



Capt. Malcolm McDonald  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
 1024 MAIN STREET • OREGON CITY • OREGON • 97045  
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 4, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Sub-Recipient Grant Agreement # 2020-BRIDGES-0062 with  
 US Department of Justice, Institute for Intergovernmental Research  
for the Building Bridges Demonstration Project

<b>Purpose/Outcome</b>	To establish alternatives to incarceration for individuals with opioid use disorders.
<b>Dollar Amount and Fiscal Impact</b>	\$93,750
<b>Funding Source</b>	US Department of Justice
<b>Duration</b>	March 1,2020-March 20,2021
<b>Previous Board Action/Review</b>	No previous action.
<b>Strategic Plan Alignment</b>	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
<b>Counsel Review</b>	March 4,2020
<b>Contact Person</b>	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

**BACKGROUND:** This project builds upon the Building Bridges demonstration project, which supported a nine-month planning process to implement medication-assisted treatment in jails and enhancing collaboration between jails and community-based treatment. This funding will be used to fund a Peer Mentor/Navigator and provide recovery housing vouchers for those exiting jail receiving medication for Opioid Use Disorder (OUD).

The Agreement specifies that the funds will be available for eligible costs beginning on March 1, 2020- March 20, 2021

**RECOMMENDATION:** : Community Corrections respectfully requests that the Board of County Commissioners approves this Grant Award and allows Director Malcolm McDonald sign on behalf of the County for the Bureau of Justice Assistance and the Centers for Disease Control & Prevention funding for the Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder Demonstration Project.

Respectfully submitted,

Captain Malcom McDonald  
Director, Community Corrections

**Subaward Agreement**  
*between the*  
**Clackamas County Community Corrections**  
*and the*  
**Institute for Intergovernmental Research (IIR)**  
*in the*  
**Building Bridges Between Jails and Community-Based Treatment  
for Opioid Use Disorder Demonstration Project**

This Subaward Agreement (*Agreement*) is entered into as of the 1st day of March, 2020, by and between the Institute for Intergovernmental Research (*IIR*) and Clackamas County Community Corrections (*CCCC*). Funds have been allocated to *IIR* under Catalog of Federal Domestic Assistance (CFDA) Number 16.838 (Comprehensive Opioid Abuse Site-Based Program) by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), in federal Grant Award Number 2017-AR-BX-K003, Comprehensive Opioid Abuse Program (COAP) Training and Technical Assistance Program (dated September 30, 2019), for the Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder Demonstration Project. The following terms and conditions govern this *Agreement*:

- a. The term of this *Agreement* is for the time period from March 1, 2020, to February 28, 2021. Either party may withdraw by delivering ten days' written notice to the other party of its intent to withdraw from this *Agreement*.
- b. *CCCC* agrees to provide the services mutually agreed upon and identified in the Project Summary at Attachment A. *IIR* agrees to pay *CCCC* on a reimbursement basis for actual costs incurred as described in the attached Project Summary, up to a total amount not to exceed \$93,750.
- c. All financial transactions conducted under this *Agreement* will be in compliance with applicable federal financial guidelines, rules, and regulations.
- d. *CCCC* will invoice *IIR* for agreed-upon allowable costs incurred during the invoice period. Any indirect costs charged must be consistent with either an Indirect Cost Negotiated Agreement with a federal agency or other indirect cost allocation plan/rate in accordance with 2 Code of Federal Regulations (CFR) Part 200. Invoices will include appropriate backup documentation and should be submitted no more frequently than monthly. *IIR* shall pay *CCCC*'s invoice within 30 days after submission and *IIR*'s review and approval.
- e. *CCCC* must invoice *IIR* for allowable expenses incurred pursuant to this *Agreement* within 30 days of the expiration of this *Agreement*. Invoices submitted after 30 days of the expiration of this *Agreement* may not be paid, due to requirements associated with federal funding availability.
- f. *CCCC* will provide an activity/progress report with each invoice summarizing the progress to date and changes or delays in the project scope, if any. *IIR* may request additional activity/progress reports during the term of this *Agreement*.

- g. At project completion, *CCCC* will provide a final report on the project. *IIR* may require supplementation or modification of the final report as may be necessary to allow *IIR* to fulfill its federal reporting requirements.
- h. *CCCC* represents, certifies, and covenants that *CCCC* shall perform services in a manner conforming to generally accepted industry standards and practices and by qualified *CCCC* personnel who meet federal requirements and have a level of skill commensurate with the requirements of the services.
- i. *CCCC* certifies that all personnel providing service hereunder are United States citizens or are fully and legally authorized to work in the United States. *CCCC*'s failure to comply with the foregoing is grounds for immediate termination of this *Agreement* by *IIR*.
- j. In executing this *Agreement*, *CCCC* represents that it is fully capable of providing the efforts anticipated and required by the *Agreement* and is not aware of any pending or potential restrictions that would make it unable to successfully perform those efforts.
- k. The following attachments/information are hereby incorporated by reference and made a part hereof:
  - Attachment A – Project Summary
  - Attachment B – Additional Provisions
  - Attachment C – Breach of Personally Identifiable Information Procedures
  - Attachment D – Subcontractor Reporting Data Sheet
  - Attachment E – Award Continuation Sheet (Special Conditions) to Cooperative Agreement 2017-AR-BX-K003
  - Attachment F – BJA COAP Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder
  - *CCCC*'s response to the solicitation

*Accepted:*

*Accepted:*

---

Clackamas County Community Corrections

---

Gina Hartsfield, President and CEO  
Institute for Intergovernmental Research

---

Printed Name and Title

## ATTACHMENT A

### Clackamas County Community Corrections

### Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder Demonstration Project

### Project Summary

#### Project Overview

This project builds upon the Building Bridges demonstration project, which supported a nine-month planning process for selected counties committed to implementing medication-assisted treatment in jails and enhancing collaboration between jails and community-based treatment providers. The Bureau of Justice Assistance (BJA) and the Centers for Disease Control and Prevention (CDC) are providing funding to eligible Building Bridges sites to support projects that increase the capacity of local communities to collaborate across the areas of public safety, behavioral health, and public health.

#### Clackamas County Community Corrections' Project Plan

Clackamas County Community Corrections' (CCCC) project application, work plan, and budget narrative provide additional details for the implementation of CCCC's project and the project timeline. The general requirements, activities, and deliverables outlined below provide the basic requirements for CCCC's project as funded through this subaward.

#### Allowable Activities

Funding under this award may only be used to support the following allowable activities:

- Implementing effective community-level opioid overdose prevention activities.
- Implementing effective linkage to care programs upon release from incarceration.
- Enhancing public health, behavioral health, and public safety (e.g., police and law enforcement agencies, child welfare, courts and corrections, as well as first responders such as fire and paramedic/emergency services) collaborations, with a focus on scaling up promising interventions.

#### Deliverables

This section outlines the deliverables for this project. CCCC is responsible for meeting each of these deliverables; additional details can be found in the original solicitation included as Attachment F.

1. **Bimonthly Collaborative Calls** – Participate in bimonthly calls with BJA policy advisors, CDC staff members, and the IIR Project Manager. These calls will last no more than 1½ hours. Other staff members may choose to participate, in addition to CCCC's Project Coordinator.

2. **Bimonthly Progress Reporting** – *CCCC*'s Project Coordinator is responsible for ensuring that a bimonthly report detailing progress on project activities is submitted to *IIR*'s Project Manager. The bimonthly reports should be submitted no later than the 7th day of the following month.

<u>Reporting Period</u>	<u>Due No Later Than</u>
March 1 – April 30	May 7
May 1 – June 30	July 7
July 1 – August 31	September 7
September 1 – October 31	November 7
November 1 – December 31	January 7
January 1 – February 28	March 7

3. **Financial Reporting** – *CCCC*'s Project Coordinator is responsible for ensuring that the required financial reporting is submitted on a quarterly basis. The financial reports must be submitted on the following schedule:

<u>Reporting Quarter</u>	<u>Due No Later Than</u>
January 1 – March 31	April 20
April 1 – June 30	July 20
July 1 – September 30	October 20
October 1 – December 31	January 20

The first financial report should be submitted no later than July 20, 2020. The final financial report is due 30 days after the subaward end date.

Questions concerning financial reporting should be directed to *IIR*'s Project Manager for the subaward.

4. **Subaward Closeout** – Within 30 days after the end date of the subaward, *CCCC* must initiate closeout of the subaward. *CCCC* should:

- Submit a final program report.
- Submit a final financial report.

## ATTACHMENT B

### Clackamas County Community Corrections

### Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder Demonstration Project

#### Additional Provisions

##### Compliance With Law

CCCC acknowledges that this *Agreement* is being funded by the federal awarding agency under a Cooperative Agreement to IIR and that it is subject to all applicable federal laws, rules, regulations, orders, policies, and requirements. CCCC shall procure and maintain all licenses, authorizations, waivers, permits, qualifications, and certifications required to perform the work and shall fully comply with and include, in any permitted subawards or subcontracts hereunder, provisions requiring compliance by its subcontractors (defined herein as any contractor with whom CCCC further contracts to complete the work) with all applicable local, state, and federal laws, rules, regulations, orders, policies, and requirements.

##### Notices

All notices or other communications required by this *Agreement* or given in connection with it shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, sent by electronic mail, delivered by telephonic facsimile, or mailed by certified or registered mail, return receipt requested, postage prepaid on the date posted, and addressed as follows (or to such other address as either party may specify to the other party by written notice).

If to CCCC:

##### Mailing Address

1024 Main Street  
Oregon City, OR 97045-1002

If to IIR:

##### Mailing Address

Post Office Box 12729  
Tallahassee, FL 32317-2729

##### Project Correspondence and Communications

All official, nonfinancial-related communications related to CCCC's project should come from the Project Director/Coordinator named below who is the official project coordinator of record. CCCC's Project Coordinator is:

Ms. Kelli Zook  
Phone: (503) 655-8392  
Email: kzook@clackamas.us

Communications related to the project scope and/or deliverables for this project should be directed to *IIR*'s Project Manager via email. *IIR*'s Project Manager is:

Ms. Kathy Rowings  
Email: krowings@iir.com

All financial or reporting-related communications regarding the project should come from either the Project Director/Coordinator or a single designated point of contact appointed by the Project Director/Coordinator. *CCCC*'s Financial Coordinator is:

Ms. Nora Jones  
Phone: (503) 655-8780  
Email: norajon@clackamas.us

Communications of a financial or reporting nature should be directed to *IIR*'s Contractual and Financial Point of Contact:

Ms. Mary J. Dodd  
Contract Specialist  
Phone: (850) 385-0600, Ext. 330  
Email: mdodd@iir.com

**Data Universal Numbering System (DUNS)**

*CCCC*'s DUNS number is 096992656.

**Commercial and Government Entity (CAGE)**

*CCCC*'s CAGE code is 3UFZ9.

**Federal Funding Accountability and Transparency Act (FFATA)**

*CCCC* certifies that the information provided to *IIR* for submission to the FFATA Subaward Reporting System (FSRS), on the form included as Attachment D, is complete and accurate.

**Special Conditions Announced in or Applied to Grant Award**

*CCCC* acknowledges that numerous special conditions may be imposed by law, regulation, or the awarding federal agency when a federal award is made. Any additional special conditions applicable to this *Agreement* not specifically stated within the main body of this *Agreement* are identified in Attachment E hereto, which is adopted and incorporated by reference here. The special conditions outlined in Attachment E are applicable only to the project outlined in this *Agreement*. *IIR* reserves the right to convey to *CCCC*, in a written amendment to this *Agreement*,

any additional special conditions imposed by the awarding entity, law, or regulation upon *IIR* and/or *CCCC* after execution of this *Agreement* during the performance of the efforts contemplated by this *Agreement*.

### **Amendments to Subaward**

During the life of the subaward project, *CCCC* may identify changes or updates to administrative information, project activities, or the project budget. *CCCC* will send written requests for adjustments to the subaward project to *IIR* for consideration. *IIR* will coordinate with BJA as necessary concerning the request and may contact *CCCC* for additional information or to discuss the adjustment. *IIR* will notify *CCCC* of the outcome of the request.

Some circumstances requiring a subaward adjustment include:

- Change in subaward contact/notices information.
- Request for a no-cost extension.
- New project director, designated key staff, authorized representative, or signing authority.
- Movement of dollars between approved budget categories that exceeds 10 percent of the total subaward amount.
- Changes in the scope of project activities.

### **Fiscal Management**

*CCCC* has a responsibility to establish and maintain a fiscal management system that ensures fiscal integrity in the project. *CCCC* should establish and maintain an adequate accounting system and appropriate fiscal controls and records, ensure compliance with all applicable laws and regulations regarding use of the funds, and conduct its activities in a manner that is transparent and provides accountability. *CCCC* is responsible for ensuring that adequate oversight and monitoring are provided for any subrecipients.

### **Availability of Funds**

Subaward funds can be obligated as of the start date of the subaward period, provided the budget has been approved. The obligation of funds, including all program income, must end on the last day of the subaward period. *CCCC* will have 30 days from the end date of the subaward period to pay or liquidate outstanding obligations incurred during the subaward period.

### **Confidentiality**

During the period of this *Agreement*, confidential material may be disclosed between the parties to permit agreed-upon services to be performed. Such material will be identified at the time it is provided to the other party. Each party will advise and require all assigned employees, agents, and consultants to treat such material as confidential and will not disclose such information or work products to any person, organization, or corporation. At any time during this *Agreement*, *IIR* may require a separate supplemental nondisclosure agreement to be executed detailing any applicable additional obligations.



### **Independent Contractor**

CCCC agrees that as an independent contractor, CCCC controls the manner and means of work and that there will be no IIR employee benefits accruing to the benefit of CCCC, including, but not limited to, unemployment compensation, health and life insurance benefits, or retirement earnings. CCCC will not make any claims against IIR related to benefits reserved for employees. CCCC will indemnify, defend, and hold IIR and its officers, directors, and agents harmless from any damages, claims, injuries, disabilities, or other expenses resulting from CCCC's failure to provide benefits for CCCC and CCCC's employees. CCCC agrees that IIR will pay CCCC the gross amount due without withholding for federal income tax or social security tax, which will be the sole responsibility of CCCC, which agrees to hold IIR harmless from any tax obligations.

### **Training and Other Materials**

CCCC agrees to submit to IIR for submission to BJA for review and approval of all materials and efforts funded in whole or in part by this subaward, including curricula, training materials, proposed publications, reports, or other related written materials, including Web-based materials and website content, at least forty-five (45) working days prior to the targeted dissemination date.

### **Statements on Work Products**

Any work products prepared by CCCC, including multimedia products and websites, shall include statements provided by IIR related to project funding; copyright notices, permission requirements, or dissemination restrictions; and notice that the product does not necessarily reflect the views of the funding agency.

### **Subaward**

CCCC must obtain prior written approval from IIR for any subawards that CCCC proposes to enter into as part of the project funded through this *Agreement*. Any subawards issued under this *Agreement* will contain the same clauses and requirements as outlined in this *Agreement*, including the requirement for expense reimbursement. Subawardees must invoice CCCC for actual expenses and provide appropriate supporting documentation. CCCC must, in turn, provide IIR with invoices and supporting documentation received from the subawarded entities with the related invoice from CCCC. CCCC agrees to comply with its oversight and monitoring responsibilities for subawards issued by CCCC in compliance with 2 CFR Part 200 Uniform Requirements.

### **Sole Source Approval**

All purchases/contracts under this *Agreement* should be competitively awarded unless circumstance precludes competition. When a purchase/contract exceeds \$250,000 and there has been no competition, CCCC must forward sole source justification for the purchase/contract and obtain approval from IIR prior to finalizing the purchase/contract.

### **Consultant Rates**

Consultant rates (excluding travel or other expense reimbursements) cannot exceed \$650 per day (which is \$81.25/hour). A detailed justification must be submitted to and approved by *IIR* prior to obligation or expenditure of consultant rates that exceed the \$650 daily rate.

### **Records Maintenance**

*CCCC* shall keep and maintain, in accordance with federal rules and regulations, full, accurate, and complete books, accounts, records, and documentation of all income, costs, and expenses pertaining to this *Agreement*. *CCCC* shall retain all such books, accounts, records, and documentation for the period specified in the federal rules and regulations or for a period of three (3) years after the expiration, termination, or cancellation of this *Agreement*, whichever is longer. Anything contained herein to the contrary notwithstanding, if any litigation, claim, or audit is made, filed, or commenced before the expiration of the specified retention period, *CCCC* shall retain all books, accounts, records, and documentation until all litigation, claims, or audit findings have been resolved and final action taken.

### **Information Requests**

*CCCC* agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### **Monitoring**

*CCCC* agrees to comply with *IIR* or the federal funding agency monitoring guidelines, protocols, and procedures and to cooperate on all monitoring requests related to this *Agreement*, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. *CCCC* agrees to provide all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this *Agreement*. Further, *CCCC* agrees to abide by reasonable deadlines set for providing the requested documents. Failure to cooperate with monitoring activities may result in sanctions affecting this *Agreement*, including, but not limited to, withholdings and/or other restrictions on reimbursement for *CCCC*'s expenses and termination of the *Agreement*.

### **Audit Requirements**

Subrecipients that expend \$750,000 or more in federal awards annually shall annually engage an independent, licensed certified public accountant to conduct an annual fiscal audit of their operations. The audit shall be conducted in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200. *CCCC* shall permit *IIR* and/or its auditors to have access to the records and financial statements of *CCCC* as necessary for *IIR* to comply with its oversight and monitoring responsibilities under Part 200 Uniform Requirements. *CCCC* shall submit one (1) copy of the audit package to *IIR* no later than thirty (30) days after receipt from the audit firm.

### **Audit and Inspection of Records**

*IIR*, the federal funding agency, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, including, without limitation, independent auditors, shall have the right of timely and unrestricted access to any books, documents, papers, and records of *CCCC* that are pertinent to this *Agreement*, in order to make audits, examinations, excerpts, transcriptions, and copies. This right also includes timely and reasonable access to *CCCC*'s personnel for the purpose of interview and discussion related to such documents.

### **Corrective Action**

*CCCC* shall take appropriate corrective action within six (6) months after receipt of an audit report (or such shorter period as may be specified by *IIR*) in instances of noncompliance with federal laws and regulations.

### **Disallowance**

In the event that *CCCC* claims and receives payments from *IIR* hereunder, reimbursement for which is later disallowed by *IIR* or the United States government, *CCCC* shall, upon request, promptly refund to *IIR* the disallowed amount. At its option, *IIR* may offset the amount disallowed from any payment due or to become due to *CCCC*.

### **Nondiscrimination Requirements, Findings of Discrimination, and Equal Employment Opportunity**

*CCCC* will not discriminate against any employee or applicant for employment or subcontractor or bidder because of actual or perceived age, race, color, national origin, religion, sex, disability, sexual orientation, gender identity, ancestry, or mental or physical disability, and it shall comply with the applicable federal laws and regulations. If, in the three years prior to the date of the grant award supporting this effort, *CCCC* has received any adverse finding of discrimination or should *CCCC* during the active life of this contract receive an adverse finding of discrimination against *CCCC*, after a due process hearing or by reason of a DOJ, OJP, Office for Civil Rights compliance review, on the ground of race, color, religion, national origin, or sex, *CCCC* must submit a copy of the finding to *IIR* for review. *IIR* may be required to forward a copy of any such finding of discrimination to the Office for Civil Rights.

*CCCC* certifies that it is either in compliance with the applicable Equal Employment Opportunity Plan (EEOP) requirements or that it claims a complete or a limited exemption from the EEOP requirements and has completed the EEOP Certification Form.

### **Limited English Proficiency**

*CCCC* agrees to take reasonable steps to provide meaningful access to the program/project and activities funded under this *Agreement* for persons with limited English proficiency pursuant to information located at <http://www.lep.gov>.

### **Equal Treatment of Faith-Based Organizations**

By regulation, DOJ prohibits all recipient organizations from using financial assistance from DOJ to fund explicitly religious activities. CCCC agrees to avoid such prohibited conduct. For more information, see <https://ojp.gov/about/ocr/partnerships.htm>. Discrimination on the basis of religion in employment is generally prohibited by federal law, but the Religious Freedom Restoration Act is interpreted on a case-by-case basis to allow some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff. Questions in this regard should be directed to the Office for Civil Rights.

### **Arrest and Conviction Records**

Federal and state laws restrict use of arrest and conviction records in the employment context, except when specifically authorized. CCCC agrees to avoid the misuse of arrest or conviction records to screen applicants for employment or employees for retention or promotion that may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination unless use is otherwise specifically authorized by law. See [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf) for more details.

### **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**

CCCC will not use and has not used federal appropriated funds to pay at any tier, either directly or indirectly, any person or organization 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 obtaining any federal contract, grant, or any other award or subaward covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award or subaward. Such disclosures are forwarded from tier to tier up to the recipient. CCCC shall (i) comply and, for subawards or subcontracts hereunder which exceed \$100,000, require its subcontractors hereunder to comply with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and (ii) ensure that its officers, employees and, for subawards or subcontracts hereunder which exceed \$100,000, its subcontractors hereunder comply with all applicable local, state, and federal laws and regulations governing advocacy of and appearances before any legislative body. None of the funds provided under this *Agreement* shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before local, state, or federal legislatures.

### **Debarment and Suspension**

No contract that equals or exceeds \$25,000 shall be made to parties listed as suspended or debarred in the System for Award Management (SAM). See <https://www.sam.gov/SAM/> for more information. CCCC represents that it and its principals are not now and have not been at any time in the last five (5) years suspended, debarred, or otherwise excluded from receiving federal contracts. CCCC shall not knowingly enter into any lower-tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

**False Claim; Criminal or Civil Violation**

CCCC must promptly refer to IIR any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds.

**Americans with Disabilities Act (ADA) Requirements**

CCCC shall comply with the ADA requirements, which guarantee nondiscrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and CCCC programs, activities, and services, including applicable requirements related to website access and use by the disabled.

**Political Activities Prohibited**

None of the funds provided directly or indirectly under this *Agreement* shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this *Agreement* nor any funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.

**Prohibited Use of Funds Under 18 U.S.C. § 1913**

CCCC will not use any funds awarded by the federal government (including through this subaward) to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government.

**Personally Identifiable Information**

In order for IIR to comply with its obligations related to actual or imminent breaches of information, CCCC agrees to immediately report any suspected, actual, or imminent breach of personally identifiable information related to its performance under this *Agreement* to IIR and conform with other procedures as required by the “IIR Breach of Personally Identifiable Information Procedures” provided to CCCC as Attachment C and incorporated by reference here or as may also be required by CCCC’s state law.

**Text Messaging**

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

### **Trafficking in Persons**

CCCC agrees to, at any tier, 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 CCCC and any subrecipients or employees of CCCC or its subrecipients. The details of CCCC's obligations related to prohibited conduct related to the trafficking of persons are posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

### **Right, Title, and Interest**

CCCC shall retain CCCC's copyright in all original works of authorship fixed in any tangible medium of expression that are prepared, developed, or written by CCCC as part of the work hereunder. CCCC hereby grants to the federal awarding agency through IIR (hereafter IIR) and to IIR's successors, assigns, and licensees (i) permission to record, by any means, all speeches and presentations made by CCCC or others on behalf of CCCC as part of the work hereunder and (ii) a nonexclusive, irrevocable, worldwide license to distribute, reproduce, use, display, exhibit, exploit, publish, prepare derivative works, sublicense, sell, and otherwise dispose of the work and all data, reports, research, content, programs, information, speeches and presentations (together with all handouts, outlines, and ancillary materials), articles, papers, documents, products, recordings (including, without limitation, recordings made by IIR pursuant to this section), materials (including, but not limited to, written or electronically stored materials or ideas), and other original works of authorship fixed in a tangible medium of expression that are prepared, developed, made, generated, created, written, conceived, originated, furnished, performed, presented, or modified by CCCC or others on behalf of CCCC as part of or in connection with the work to be performed or furnished under this *Agreement* (collectively referred to as "developments"), anywhere throughout the world, in any medium which exists or which may hereafter be developed, free of any royalty or license fee whatsoever.

CCCC acknowledges that this *Agreement* is funded by federal funds and that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for federal purposes (i) any work subject to copyright developed under an award or subaward and (ii) any rights of copyright to which a recipient or subrecipient purchases ownership with federal support. CCCC acknowledges that, unless waived by the federal awarding agency, the federal government has the right to (i) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. Nothing contained herein shall be construed to abridge, modify, or limit the rights of the federal government 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," and any implementing regulations issued by the federal awarding agency.

"Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General).

It is the responsibility of CCCC (and of each subrecipient, if applicable) to ensure that this condition be included in any subaward under this award. CCCC has the responsibility to obtain

from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill CCCC's obligations to the government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the government such rights, CCCC shall promptly bring such refusal to the attention of IIR and not proceed with the agreement in question without further authorization from IIR.

The parties agree that any breach of either party's obligations related to right, title, and interest may result in irreparable and continuing injury and damage to the affected party for which there will be no adequate remedy at law, entitling the affected party to injunctive relief and a decree for specific performance, together with such other relief as may be proper (including monetary damages).

### **Patent Rights Clause**

With respect to any subject invention in which CCCC or a subaward recipient or subcontractor retains title, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

CCCC will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions. Communication on matters relating to this Patent Rights Clause should be directed to IIR, which will review and forward them to the General Counsel, OJP, DOJ.

### **Association of Community Organizations for Reform Now (ACORN)**

CCCC understands and acknowledges that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either ACORN or its subsidiaries, without the express prior written approval of OJP.

### **Airfare**

CCCC understands and acknowledges that no federal funds shall be used to pay for any part of air travel that includes business or first-class seating except as authorized by IIR prior to booking such tickets.

### **Travel Reimbursement; Meals and Lodging**

CCCC understands that meal and lodging expenses must conform to the limits established by the U.S. General Service Administration as published at <http://www.gsa.gov>. Authorized travel will be reimbursed in accordance with IIR's Travel Policy for Non-IIR Employees.

**Food and/or Beverages**

CCCC understands and acknowledges that for purposes of this award, food and/or beverage expenses are not allowable expenses for training sessions, meetings, conferences, or other similar functions.

**Meeting Rooms and Audiovisual**

CCCC understands and acknowledges that utilization of and costs for meeting rooms and audiovisual must comply with the requirements included in the DOJ Grants Financial Guide.

**Event Advance Approval; Expenses and Reporting**

CCCC acknowledges that all meetings and events must conform to the guidance in the DOJ Grants Financial Guide. CCCC is responsible for providing the necessary information to IIR for IIR to evaluate and either provide advance approval or disapproval for all events. In the absence of approval, event costs are not allowable costs for reimbursement under this *Agreement* with the exception of commitments entered into in good faith while prior approval was being solicited. If prior approval is not received, CCCC is responsible for taking steps to minimize the costs charged to this *Agreement*.

CCCC will provide the event information to IIR for each event forty-five (45) days prior to the scheduled event by completing IIR's Event Request/Report form (form to be provided by IIR). IIR will notify CCCC of approval/disapproval no later than thirty (30) days prior to the scheduled event. CCCC will notify IIR if there are changes to the information provided on the Event Request/Report form.

CCCC will provide actual event and cost information to IIR for each event within forty-five (45) days of event completion. The actual information will be submitted to IIR on/with the Event Request/Report form.

**Indemnification**

To the fullest extent permitted by law, each party shall forever indemnify, defend, and hold harmless the other party, its officers, directors, employees, representatives, agents, members, and affiliates and each of its or their heirs, personal representatives, successors, and assigns, from and against any and every claim, demand, liability, loss, damage, action, debt, judgment, execution, cost, and expense (including reasonable attorney fees and court costs), of whatever kind or nature, which may be asserted against or suffered or incurred by the foregoing indemnities, or any of them, and which arise, directly or indirectly, either in law or in equity, as a result of any misrepresentation or breach of any warranty, covenant, obligation, or term by the indemnifying party hereunder, or by reason of any act or omission of the indemnifying party, its officers, employees, subcontractors, subrecipients, representatives, or agents in the performance of the work.



### **Insurance**

Without limiting its obligations hereof, CCCC shall procure, maintain, and keep in force during the term hereof the following insurance coverage: (i) workers' compensation insurance in any amount required by law; (ii) employer's liability insurance in amounts required by law; (iii) comprehensive general liability insurance with coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage; (iv) comprehensive automobile liability insurance for owned, hired, or nonowned vehicles used in performance of the work, with a minimum combined single limit of \$1,000,000 for bodily injury and property damage; and (v) all other insurance required by local, state, and federal laws. As used herein "insurance coverage" encompasses self-insurance maintained by government agencies. CCCC will provide Certificates of Insurance upon request by IIR.

### **Termination Due to Unavailability of Federal Funding**

This *Agreement* is subject to and contingent upon the continuing receipt of federal funds from the federal awarding agency for the purposes set forth herein. If, for any reason, such funds are not granted or appropriated or are suspended, withdrawn, discontinued, limited, impaired, reduced, cancelled, or otherwise made unavailable, in whole or in part, IIR may terminate or modify this *Agreement*, in whole or in part, effective immediately upon written notice to CCCC. Applicable costs incurred up to the effective date of the termination will be reimbursed by IIR in accordance with the compensation clauses detailed in the *Agreement*.

### **Cancellation for Cause**

In the event that either party (i) becomes insolvent, subject to receiverships, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes any misrepresentation hereunder or breaches any warranty, covenant, obligation, or term hereof, including, without limitation, the failure to satisfactorily perform the work within the time requirements specified in this *Agreement*; or (iii) takes or omits to take any action that endangers the timely and satisfactory performance of the work (hereinafter the "defaulting/breaching party"), then the canceling party may, in addition to and not in limitation of all other rights and remedies specified in this *Agreement* or available at law or in equity, cancel all or part of this *Agreement* for cause. Cancellation shall be effective upon written notice to the defaulting/breaching party (or any date specified therein), provided that such cancellation may be exercised only after notice of default or breach to the defaulting/breaching party and the subsequent failure of the defaulting/breaching party, within five (5) business days of such notice, to provide evidence satisfactory to the canceling party that the declared default of breach has been corrected.

### **Termination for Force Majeure**

This *Agreement* is subject to any unforeseeable circumstance beyond the reasonable control of and without fault or negligence of a party which makes it illegal or impracticable for such party to perform its material obligations hereunder (an event of force majeure), including, without limitation, acts of God, war, national emergency, terrorism and/or response thereto, government regulations, strikes, and civil disorder. This *Agreement* may be terminated upon the occurrence of an event of force majeure by written notice from the affected party to the other.

### **Governing Law and Jurisdiction**

This *Agreement* is governed by and shall be construed in accordance with the substantive laws of the United States and the state of Florida, without regard to principles of conflicts of law. The parties irrevocably consent to nonexclusive personal jurisdiction in any court of competent jurisdiction located in Leon County, Florida, with respect to any action arising out of or pertaining to this *Agreement*.

### **Disputes**

Except as otherwise provided in this *Agreement*, any controversy, claim, or dispute arising out of or relating to this *Agreement* shall be resolved through nonbinding mediation and/or binding arbitration. Florida will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The parties agree to use their best efforts to resolve any disagreement that arises out of this *Agreement* prior to seeking remedy by law.

### **Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

### **Severability**

If any term, covenant, condition, or provision of this *Agreement* is determined to be invalid or unenforceable, then the remaining terms, covenants, conditions, and provisions hereof shall continue to be enforceable to the fullest extent provided by law.

### **Captions**

Captions used in this *Agreement* are provided for convenience of reference only and shall not be used to construe meaning or intent.

### **Waivers and Remedies**

A waiver of any covenant, term, or condition of this *Agreement* shall be valid only if in writing, duly executed by the party to be bound thereby. No waiver of any covenant, term, or condition of this *Agreement* shall be construed to be a waiver of any other covenant, term, or condition, nor shall it be construed to constitute a waiver of any subsequent or continuing breach of the same covenant, term, or condition. All remedies afforded in this *Agreement* shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this *Agreement* or by law in equity.

**Entireties**

This *Agreement*, which includes Attachments A through F and *CCCC*'s response to the solicitation hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in this *Agreement*, and this *Agreement* supersedes all previous communications, representations, or agreements, either verbal or written, that may have been made in connection with the subject matter hereof. No modification or amendment of this *Agreement* shall be binding unless the same is in writing and signed by the respective parties hereto.

**Binding Effect**

This *Agreement* shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

**Survival**

Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, warranties, covenants, terms, and provisions shall remain in effect and shall survive the termination, expiration, or cancellation of this *Agreement*, whether by expiration of time, operation of law, or otherwise.

## ATTACHMENT C

### Institute for Intergovernmental Research (IIR) Breach of Personally Identifiable Information Procedures (September 2018)

These procedures apply to any actual, imminent, or attempted but unsuccessful breach of personally identifiable information (PII) created, collected, used, processed, stored, maintained, disseminated, or disclosed by the Institute for Intergovernmental Research (IIR) by IIR employees and those performing efforts on behalf of IIR.

#### Definitions

- **Personally identifiable information** encompasses “personal information,” as may be defined by state law, as well as any other information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.<sup>1</sup>
- **Breach** means the loss of control over, the unauthorized disclosure or acquisition of, or any similar occurrence affecting IIR PII where:

- (1) An unauthorized user accesses or potentially accesses PII; or
- (2) An authorized user accesses or potentially accesses PII for an other-than-authorized purpose.<sup>2</sup>

“Breach” includes attempted but unsuccessful attempts, events such as the loss or theft of physical documents containing PII, the loss or theft of portable electronic devices storing PII, the inadvertent disclosure of PII on a public website, or oral disclosure of PII to a person not authorized to receive that information.<sup>3</sup> A reported or known incident may, upon investigation, later be determined to have involved a breach of PII.

- **Incident** is an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.<sup>4</sup>

<sup>1</sup> See 2 Code of Federal Regulations (CFR) § 200.79. PII, for breach purposes, may include information about an individual that is available in public sources. The term “PII” is necessarily broad. To determine whether breached information is PII, IIR must perform on a case-by-case basis an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual and applicable federal and state law. PII, for breach purposes, might not include information that is encrypted, secured, anonymized, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable. See, for example, Office of Management and Budget (OMB) M-17-12 at [https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2017/m-17-12\\_0.pdf](https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2017/m-17-12_0.pdf).

<sup>2</sup> OMB M-17-12.

<sup>3</sup> Good-faith access of personal information by an employee or agent of IIR may not constitute a breach, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use. State statutory definitions of “breach” must also be reviewed in states where IIR employees or those performing efforts on behalf of IIR deal with PII (e.g., Section 501.171, Florida Statutes, and Tennessee Code § 47-18-2107).

<sup>4</sup> OMB M-17-12.

### **IIR Breach Standards**

**IIR shall take reasonable measures to protect and secure data in electronic or any other form containing PII and shall promptly respond to any suspected or actual breach of PII.**

In handling PII, IIR is responsible for providing information security protections against the harm resulting from the unauthorized access, use, disclosure, disruption, modification, or direction of:

- (1) Information collected or maintained by IIR or on behalf of entities for which IIR is performing services or efforts.
- (2) Information systems used or operated by IIR on behalf of entities for which IIR is performing services or efforts.

**Any third party acting on behalf of IIR who handles, maintains, or accesses systems for IIR that contain PII shall follow these IIR standards and procedures.**

**Any reported suspected or actual breach of PII involving IIR operations or the operations of those acting on behalf of IIR must be promptly addressed.** IIR will conform with all required breach notifications or other obligations related to IIR breaches of PII, as defined by applicable federal and state laws.<sup>5</sup>

**All IIR employees and any other individuals handling, maintaining, or accessing PII on behalf of IIR at any location shall immediately report a suspected or confirmed breach in any form to the IIR Chief Information Officer (CIO).** Do not wait for confirmation that a breach has in fact occurred before reporting a suspected breach to the CIO. Undue delay may undermine IIR's ability to apply preventative and remedial measures to protect the PII or reduce the risk of harm to potentially affected individuals.

**Any misplaced, lost, or potentially stolen device containing PII should be reported to the CIO immediately, even if there is a belief that the device may later be located.**<sup>6</sup> If the CIO is unavailable, notify an IIR manager. That manager must then promptly ensure that appropriate IIR IT security personnel are immediately notified.

The CIO will notify the IIR Chief Executive Officer (CEO) of the actual or suspected breach and take appropriate steps to respond to any actual or suspected breach, including ensuring that required notifications are timely made.<sup>7</sup> The CIO may enlist the assistance of others within IIR to help implement a prompt and effective response to a breach and to ensure that applicable federal and state law requirements are met. The response of IIR shall

<sup>5</sup> Section 501.171, Florida Statutes, applies to IIR's Florida activities, since IIR is a Florida corporation. Tennessee Code § 47-18-2107 applies to IIR's Tennessee-sited activities. Statutes of other states in which IIR employees or agents handle PII may also apply on a case-by-case basis.

<sup>6</sup> Such devices include, but are not limited to, laptops, tablets, and cell phones.

<sup>7</sup> Notices may be required by federal or state law, grant special conditions, or government rules or regulations.

take into account the nature of the breach, the context in which the PII has been breached, and the actual or probable risk of harm to individuals potentially affected by a breach.<sup>8</sup>

Failure by IIR employees to conform with these requirements may result in discipline. Failure by entities under contract with IIR to conform with applicable requirements may result in termination of their contractual status.

### **Compliance With Federal Grant Breach Notification Requirements**

When IIR, as a grant recipient, uses or operates a federal information system<sup>9</sup> or creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of a federal award, IIR shall ensure that its procedures to respond to a breach are followed and that IIR conforms with any terms and conditions imposed by its client(s) in the event of a breach.

As required by federal grant conditions, IIR must report an actual or imminent breach of PII to an OJP (award) Program Manager no later than 24 hours after an occurrence of an actual breach or the detection of an imminent breach.

### **Compliance With State Notice Requirements**

IIR and entities acting on behalf of IIR shall ensure that they comply with all notification obligations required by state law applicable to the site in which IIR activities involving PII are occurring.

### **After-Action Report**

The IIR CIO shall conduct an internal analysis of any attempted or actual breach of PII collected or maintained by IIR to determine whether additional security standards or other procedures are needed and whether all required actions, notifications, and responses have occurred in a timely fashion. The CIO should forward a formal written after-action report to the IIR CEO, including any suggested revisions to current procedures or needed additional security standards.

---

<sup>8</sup> For example, a generic list of law enforcement personnel and their associated office phone numbers may not be of concern. However, a list of law enforcement personnel engaged in undercover investigations, a list revealing family members or residential addresses, and PII revealing personal medical information are of concern.

<sup>9</sup> See OMB Circular A-130.

**Institute for Intergovernmental Research  
Subcontractor Reporting Data Sheet—Attachment D**

<b>SECTION 1—General Questions</b>		
	<b>Description of information required</b>	
<b>Subcontractor Name</b>	Clackamas County Community Corrections	
<b>Subcontractor DUNS Number</b>	096992656	
<b>Amount of Subcontract</b>	\$93,750	
<b>Start Date of Subcontract</b>	3/1/2020	
<b>End Date of Subcontract</b>	2/28/2021	

<b>SECTION 2—Applicability for Sub Reporting of Compensation Information</b>		
<p align="center"><b>QUESTION 1:</b></p> <p>During your preceding fiscal year, did your company (under this DUNS#) receive:            (a) 80 percent or more of your annual gross revenues in federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; <b>AND</b>            (b) \$25,000,000 or more of your annual gross revenue from federal awards?            -----            If both (a) <b>AND</b> (b) are yes, enter "YES"; if <b>not</b>, enter "NO" in the space to the right.</p>		<b>NO</b>
<p align="center"><b>QUESTION 2:</b></p> <p>Does the public have access to information about the compensation of the top five highest-paid executives of your company through periodic reports filed under <b>EITHER</b> Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) <b>OR</b> Section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104].            -----            Enter either "YES" or "NO" in the space to the right.</p>		<b>YES</b>
<p align="center"><i>If you answered "YES" to question 1 <b>AND</b> you answered "NO" to question 2 above, then enter the data in Section 3 below. If you have any other combination of answers to questions 1 and 2, then you do not need to complete Section 3.</i></p>		

<b>SECTION 3—Compensation of Highly Compensated Officers</b>	
Enter the names of the top five highly compensated officers in descending order:	Enter total compensation* earned in the preceding fiscal year per the instructions below:

**\*Total Compensation shall be calculated based on the sum of (1) through (6) below:**

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation, which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

Attachment E - 2019



U.S. Department of Justice  
Office of Justice Programs  
*Office of Civil Rights*

---

Washington, DC 20531

September 30, 2019

Ms. Gina Hartsfield  
Institute for Intergovernmental Research  
Post Office Box 12729  
Tallahassee, FL 32317-2729

Dear Ms. Hartsfield:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), 42.205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst





U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 2 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

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 all such assurances or certifications as if personally executed by the authorized recipient official.

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 of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, 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

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
Cooperative Agreement

PAGE 3 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 4 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

7. 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 the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

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 the currency of information in SAM.

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

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

*JEH*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 5 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 6 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. 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" (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)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

*kyj*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 7 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

*507*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 8 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP 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 OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. 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 OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. 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 in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

*10/1*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 9 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) 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.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) 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.

21. 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.

22. 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."

23. 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 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, 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, currently, 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.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

*694*





U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 10 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP 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 OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

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, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, 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 OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. 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: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (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>,



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 11 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

27. 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.

*SR*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 12 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

28. 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 the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. 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.

30. 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 OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.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.

*WJ*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 13 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

31. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

1591



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 14 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

32. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 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 (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

34. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2017-AR-BX-K003 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

35. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

36. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

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 OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP 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 the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

*BJA*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 15 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

37. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

38. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

39. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

40. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

41. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

42. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

GAN



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 16 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

44. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

45. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

46. The recipient understands and agrees to track and report data on all training and technical assistance activities and deliverables using the guidance, format, or tool provided by the Program Office or OJP.

47. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

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

*KST*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 17 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

48. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

49. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
50. The recipient agrees to budget funds for one staff representative to attend BJA's Annual Training and Technical Assistance Providers' Meeting once a year for two to three (2-3) days in Washington, D.C. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
51. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.





U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 18 OF 18

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/30/2019

*SPECIAL CONDITIONS*

52. Withholding of funds: Certification with respect to federal taxes

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until a Grant Adjustment Notice (GAN) has been issued to remove this condition.

The certification must be dated, and must indicate the full name and title of the signer, as well as the full legal name of the recipient.

A recipient that is exempt from any legal requirement to file or pay federal taxes (such as a government entity exempt from federal income tax), and to which the elements of the above-specified certification would not apply, must advise OJP in writing -- in lieu of submitting the above-specified certification -- that it is not subject to any legal requirement to file or pay federal taxes.

53. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

54. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance. Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

55. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

56. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP 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 OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Adjustment Notice (GAN) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.



**U.S. Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

---

*Washington, D.C. 20531*

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for Institute for Intergovernmental Research

Awards under the Comprehensive Opioid Abuse Program (COAP) will be used improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, save lives, and reduce crime. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action: (1) New construction. (2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species. (3) A renovation that will change the basic prior use of a facility or significantly change its size. (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment. (5) Implementation of a program involving the use of chemicals. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

## Attachment F

### Bureau of Justice Assistance's Comprehensive Opioid Abuse Program

# Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder

## Grant Overview and Application

### Overview of Funding Opportunity

Individuals with opioid use disorder (OUD) pass through jails each year, placing correctional facilities at the epicenter of the opioid crisis. Few jails offer the FDA-approved medications—buprenorphine, methadone, and naltrexone—that have consistently been shown to be the most effective forms of treatment for OUD when combined with behavioral therapies.

The Building Bridges demonstration project supported a nine-month planning process for selected counties committed to implementing medication-assisted treatment in jails and enhancing collaboration between jails and community-based treatment providers. Communities received coaching and technical assistance to develop a comprehensive continuum-of-care model that targets the jail population and builds bridges between in-custody and community-based treatment and supervision, including probation, parole, and court-based programs.

This funding opportunity, supported by the Bureau of Justice Assistance and the Centers for Disease Control and Prevention, will make \$100,000 available to eligible Building Bridges sites to support projects that increase the capacity of local communities to collaborate across the areas of public safety, behavioral health, and public health. Please see below for the eligibility criteria, allowable uses of funding, and instructions to apply for funding.

### Eligibility Criteria

- ◀ Participated in at least 80 percent of coaching calls.
- ◀ Implementation of at least one form of medication-assisted treatment (MAT) in your local jail by or before February 29, 2020.

### Allowable Uses of Funding

Funds are to be used only to support the following allowable activities:

- ◀ Implementing effective community-level opioid overdose prevention activities
- ◀ Implementing effective linkage to care programs upon release from incarceration
- ◀ Enhancing public health, behavioral health, and public safety (e.g., police and law enforcement agencies, child welfare, courts and corrections, as well as first responders such as fire and paramedic/emergency services) collaborations, with a focus on scaling up promising interventions

### Mandatory Project Information

Responses to the project activity section must be submitted via the solicitation form (see page 4) by 5:00 p.m., ET, on January 31, 2020. All other required documents must be submitted via email to [COAP@iir.com](mailto:COAP@iir.com).

### Additional Mandatory Application Requirements

#### Work Plan (Required)

Attach a work plan with a start date of March 1, 2020. The work plan should outline all planned activities. The work plan should be laid out as a table and contain the following elements:

- ◀ Activities: All activities should be included in the work plan.

- ◀ Responsible individuals: For each activity in the work plan, identify the organization and/or staff member responsible for carrying out the activity; and
- ◀ Timeline: Outline the specific time period during which the activity will occur.

A work plan template has been emailed to you along with this solicitation.

## Budget and Associated Documentation

The Budget Detail Worksheet and the Budget Narrative are now combined in a single document collectively referred to as the Budget Detail Worksheet. The Budget Detail Worksheet is a user-friendly, fillable, Microsoft Excel-based document designed to calculate totals. In addition, the Excel workbook contains worksheets for multiple budget years that can be completed as necessary. All applicants should use the Excel version when completing the proposed budget in an application, except in cases where the applicant does not have access to Microsoft Excel or experiences technical difficulties. If an applicant does not have access to Microsoft Excel or experiences technical difficulties with the Excel version, the applicant should use the 508-compliant accessible Adobe Portable Document Format (PDF) version. Both versions of the Budget Detail Worksheet can be accessed at <https://ojp.gov/funding/Apply/Forms/BudgetDetailWorksheet.htm>. Applicants should complete only the Year 1 tab, which is defined as March 1, 2020, to February 28, 2021.

The Budget Detail Worksheet should provide the detailed computation for each budget line item, listing the total cost of each and showing how it was calculated by the applicant. For example, costs for personnel should show the annual salary rate and the percentage of time devoted to the project for each employee paid with federal funds. The Budget Detail Worksheet should present a complete itemization of all proposed costs.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>. The budget summary page must reflect the amounts in the budget categories as included in the Budget Detail Worksheet. These amounts should mirror the amounts in the Budget Narrative.

## Indirect Cost Rate Agreement (if applicable)

Indirect costs may be charged to an award only if:

- a. The recipient has a current (unexpired), federally approved indirect cost rate; or
- b. The recipient is eligible to use, and elects to use, the de minimis indirect cost rate described in the Part 200 Uniform Requirements, as set out at 2 CFR 200.414(f).

An applicant with a current (unexpired) federally approved indirect cost rate must attach a copy of the indirect cost rate agreement to the application. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant's accounting system permits, applicants may propose to allocate costs in the direct-cost categories.

Certain OJP recipients have the option of electing to use the de minimis indirect cost rate. An applicant that is eligible to use the de minimis rate and wishes to use the de minimis rate should attach written documentation to the application that advises OJP of both (1) the applicant's eligibility to use the de minimis rate and (2) its election to do so. If an eligible applicant elects the de minimis rate, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. The de minimis rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the de minimis rate.) For the de minimis rate requirements (including information on eligibility to elect to use the rate), see the Part 200 Uniform Requirements, at 2 CFR 200.414(f).

This document should be emailed to COAP@iir.com.

## Applicant Certification (Required)

The applicant agency must provide a statement of assurance signed by the authorized representative of the applicant organization stating that:

- ◀ Federal funds made available through this award will not be used to supplant state, local, or tribal funds
- ◀ but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities addressed in the application.

- ◀ There has been appropriate coordination with all affected agencies.
- ◀ The project coordinator will agree to work with BJA and its representatives as well as the selected BJA COAP training and technical assistance provider(s) and partner agencies.

This document should be emailed to [COAP@iir.com](mailto:COAP@iir.com).

### Accounting System and Financial Capability Questionnaire (Required)

All applicants must download, complete, and submit this form: <http://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf>.

This document should be emailed to [COAP@iir.com](mailto:COAP@iir.com).

### Post-Award Requirements

#### Bimonthly Collaborative Calls

The recipient of the funds will be required to have the project coordinator participate in a bimonthly call with BJA policy advisors, CDC staff members, and the IIR project manager. These calls will last no more than 1.5 hours. Additional staff members may choose to participate.

#### Monthly, Quarterly, and Final Reporting

The recipient of funds under this solicitation will be required to submit monthly progress reports, quarterly financial reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent.

#### Confidentiality and Human Subjects Protection

Any recipient of an award under this solicitation will be required to comply with the U.S. Department of Justice regulations on confidentiality and human subjects' protection. See Evidence, Research, and Evaluation Guidance and Requirements, at <https://ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm>. All funded

applicants will be required to provide documentation of compliance with this requirement prior to commencing data collection.

### Applicable Federal Laws and Regulations

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law. Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. Additional information for each requirement can be found at <https://ojp.gov/funding/index.htm>.

### Applicant Process

**Applications due:** January 31, 2020

**Review of applications:** February 1 through February 10, 2020

**Notification of awards:** No later than February 17, 2020

**Project begins:** March 1, 2020

### Application Checklist

- Mandatory Project Information Form (see page 4)
- Budget Detail Worksheet (see page 2)
- Indirect Cost Rate Agreement (if applicable) (see page 2)
- Work Plan (see page 1)
- Applicant Certification (see page 2)
- Accounting System and Financial Capability Questionnaire (see page 3)

---

Bureau of Justice Assistance's  
Comprehensive Opioid Abuse Program

# Building Bridges Between Jails and Community-Based Treatment for Opioid Use Disorder

## Submission Deadline

Applications for the Building Bridges between Jails and Community-Based Treatment for Opioid Use Disorder Implementation Funding are due by 5:00 p.m., ET, on January 31, 2020. Please submit the application by completing this form. By using Adobe Acrobat Reader, you will be able to submit your application directly through a button on the form. A free download of Adobe Acrobat Reader can be found at <https://get.adobe.com/reader>. If using another PDF program, please complete the form and save your responses, then email a copy of the completed form, along with any required documents or attachments, to [COAP@iir.com](mailto:COAP@iir.com).

## Questions

Should you have questions about the application process or issues with submission, please send an email to [COAP@iir.com](mailto:COAP@iir.com).

## Mandatory Project Information

### Applicant Information

Applicant jurisdiction:

Applicant organization:

Employer identification number:

- Type of applicant:
- County government
  - City or township government
  - Nonprofit organization
  - For-profit organization
  - Other (explain)

---

---

## Primary Contact for Matters Related to This Application

First name

Last name

Job title

Phone number

Email address

Street address

City

State

ZIP code

## Project Activities

### Category 1: Implementing Effective Community-Level Opioid Overdose Prevention Activities

Check each of your intended use(s) of funding and provide a description of your activities and objectives. You may select more than one, or not applicable if you will have no activities within this category.

- Not applicable
- Provide training/information to the community and media on the impact of substance abuse and strategies being employed in your community to address SUD.
- Provide individual and caregiver education and training on the risks and side effects of prescription and illicit drugs and administering naloxone.
- Provide training and technical assistance on naloxone distribution to government agencies, community-based service or treatment providers, or educational institutions.
- Provide education to improve family members' or caregivers' understanding of evidence-based treatments and prevention strategies related to SUD.

---

Other (explain)

Other (explain)

Other (explain)

### Category 2: Implementing Effective Linkage to Care Programs Upon Release From Incarceration

Check each of your intended use(s) of funding and provide a description of your activities and objectives. You may select more than one, or not applicable if you will have no activities within this category.

Not applicable.

Develop recovery communities, recovery coaches, and recovery community organizations to expand the availability of and access to recovery support services.

Develop a plan for pre-trial and post-trial populations leaving jail or secure residential treatment to connect them to treatment and recovery supports.

Improve the availability and coordination of transportation services to connect rural residents to recovery and other support services.

Develop data sharing agreements with public health, behavioral health, and public safety agencies to allow for sharing of information and assessing success of programs and policies.



---

Develop shared data systems to allow public health, behavioral health, and public safety agencies to effectively share information about individuals who have SUD and connect to appropriate services.

Provide transitional or recovery housing as part of a comprehensive response strategy.

Other (explain)

Other (explain)

Other (explain)

### Category 3: Enhancing Public Health, Behavioral Health, and Public Safety Collaborations, with a Focus on Scaling Up Promising Interventions

Check each of your intended use(s) of funding and provide a description of your activities and objectives. You may select more than one, or not applicable if you will have no activities within this category.

Not applicable.

Develop data sharing agreements with public health, behavioral health, and public safety agencies to allow for sharing of information and assessing success of programs and policies.

Develop shared data systems to allow public health, behavioral health, and public safety agencies to effectively share information about individuals who have SUD and connect to appropriate services.

- 
- Develop outreach teams to follow up with justice-involved individuals at risk of overdose, particularly those who have just experienced nonfatal overdoses.
  
  - Establish/expand court-based intervention programs to prioritize or expedite services to court-involved individuals who have SUD.
  
  - Develop a plan for pre-trial and post-trial populations leaving jail or secure residential treatment to connect them to treatment and recovery supports.
  
  - Expand or enhance models of care that have demonstrated effectiveness in serving justice-involved individuals with a history of SUD.
  
  - Other (explain)
  
  - Other (explain)
  
  - Other (explain)

---

Visit the COAP Resource Center at [www.coapresources.org](http://www.coapresources.org).

## About BJA

BJA provides leadership and services in grant administration and criminal justice policy development to support local, state, and tribal law enforcement in achieving safer communities. To learn more about BJA, visit [www.bja.gov](http://www.bja.gov) and follow us on Facebook ([www.facebook.com/DOJBJA](https://www.facebook.com/DOJBJA)) and Twitter (@DOJBJA). BJA is part of the U.S. Department of Justice's Office of Justice Programs.

This project is supported by Grant No. 2017-AR-BX-K003 awarded by the Bureau of Justice Assistance (BJA). BJA is a component of the Office of Justice Programs, U.S. Department of Justice. The contents of this document were developed by IIR and do not represent the official position or policies of the U.S. Department of Justice.



Capt. Malcolm McDonald  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

June 4, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply for Grant Award between Oregon Criminal Justice Commission and  
Clackamas County to Provide  
Treatment Options for High Users of Mental Health and Criminal Justice Resources

<b>Purpose/Outcome</b>	To address shortage of community support and services to individuals with mental health or substance use disorders.
<b>Dollar Amount and Fiscal Impact</b>	Up to \$250,000
<b>Funding Source</b>	Oregon Criminal Justice Commission
<b>Duration</b>	July 1, 2020-June 30, 2022
<b>Previous Board Action/Review</b>	No previous action.
<b>Strategic Plan Alignment</b>	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
<b>Counsel Review</b>	
<b>Contact Person</b>	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

**BACKGROUND:** SB 973 was passed into law in 2019, and specified funding for programs that help those in Oregon whose high unmet mental health needs lead to involvement with the criminal justice system and urgent and emergency medical systems. The proposed project would use some of this funding to provide a safety net for clients of the Pretrial and Community Supervision programs who have been identified as high need for mental health treatment. The project would provide monthly vouchers to these clients which would enable the providers and Community Corrections to determine the length of stay needed before the client moves from stabilization housing to permanent housing. Some clients do not require stabilization housing, but do need to work with their therapist or visit their psychiatrist regularly to maintain their medication regimen. However, maintaining regular appointments can be difficult due to a number of accessibility issues. For those patients, we will be partnering with Clackamas County Health, Housing, and Human Services (H3S) to expand telehealth options. Finally, an important requirement of this grant is also one of the strategic results of Community Corrections: HIPAA-protected data sharing of client information. We will use some of the funding to create a sustainable client sharing platform that is accessible to Clackamas County Jail, Juvenile, H3S, and Community Corrections.

The Agreement specifies that the funds will be available for eligible costs beginning on July 1, 2020-June 30, 2022.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve application of this Grant Award from Oregon Criminal Justice Commission to address Treatment Options for High Users of Mental Health and Criminal Justice Resources.

Respectfully submitted;

A handwritten signature in blue ink, appearing to read 'Malcom McDonald', with a long horizontal flourish extending to the right.

Captain Malcom McDonald  
Director, Community Corrections

## Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**\*\* CONCEPTION \*\***

*Note: The processes outlined in this form are not applicable to disaster recovery grants.*

### Section I: Funding Opportunity Information - To be completed by Requester

**Lead Department:** Community Corrections

 Application for:  Subrecipient Assistance  Direct Assistance  
 Grant Renewal?  Yes  No  
 If renewal, complete sections 1, 2, & 4 only  
**If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

**Name of Funding Opportunity:** Improving People's Access to Community-Based Treatment, Supports and Services (IMPACTS) Grant

**Funding Source:** Federal  State  Local

**Requestor Information (Name of staff person initiating form):** Valerie Adrian

**Requestor Contact Information:** vadrian@clackamas.us

**Department Fiscal Representative:** Nora Jones

**Program Name or Number (please specify):** IMPACTS

**Brief Description of Project:**

SB 973 was passed into law in 2019, and specified funding for programs that help those in Oregon whose high unmet mental health needs lead to involvement with the criminal justice system and urgent and emergency medical systems. The proposed project would use some of this funding to provide a safety net for clients of the Pretrial and Community Supervision programs who have been identified as high need for mental health treatment. The project would provide daily vouchers to these clients which would enable the providers to determine the length of stay needed before the client moves to stabilization housing. Some clients do not require treatment housing, but do need to work with their therapist or visit their psychiatrist regularly to maintain their medication regimen. However, maintaining regular appointments can be difficult due to a number of accessibility issues. For those patients, we will be partnering with Behavioral Health to expand telehealth options. Finally, an important requirement of this grant is also one of the strategic results of Community Corrections: HIPAA-protected data sharing of client information. We will use some of the funding to create a sustainable client sharing platform that is accessible to Clackamas County Jail, Juvenile, Behavioral Health, and Community Corrections.

**Name of Funding Agency:** Oregon Criminal Justice Commission

**Agency's Web Address for funding agency Guidelines and Contact Information:**

<https://www.oregon.gov/cjc/impacts/>

**OR**

Application Packet Attached:  Yes  No

**Completed By:** \_\_\_\_\_ **Date** \_\_\_\_\_

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

### Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

<b>Competitive Application</b> <input checked="" type="checkbox"/>	<b>Non-Competing Application</b> <input type="checkbox"/>	<b>Other</b> <input type="checkbox"/>
<b>CFDA(s), if applicable:</b> <u>n/a</u>	<b>Funding Agency Award Notification Date:</b> <u>June 28, 2020</u>	
<b>Announcement Date:</b> <u>May 11, 2020</u>	<b>Announcement/Opportunity #:</b> _____	
<b>Grant Category/Title:</b> <u>IMPACTS</u>	<b>Max Award Value:</b> <u>\$10,000,000</u>	
<b>Allows Indirect/Rate:</b> <u>Yes/TBD</u>	<b>Match Requirement:</b> <u>None</u>	
<b>Application Deadline:</b> <u>June 12, 2020</u>	<b>Other Deadlines:</b> <u>n/a</u>	
<b>Award Start Date:</b> <u>July 1, 2020</u>	<b>Other Deadline Description:</b> _____	
<b>Award End Date:</b> <u>June 30, 2022</u>	<b>Program Income Requirement:</b> <u>n/a</u>	
<b>Completed By:</b> <u>Nora Jones</u>		
<b>Pre-Application Meeting Schedule:</b> <u>May 18, 2020</u>		

**Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff**

**Mission/Purpose:**

**1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?**

By providing fast treatment options tailored to the highest utilizers of our public mental health and criminal justice resources, we are providing resources, intervention, and treatment to these individuals so they can experience and contribute to a safe community.

**2. What, if any, are the community partners who might be better suited to perform this work?**

This will be a collaboration of several community partners and agencies and each is suited for their own unique role in the have a unique role in the project.

**3. What are the objectives of this funding opportunity? How will we meet these objectives?**

The purpose of the funding opportunity is to address the shortage of community supports and services for individuals with mental health or substance use disorders, which leads to increased usage of the criminal justice and medical institutions. We will help decrease this usage by paying

**4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?**

No. The program will provide vouchers and telehealth options to ensure each client has flexibility to fine the care that is right for them.

**Organizational Capacity:**

**1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?**

Yes

**2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?**

Yes-we will be partnering with Clackamas County Jail and Behavioral Health. Although we will not be in contract with them, Bridges to Change will have treatment beds available to accept our clients' vouchers

**3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?**

N/A

**4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?**

It is not a new program, but we will seek state funding to continue to supply vouchers. When the data sharing and tele-health are set up, there will be little to no cost to Community Corrections for those services.

**Collaboration**

1. List County departments that will collaborate on this award, if any.

Clackamas County Jail, Behavioral Health

**Reporting Requirements**

1. What are the program reporting requirements for this grant/funding opportunity?

There will be program reporting requirements but they have not yet been determined.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

We will identify the high utilizers as a requirement of the grant application. Performance will be evaluated based on their outcomes: their ability to access mental health services when needed, their compliance with the terms and conditions of their pretrial or supervision agreements, and

3. What are the fiscal reporting requirements for this funding?

Fiscal reporting requirements have not yet been determined.

**Fiscal**

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes-reducing jail time and emergency room usage will save money compared to the outputs required for treatment vouchers and the implementation of telehealth and data sharing.

2. Are other revenue sources required? Have they already been secured?

No other revenue sources are required.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

No match required.

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Yes, but the rate has not yet been established.

Program Approval:

Name (Typed/Printed)	Date	Signature
<b>** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **</b>		
<b>**ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.**</b>		



**Section IV: Approvals**

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
<i>Malcolm McDawid</i>	5/27/2020	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER		
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:  Date:

OR

Policy Session Date:

---

County Administration Attestation

**County Administration: re-route to department contact when fully approved.  
Department: keep original with your grant file.**