

**SUBAWARD AGREEMENT
BETWEEN
Atlanta Police Foundation
AND
Fulton County District Attorney's Office**

This is a Subaward agreement, also known as a subrecipient contract or memorandum of understanding, hereinafter "agreement" under a grant between (Sub-grantee) *Atlanta Police Foundation* ("APF"), a non-profit corporation organized under the laws of the State of Georgia and registered as a non-profit corporation in the State of **Georgia**, and **Fulton County, Georgia** on behalf of **Fulton County District Attorney's Office**, (Awardee"), a government entity located at **136 Pryor Street SW, Atlanta, GA 30303**. The Fulton County District Attorney's office (FCDAO) is the recipient of the 2020 Comprehensive Anti-Gang Programs for Youth Program Grant, Grant Award No. 2020-MU-MU-0022, in the amount of \$488,594.00.

The total project budget under this Sub-grant agreement is **\$73,000.00**.

A. PURPOSE OF THE SUB-GRANT

- A.1 The purpose, goals and objectives of this award ("Sub-grant") to the Sub-grantee is to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs ("Participants").
- A.2 This Sub-grant is issued to the Sub-grantee on the express condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which include the Mandatory Standard Provisions (**APPENDIX I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-grant Agreement.

B. PERIOD OF SUB-GRANT AGREEMENT

- B.1 This sub grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on **February 10, 2022**, and terminating no later than the completion date of **September 30, 2025**.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.
- B.3 **This agreement will automatically renew upon receipt of new award and stay in effect from term to term or until such time that both parties agree to execute a new contract.**

C. ORIGINATING SOURCE OF FUNDING

- C.1 The originating source of these Federal assistance grant funds to the subrecipient is the **U.S. Department of Justice**, Office of Juvenile Justice and Delinquency Prevention, 2020 Comprehensive Anti-Gang Programs for Youth ("2020 CAGPFY") Program Grant, Grant Award No. 2020-MU-MU-0022.
- C.2 The originating grant period is from **October 1, 2020, to September 30, 2025**.
- C.3 The **Catalogue of Federal Domestic Assistance (CFDA)** or Assistance Listing Number # number is: **16.123**,

D. AMOUNT OF SUB-GRANT AND PAYMENT

- D.1 FCDAO, the pass-through entity makes an award to the subrecipient. Acting in the capacity of a pass-through entity under this Sub-grant agreement, will pay Sub-grantee up to a total of \$73,000.00 for the successful completion of services provided under this Sub-award.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. FCDAO shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of quarterly invoices (see "**Reporting**", **Section F**) in a format established by or pre-approved by FCDAO. Funds will be made available before 90 working days of receipt of the invoices in accordance with the reporting provisions in **Section F**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 FCDAO reserves the right to withhold cash payment for any of the following:
- Sub-grantee failure to make progress towards the goals and objectives set forth in Attachment 1.
 - Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement.
 - Sub-grantee inability to submit timely reports as described in this agreement.
- D.5 All payments to Sub-grantee will be made by Electronic Funds Transfer (EFT). If alternative payment method is needed, Sub-grantee must notify FCDAO..

E. SUB-GRANT MODIFICATIONS

The following modifications require written approval from FCDAO:

- To change the scope of the project objectives and/or activities.
- To reallocate between budget lines items or between budget categories an amount greater than ten percent of the total Sub-grant award.
- To Sub-grant or contract any portion of this award to a third party.
- To hire a consultant at a rate exceeding \$650 per 8-hour day.

F. REPORTING

Financial Reporting

- F.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by FCDAO, Sub-grantee may be required to send the supporting documentation to support claims made on the invoice. FCDAO may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary.
- F.2 Sub-grantee shall prepare invoices on a monthly basis throughout the project period, according to the timetable below:

| Financial Reporting Period | Due Date |
|-----------------------------------|-----------------|
| October 1 – October 31 | November 30 |
| November 1 – November 30 | December 31 |
| December 1 – December 31 | January 31 |
| January 1 – January 31 | February 28 |
| February 1 – February 28 | March 31 |
| March 1– March 31 | April 30 |
| April 1 – April 30 | May 30 |
| May 1 – May 31 | June 30 |
| June 1 – June 30 | July 31 |
| July 1 – July 31 | August 31 |
| August 1 – August 31 | September 30 |
| September 1 –September 30 | October 31 |

- F.3 Invoices shall include at a minimum the following information:
- The beginning and end dates of the invoice period;
 - Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
 - Itemized costs for personnel as well as fringe benefits.
 - Non-personnel costs itemized
 - Current invoice amount, as well as the cumulative amount paid under the Subaward at the invoice date;
 - Certification required by 2 CFR 200.415 (a).
- F.4 A final invoice under this Sub-grant must be provided to FCDAO, no later than September 15, 2025.

Programmatic Reporting

- F.5 Sub-grantee shall prepare written programmatic reports on a monthly basis throughout the project period, according to the timetable below:

| Narrative Reporting Period | Due Date to |
|-----------------------------------|--------------------|
|-----------------------------------|--------------------|

| | |
|----------------------|------------|
| | |
| July 1 – December 31 | January 15 |
| January 1 – June 30 | July 15 |

F.6 Programmatic reports should include the following information:

- a. Major activities, program highlights, and accomplishments during this period;
- b. Challenges faced and issues encountered, including any deviations or departures from the original project plan;
- c. Any issues or problems hindering the completion of project goals;
- d. Significant findings and events.

F.7 A final programmatic report under this Sub-grant must be provided to FCDAO no later than **September 15, 2025**

F.8 All required reports should be submitted to FCDAO according to the timetables indicated in this Agreement.

F.9 FCDAO may, at its discretion, request other programmatic reports from Sub-grantee.

G. SPECIAL AWARD CONDITIONS

The Federal award special conditions are attached in Appendix II.

H. MONITORING, EVALUATION AND SANCTIONS

H.1 As a part of its ongoing monitoring process, FCDAO will evaluate Sub-grantee progress and project goal attainment based on progress reports prepared by Sub-grantee and submitted to FCDAO, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.

I. SUB-AWARDS

I.1 No funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant or contract without prior written approval from the FCDAO.

I.2 Under the terms of this agreement with the Atlanta Police Foundation, the Sub-grantee, has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to FCDAO at the address specified in **Section L.1**.

J. DOMICILE

J.1 The following addresses provided as the *primary point of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

| | |
|-------------------------|-----------------------------------|
| Name and Title: | Dave Wilkinson Executive Director |
| Organization: | Atlanta Police Foundation |
| Street Name and Number: | 191 PEACHTREE ST NE STE 191 |
| City, State and Zip: | ATLANTA, GA 30303 |
| Country: | United States |
| Telephone Number: | |
| Email Address: | |

- J.2 The **Awardee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

| | |
|-------------------------|----------------------------------|
| Name and Title: | Michele Henry, Grants Director |
| Organization: | Fulton County District Attorney |
| Street Name and Number: | 136 Pryor St, Third Floor, |
| City, State and Zip: | Atlanta GA 30303 |
| Country: | United States |
| Telephone Number: | |
| Email Address | Michele.Henry@fultoncountyga.gov |


K. REPRESENTATIONS AND WARRANTIES

- K.1 The Grantee and the Sub-Grantee shall be independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.
- K.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

Acknowledged and Accepted:

By: Dave Wilkinson
Dave Wilkinson, Executive Director
OAA

Date: 3-31-2025

By: 
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Date: 6/9/2025

ITEM # 25-0446 SRM 7 / 12 / 28
SECOND REGULAR MEETING

ATTACHMENTS

- I. Goals and Objectives
- II. Sub-grantee Approved Project Budget
- III. Anti-Prostitution Certification

APPENDICES

- I. Mandatory Standard Provisions
- II. Federal Award Special Conditions

ATTACHMENT I GOALS AND OBJECTIVES

The purpose, goals and objectives of this award ("Sub-grant") to the Sub-grantee is to implement gang prevention, intervention, community engagement, and violence interruption strategies based on the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model. These strategies will dissuade youth from joining gangs and help them discontinue their involvement in gangs ("Participants").

Prevent violence and promote healing from victimization and exposure to violence. Intervention strategies that can dissuade youth from joining gangs and help them discontinue their involvement in gangs. Formulate a partnership with Chris 180, a behavioral health and child welfare service. The organization offers foster homes, counseling and behavioral assessments.

Reduce and sustain reductions in community youth violence, particularly gun and gang violence, and victimization. Intervention strategies that can dissuade youth from joining gangs and help them discontinue their involvement in gangs.

Intervention strategies that can dissuade youth from joining gangs and help them discontinue their involvement in gangs. Formulate a to provide a mentorship program utilizing convicted felons to serve as outreach workers for selected at risk youth.

These programs will provide youth with a variety of recreational activities and job opportunities during the day and evening to promote community and reduce overall crime.

**ATTACHMENT II
APPROVED PROJECT BUDGET**

| Anti-Gang | | | | | SURECIPIENT BUDGET | |
|---------------------|--------------------------|------------------------------|------------------------------|------------------------------|-----------------------------------|-----------------------------------|
| Grant Number | Subrecipient Name | Year 1 10/20-9/21 | Year 2 10/21-9/22 | Year 3 10/22-9/23 | Year 4 10/23- 9/24 | Year 5 10/24- 9/25 |
| 2020-MU-MU-0022 | APF | \$0 | \$0 | \$25,000 | \$25,000 | \$23,000 |
| | | | | | | |

Subrecipient Name (must match unique entity identifier name) Atlanta Police Foundation

Subawardee Unique Entity Identification (UEI) number R72MHKSBLA54
Federal Award Identification Number (FAIN) 2020-MU-MU-0022

Grant Award Amount \$488,594.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity. \$73,000.00

Name of Contact Subrecipient Organization Dave Wilkinson

Name of Federal Awarding Agency, Delinquency Prevention Office of Juvenile Justice and

Name of pass-through entity, Fulton County Government

**ATTACHMENT IV
ANTI-PROSTITUTION CERTIFICATION**

Information about the Certification Regarding Prostitution and Related Activities

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and which contribute to the phenomenon of trafficking in persons. Reducing the incidence of prostitution is therefore an inseparable part of the larger strategy of the U. S. to combat trafficking.

Section 7 of the Trafficking Victims Protection Reauthorization Act, 22 U.S.C. § 7110(g), provides that "No funds made available to carry out [the Act] may be used to promote, support, or advocate the legalization or practice of prostitution." It further provides that "No funds made available to carry out [the Act] may be used to implement any program . . . through any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution." Therefore, organizations receiving ORR-administered Federal anti-trafficking funds must certify that they will not use the funds to promote, support or advocate the legalization or practice of prostitution.

Certification Regarding Prostitution and Related Activities

As an officer or other person authorized to bind the recipient organization of U.S. Government funds in connection with this grant award, I hereby make the following certification that is a prerequisite to the receipt of funds under this grant:

(1) Use of Funds Certification:

"I hereby certify that the recipient of the funds made available through this grant will not use such funds to promote, support, or advocate the legalization or practice of prostitution."

(2) Eligibility Certification:

____ (i) Primary Eligibility Certification: "I certify that the organization does not promote, support, or advocate the legalization or practice of prostitution and will not promote, support, or advocate the legalization or practice of prostitution during the term of this grant. I further certify that the organization does not operate through any other organization or individual that supports, promotes, or advocates the legalization or practice of prostitution."

Name of Recipient Organization:

By: 

Printed Name: Robert L. Pitts, Chairman

Title: Fulton County Board of Commissioners

Date: 6/9/2025

APPENDIX I

MANDATORY STANDARD PROVISIONS For Sub-Grants with U.S.-Based Non-Profits

1. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING

- 1.1 Sub-grantee shall maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Sub-grant, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the Sub-grant, all cost of the project supplied by other sources, and the overall progress of the project.
- 1.2 Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained to dispose of the records.
- 1.3 If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
- 1.4 Sub-grantee agrees that it shall have annually either an organizational audit of Federal funds or a program specific audit of the funds provided under this Sub-grant as well as the financial statements of the organization as a whole, in accordance with OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.
- 1.5 Sub-grantee certifies that complies with the Uniform Guidance and will provide notice of completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.
- 1.6 FCDAO reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) during the project term. Refusal to participate in an audit will delay or cancel fund allocations.
- 1.7 The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

2. TERMINATION AND SUSPENSION

- 2.1 FCDAO may suspend or terminate this award at any time, in whole or in part, if and when it is determined that the Sub-grantee has materially failed to comply with the terms and conditions of the grant.
- 2.2 FCDAO may terminate this award at any time if funding is no longer available for the grants program, or if the federal donor agency unilaterally terminates the program due to extraordinary circumstances.
- 2.3 In the event of termination and/or suspension of Sub-grant Agreement, Sub-grantee will be notified in writing within 15 days prior to the effective termination or suspension date. Upon notification, Sub-grantee shall take immediate action to minimize all expenditures against the Sub-grant.
- 2.4 In the event of termination for non-compliance with the terms of this Agreement, the Sub-grantee may be subject to other legal or administrative remedies, as appropriate.
- 2.5 No expenses can be charged against the grant after the effective date of termination.

3. DISPUTES

- 3.1 FCDAO management staff shall consult with the Federal donor agency to determine the best course of action regarding any disputes that arise under this Sub-grant Agreement.
- 3.2 Sub-grantee has the right to appeal and shall be given an opportunity to be heard and to offer evidence in support of its appeal.
- 3.3 Any appeal made under this provision shall be made in writing and addressed A copy of the appeal may be provided at the same time to the Federal donor agency Program Specialist.

4. PROHIBITION OF SUPPLANTING

- 4.1 Sub-grantee shall use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

5. INSURANCE AND NON- LIABILITY

- 5.1 The Sub-grantee shall maintain all appropriate insurance coverage during the period this agreement remains in effect.
- 5.2 The Sub-grantee shall hold FCDAO harmless for any loss or damage that may occur during transportation or delivery of project goods or services.
- 5.3 The Sub-grantee agrees to release, indemnify, and hold harmless FCDAO, its officers, directors, employees, agents and its respective heirs, legal representatives, successors and assigns, from any and all claims, demands, liabilities, expenses (including reasonable attorney's fees and disbursements, court costs, judgments, settlements and fines) arising out of, resulting from, or in connection with the performance of this Agreement by the Sub-grantee

or a partner, agent or client of the Sub-grantee. This paragraph shall survive termination or expiration of this Agreement.

7. DEBARMENT AND SUSPENSION

- 7.1 By signing this agreement, the Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.

8. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION

- 8.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.
- 8.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.
- 8.3 By signing this agreement, the Sub-grantee certifies that, as of the date on which this agreement is executed, the Sub-grantee named in this agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.
- 8.4 Should any change in circumstances pertaining to this certification occur at any time, the Sub-grantee will notify FCDAO immediately.

9. CIVIL RIGHTS COMPLIANCE

- 9.1 Sub-grantee shall comply with nondiscrimination requirements contained in various federal laws. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Sub-grantee after a due process hearing, the Sub-grantee agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

10. LOBBYING

- 10.1 Sub-grantee shall not use federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form–LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

11. FORCE MAJEURE

- 11.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

12. AMENDMENT

- 12.1 This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant document, after formal consultations and agreement between the pursuant parties to the agreement.

13. PROCUREMENT

- 13.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR Part 215.
- 13.2 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurement. Awards shall be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the recipient.
- 13.3 Any and all bids or offers may be rejected when it is in the recipients interests to do so.
- 13.4 The Sub-grantee will not use any grant funds towards capital expenses.

14. PROPERTY

- 14.1 Any property procured through this agreement will remain vested with the Sub-grantee, unless the residual value is greater than or equal to \$5,000, in which case Sub-grantee must request disposition instructions. The Sub-grantee may request, in writing, that property greater than or equal to \$5,000 remain with the Sub-grantee, provided that adequate justification is supplied.
- 14.2 The Sub-grantee must take all reasonable actions to protect property purchased through the Sub-grant funds from being damaged or stolen.
- 14.3 Sub-grantee shall ensure that any related promotional materials will acknowledge the Office of Justice Programs' financial contributions with the following statement in the designated acknowledgment section: "This project was made possible with funding provided by the Office of Justice Programs."
- 14.4 FCDAO shall at its discretion have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publications, on the website, and in local and national events or education tools. Sub-grantee shall be accorded acknowledgment for any materials produced by the Sub-grant and used by FCDAO.

15. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 15.1 Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the Sub-Grantee certifies that it will comply with the requirements of the Act.

16. OTHER PROVISIONS

- 16.1 Unless otherwise indicated, the appropriate provisions of *Appendix A* in 28CFR-70 (for Sub-grants with source funding from DOJ), 22CFR-226 (for Sub-grants with source funding from USAID), 22CFR-145 (for Sub-grants with source funding from the DOS, or 45CFR-74 (for Sub-grants with source funding from DHHS) are adopted by reference. Other provisions applicable to this agreement are herein expressly stated.

17. GOVERNING LAW

- 17.1 This Agreement shall be interpreted and construed according to, and governed by, the substantive laws of the State of Georgia, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Venue cited in the Agreement shall have jurisdiction to hear any dispute under this Agreement.

APPENDIX II

Federal Award Special Conditions

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.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

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

Failure to comply with one or more 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 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. 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 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 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 2020 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.

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, 2018, 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, 2018, 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.

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).

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), 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 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. E-Verify employer agents can email E-Verify at 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 "Agreement").

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 Agreement 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 Agreement 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 "Agreement" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement Agreement 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 Agreement (if Agreement would exceed \$250,000)), and are incorporated by reference here.

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, Agreementor or subAgreementor (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.

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>.

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 "highrisk" 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 1, Part 38, under e-CFR "current" data.

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, Agreement, subAgreement, 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 2020) 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 that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.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") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, Agreement, sub Agreement, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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 Agreement or sub Agreement with any funds under this award, may require any employee or Agreement 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 Agreementors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or Agreementors 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 Agreement 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 Agreements, 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 Agreement, or subAgreement under a procurement Agreement) either requires or has required internal confidentiality agreements or statements from employees or Agreement that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or Agreement 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, Agreement, or subAgreement entity that receives funds under this award is or has been requiring its employees or Agreement 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.

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. 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.

31. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

32. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

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. 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).

35. 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).

36. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<https://ojjdp.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is

to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.

37. The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # () awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.

38. The award recipient must attend a cross-site grantee meeting of up to 3 days, sponsored by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), in each year of the project period at a location to be determined by OJJDP.

39. 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.

40. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.