 2024	Jul-Sept 2024	23-24 TOTAL	22-25 Total	
Each year of the grant period (22-23, 23-24, 24-25) the Circuit Court Clerk (stationed at A Safe Place Family Justice Center) will provide assistance to 480 petitioners (1440 over 3 years) for protective orders (domestic violence, stalking, elder abuse, etc.) and 1500 events of consultation provided to FJC partners on protective order related issues.	70% of protective orders assisted by Court Clerk are granted by court. Measured by: Court records.	# restraining orders assisted															0	0
		# of those assisted orders granted															0	0
		% orders granted															0	0
		# order reviews and consultation events															0	0
		Total # of restraining orders filed through the FJC															0	0
		Total # of restraining orders filed in the county															0	0
% of total orders filed in the county filed through the FJC/video court															0	0		
By the end of the grant period (September 30, 2025) the Court Clerk will provide training to 15 new victim advocates at A Safe Place Family Justice Center on protective order paperwork, process/document changes, and other related topics and provide an additional 6 trainings on the process	100% of new advocates will complete training on protective order paperwork. Measured by: Training evaluation.	# new advocates/partners trained on restraining orders															0	0
		# additional trainings held for advocates/partners on process/updates															0	0
		# trainings/updates on gun dispossession process															0	0
The Court Clerk will regularly produce and share reports that improve the follow up response to petitioners for protective orders: Firearms Dispossession report (approx. 1 time per week - 100 times) and	# Firearms Dispossession Reports															0	0	
	# Contested Hearings Reports															0	0	
Develop a new comprehensive tracking of ROs through the system by October 2023 .																		

**EXHIBIT F
 FINAL FINANCIAL REPORT**

PROJECT NAME: Improving Criminal Justice Response – Clackamas County Circuit Court (Fund Source: Office on Violence Against Women (DOJ), Assistance Listing #: 16.590)	Agreement #: 23-011 (H3S 10937) Date of Submission:
Has Subrecipient submitted all requests for reimbursement? Yes / No	
Has Subrecipient met all programmatic closeout requirements? Yes / No	

Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this Agreement:	\$246,251
Year-to-Date Federal Funds requested for reimbursement on this Agreement:	
Total Federal Funds received on this Agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient’s Certifying Official (printed): _____

Subrecipient’s Certifying Official (signature): _____

Subrecipient’s Certifying Official’s title: _____

EXHIBIT G REQUIRED FEDERAL AND STATE TERMS AND CONDITIONS

SUBRECIPIENT shall comply with the following federal and state requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 2. Energy Efficiency.** SUBRECIPIENT shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 3. Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT’s knowledge and belief that:
 - a) No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - b) No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - c) The prohibitions in subsections (a) and (b) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - d) No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 4. Resource Conservation and Recovery.** SUBRECIPIENT shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific

products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

- 5. Drug-Free Workplace.** SUBRECIPIENT shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT 's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
- 6. Pro-Children Act.** SUBRECIPIENT shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 7. ADA.** SUBRECIPIENT shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
- 8. Agency-Based Voter Registration.** If applicable, SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.

EXHIBIT H
DEPARTMENT OF JUSTICE OFFICE ON VIOLENCE AGAINST WOMEN
SPECIAL CONDITIONS

SUBRECIPIENT shall comply with the following terms and conditions set forth herein as though it were the "recipient":

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

3. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be

used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

4. Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards (subgrants) to first-tier subrecipients (subgrantees), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier assigned by SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

5. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

6. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

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

7. Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's

employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

8. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

9. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

10. Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVW during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (subgrantee) organizations that engage in or conduct explicitly religious activities, as well

as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

15. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

16. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

17. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at

<https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

18. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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

19. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

20. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

22. Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

23. Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

24. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

25. VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

26. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

27. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

28. Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

29. Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

30. Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and

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

31. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

32. Termination or suspension

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

33. Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the Justice Grants System, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

34. Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

35. Program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Award Modification (GAM) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAM must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAM by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

36. FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

37. Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

38. Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

39. Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported

by Grant No. 15JOVW-22-GG-01835-ICJR awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

40. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

41. Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

42. Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

43. Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

44. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

45. Required SAM and FAPIIS reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

46. Compliance with certifications

The recipient acknowledges that it has a continuing obligation to remain in compliance with the applicable certification requirements of 34 U.S.C. 10461(c).

47. Limitation on use of funds for direct legal representation

The recipient agrees not to use grant funds to provide legal representation in civil or criminal matters, such as family law cases (divorce, custody, visitation, and child support), housing cases, consumer law cases and others. Grant funds may be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, or stalking only in the limited context of protection order

proceedings (either temporary or long term relief), or for limited immigration matters that may impact and affect the victim's ability to maintain safety (such as U visas).

48. Prohibition on public awareness activities

The recipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and conduct outreach to victims about available services.

49. Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

50. Conditional clearance with release of technical assistance funds

The recipient acknowledges that the budget for this award is pending review and approval. Until OVW approves the budget, the recipient may not obligate, expend, or draw down any funds, except those that OVW allows for participation in or travel-related expenses to attend OVW-sponsored technical assistance events. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If there is another condition on the award prohibiting any obligation, expenditure, and drawdown of any funds, that other condition will control. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative via a Grant Award Modification (GAM). If applicable, the Indirect Cost Rate will be identified in the GAM when the budget is approved.