



ATTACHMENT A-2, FEDERAL AWARD SPECIAL CONDITIONS

TABLE OF CONTENTS

Section 1 Federal Award Special Conditions Applicable to All Contractors...1
Section 2 Program-Specific Federal Award Conditions...9
2.1 Edward Byrne Memorial Justice Assistance Grant...9
2.2 Paul Coverdell Forensic Sciences Improvement Grant...11
2.3 John R. Justice Prosecutors and Defenders Incentive Act...13
2.4 National Criminal History Improvement Program & NCIS Act Record Improvement Program...14
2.5 Residential Substance Abuse Treatment for State Prisoners...15
2.6 Sexual Abuse Services Formula Program (SASP) & Violence Against Women Formula Grant (VAWA)15
2.6.1 Special Conditions of SASP Awards...15
2.6.2 Special Conditions for VAWA Awards...15
2.6.3 Conditions Applicable to both SASP & VAWA Awards...16
2.7 Coronavirus Emergency Supplemental Funding Program...17
2.8 Victims of Crime Act Awards...18

Section 1 Federal Award Special Conditions Applicable to All Contractors

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 Contractor that relate to conduct during the period of performance also is a material requirement of the award.

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) or Office on Violence Against Women (OVW), as applicable, taking appropriate action with respect to the Contractor and the award.

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 the United States Code of Federal Regulations (CFR) found at C.F.R. Part 200, as adopted and supplemented by Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the 'Part 200 Uniform Requirements') apply to this FY 20xx award from the Office of Justice Programs (OJP) or Office on Violence Against Women (OVW), as applicable.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 20xx award supplements funds previously awarded by OJP/OVW 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 20xx 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 Contractor must retain - typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies - and to which the Contractor 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. The Contractor agrees that all financial records indicated at 2 C.F.R. 200.333. The Contractor agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final expenditure report or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

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

3. Compliance with DOJ Grants Financial Guide

Reference 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 Contractor 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 2, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially 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. This rule of construction specifically includes through award conditions, and references set out in other award requirements.

5. Requirements related to 'de minimis' indirect cost rate

A Contractor 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 DCJS in writing to 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.

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

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

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).

7. Employment eligibility verification for hiring under the award

The Contractor must 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 Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the Contractor's obligations under this condition are posted on the OJP website at: <https://www.ojp.gov/funding/Explore/LegalOverview2019> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

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 DCJS, before award acceptance.

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

The Contractor 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 Subcontractor) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of 'personally identifiable information (PII)' (2 C.F.R. 200.79) within the scope of an OJP/OVW grant-funded program or activity, or (2) uses or operates a 'Federal information system' (OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP/OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. All subawards ('subgrants') must have specific federal authorizations

The Contractor 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 website at <https://ojp.gov/funding/Explore/SubawareAuthorization.htm> (Award condition: All subawards ('subgrants') must have specific federal authorization), and are incorporated by reference here.

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

The Contractor 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 website 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.

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

No Contractor 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 DOJ.

The details of the Contractor's obligations under this condition are posted on the OJP website at: <https://www.ojp.gov/funding/Explore/LegalOverview2019> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including requirements and OJP/OVW authority to terminate award)

The Contractor 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 the Contractor, or individuals defined (for purposes of this condition) as 'employees' of the Contractor.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by Contractors related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. 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) is to benefit a set of individuals under 18 years of age.

The Contractor, 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 website at: <https://ojp.gov/funding/Explore/Interact-Minors.htm> and on the OVW website at <https://www.justice.gov/ovw/award-condition> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

The Contractor 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 '2015 DOJ Grants Financial Guide').

15. Training Guiding Principles

Any training or training materials that the Contractor - develops or delivers with these funds must adhere to the Training Guiding Principles for Grantees and Subgrantees, available at:

OJP - <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>

OVW - <https://www.justice.gov/ovw/grantees#Resources>.

16. Effect of failure to address audit issues

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

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

The Contractor 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.

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

The Contractor 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'.

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

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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

The text of the regulation, now entitled 'Partnerships with Faith-Based and Other Neighborhood Organizations', 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.

20. Restrictions on 'lobbying'

In general, as a matter of federal law, federal funds awarded by OJP/OVW may not be used by the Contractor, 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. For example, the Contractor may, use OVW federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.)

Another federal law generally prohibits federal funds awarded by OJP/OVW from being used by the Contractor 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 the Contractor would or might fall within the scope of these prohibitions, the Contractor is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS.

21. Compliance with general appropriations-law restrictions on the use of federal funds (FY20xx)

The Contractor 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, 20xx, are set out at: <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award conditions: General appropriations-law restrictions on use of federal award funds) and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS.

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

The Contractor 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at 800-869-4499 (phone) or 202-616-9881 (fax).

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

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

No Contractor under this grant, or entity that receives a procurement contract or subcontract with any funds under this grant, 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 grant, 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 grant, the Contractor-

- a. represents that it neither requires nor has required internal confidentiality agreement or statements for 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 presumption of) such obligations only if expressly authorized to do so by that agency.

2. If the Contractor does or is authorized under this grant to make subgrants, procurement contracts, or both, it

represents that-

- a. it has determined that no other entity that the Contractor's application proposes may or will receive grant funds (whether through a 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
- b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. it certifies that, if it learns or is notified that any subgrantee, 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 grant funds to or by that entity, will provide prompt written notification to DCJS and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

The Contractor 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 Contractor 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 Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

25. Encourage 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 Contractors to adopt and enforce policies banning employees 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.

26. Consultant compensation rates

The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, Contractors must submit to DCJS a detailed justification and have such justification approved by DCJS, prior to obligation or expenditure of such funds.

Issuance of this award or approval of the award budget does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Contractors are required to maintain documentation to support all daily or hourly consultant rates.

27. Requirement for data on performance and effectiveness under the grant

The Contractor must collect and maintain data that measure the performance and effectiveness of work under this grant. 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.

28. Compliance with National Environmental Policy Act and related statutes

Upon request, the Contractor must assist DOJ Bureau of Justice Assistance (BJA) in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the Contractor or by a subgrantee.

Accordingly, the Contractor agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the Contractor agrees to contact BJA.

The Contractor understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Contractor, a subgrantee, or any third party, and the activity needs to be undertaken in order to use these grant funds, this condition must first be met. The activities covered by this condition are:

1. New construction;
2. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register for Historic Places;
3. A renovation, lease, or any proposed use of a building or facility that will either
 - a. result in a change in its basic prior use or
 - b. significantly change its size;
4. Implementation of a new program involving the use of chemicals other than chemicals that are
 - a. purchased as an incidental component of a funded activity and
 - b. traditionally used, for example, in office, household, recreational, or education environments; and
5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Contractor understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The Contractor further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Contractor's Existing Programs or Activities: For any of the Contractor's existing programs or activities that will be funded by these grant funds, the contractor, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

29. FFATA reporting: Subawards and executive compensation

DCJS must comply with applicable requirements to report Contractor awards 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 Contractor. The details DCJS obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at: <https://ojp.gov/funding/Explore/FFATA.htm> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

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).

Section 2 Program-Specific Federal Award Conditions

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

2.1 Edward Byrne Memorial Justice Assistance Grant (Byrne JAG)

Justice Information Sharing - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Contractor must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. The Contractor shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/fsp_grantcondition. The Contractor shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Avoidance of duplication of networks - To avoid duplication existing networks or information technology (IT) systems in any initiatives funded by this grant for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Contractor can demonstrate to the satisfaction of DCJS that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Compliance with 28 C.F.R. Part 23 - With respect to any information technology system funded or supported by funds under this award, the Contractor must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the Contractor may be fined as per 42 U.S.C. 3789g(c)-(d). The Contractor may not satisfy such a fine with federal funds.

Protection of human research subjects - The Contractor 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 obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

Law enforcement task forces - required training - Within 120 days of award acceptance, each current member of a law enforcement task force funded with grant funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this grant, or once every four years if multiple OJP grants include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If grant funds are used to support a task force, the Contractor must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's website and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Required attendance at BJA-sponsored events - The Contractor must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

Prohibition on use of award funds for match under BVP program - JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Certification of body armor 'mandatory wear' policies - The Contractor agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this grant have a written 'mandatory wear' policy in effect. This policy must be in place for at least all uniformed officers before any funds must be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Body armor - compliance with NIJ standards - Ballistic-resistance and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/bodyarmor/pages/safety-initiative.aspx>.

Required data on law enforcement agency training - Any law enforcement agency receiving funding from this JAG grant must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Prohibition Expenditures List - Grant funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

Controlled expenditures - prior written approval required - Grant funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA.

The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

Controlled expenditures - incident reporting - If an agency uses grant funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of-(1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LEEequipment-WG-Final-Report.pdf>.

Sale of items on Controlled Expenditure List - Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with grant funds may be transferred or sold to the third party, except as described below:

1. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.
2. Agencies may not transfer or sell any riot helmets or riot shields purchased under this grant.
3. Agencies may not transfer or sell any Controlled Equipment purchased under this grant to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The Contractor must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with grant funds, and must abide by any applicable laws (including regulations) in such disposal.

Prohibited or controlled expenditures - Effect of failure to comply - Failure to comply with a grant condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

Controlled expenditures - Standards - Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with grant funds must adopt robust and specific written policies and protocols governing General Policies Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies

specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the Contractor must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

Use of funds for DNA testing; upload of DNA profiles - If grant funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ('CODIS', the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this grant may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Grant funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

Investigations of Clandestine Methamphetamine Laboratories - No monies from this award or the accompanying match may be obligated to support the investigations, seizure, or closure of clandestine methamphetamine laboratories until such a time as DCJS has a mitigation plan in place which meets all applicable Federal, State and local laws and regulations and DCJS has the capacity to ensure compliance and monitor activities.

Confidentiality of data - The Contractor must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

2.2 Paul Coverdell Forensic Sciences Improvement Grant (Coverdell)

Generally Accepted Laboratory Practices - The Contractor shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies. External Investigations. The Contractor shall ensure that requirements associated with 34 U.S.C. section 10562(4) (which relate to process in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office) that will receive any portion of the award either is accredited, or will use a portion of this award to prepare and apply for accreditation, the Contractor shall ensure that for any sub-award it makes under this award, it will require in a legally-binding and enforceable writing, such as the sub-award documentation (for example, sub-award terms and conditions), that its subrecipient: 1) if accredited, must continue to demonstrate such accreditation as a condition of receiving or using the sub-award funds; or 2) if not accredited, must use the sub-award funds to prepare and apply for accreditation. The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Forensic Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding the NIJ will consider to be acceptable documentation of accreditation. The Contractor is to contact the NIJ grant manager for clarification or guidance if it should have any question as to what constitutes proper accreditation for the purposes of the Coverdell program. Award funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that NIJ determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient. The Contractor agrees to notify NIJ promptly upon any change in the accreditation status of any forensic science laboratory or forensic laboratory system that receives funding under this award.

Use of Funds; No Research - Funds provided under this award shall be used for the purposes and types of expenses set forth in the solicitation. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the NIJ grant manager prior to incurring the expense or commencing the activity in question.

Performance Measures. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with these Coverdell funds, if applicable to the award. Contractors are required to collect and report data relevant

to these measures.

The Contractor understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The Contractor further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit. The Contractor understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The Contractor further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the solicitation. The Contractor understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The Contractor further understands and agrees that program income earned and expended within ninety (90) days of the end of the award period must be returned to OJP.

The Contractor understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its methods of allocating fees received for such services to program income. Notice must be provided in writing to the NIJ grant manager for the award within ten (10) business days of implementation of the change.

The Contractor acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, NIJ assumes that Contractors (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The Contractor shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral. Should the project period for this award be extended, the Contractor shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the Contractor shall submit the required information as to any period not covered by prior reports as part of its final report. The Contractor understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

Copyright; Data Right - The Contractor 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 sub-award; 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 Contractor (and of each subrecipient, if applicable) to ensure that this condition is included in any sub-award under this award. The Contractor has the responsibility to obtain from subrecipients and subcontractors (if any) all rights and data necessary to fulfill the Contractor's obligations to the Government under this award. If a proposed sub-recipient or subcontractor refuses to accept terms affording the Government such rights, the Contractor 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.

The Contractor 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.

To assist in information sharing, the Contractor shall provide the NIJ grant manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the Contractor for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NU in responding to any inquiries that may arise. Any publications - excluding press release and newsletters - whether published at the Contractor's or government's expense, shall contain the following statement: 'This project was supported by Award No. _____, awarded by the National Institute of Justice, 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.' This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

2.3 John R. Justice Prosecutors and Defenders Incentive Act

By accepting this award, the Contractor agrees to abide by and comport with all requirements, applicable definitions, and conditions of the authorizing statute (34 U.S.C. 10671) and any related regulations or other guidance promulgated by the Department of Justice.

Subawards using these funds shall be made to lending institutions holding qualifying loans and may not be made directly to an individual beneficiary. No JRJ funds may be applied to repay a loan described in 42 U.S.C. §3797cc-2l(b)(3)(B).

Contractors agree to cooperate with BJA in requiring that all current fiscal year beneficiaries of JRJ funds execute the John R. Justice Student Loan Repayment Program (JRJLRP) Service Agreement, Secondary Service Agreements, as well as any addenda and associated documentation thereto. As part of this responsibility, Contractors will be required, on a schedule to be determined by BJA, to both: (1) collect said documentation from each individual JRJ beneficiary in their State; and (2) submit to BJA the compiled record of all documents collected under sub. (1) by uploading the same into OMS (or in a manner otherwise prescribed by BJA).

In selecting individual beneficiaries, Contractors agree to give priority consideration to those individuals who have an ongoing John R. Justice Loan Repayment Program (JRJLRP) Service Agreement obligation at the time of selection. The Contractor will only re-select individuals whom the Contractor reasonably believes will continue to maintain their eligibility to receive JRJ benefits.

Contractors agree to cooperate with BJA by annually assessing, through engagement with prosecutor and public defender offices, the impact of the John R. Justice Grant Program on the recruitment and retention of prosecutors and public defenders in the state or territory. This may be accomplished qualitatively, through surveys, leader interviews, a focus group or other methods. As part of this responsibility, Contractors will be required, on a schedule to be determined by BJA, to submit to BJA a copy of the impact assessment(s) by uploading the same into OMS (or in a manner otherwise prescribed by BJA).

Confidentiality of data - The Contractor must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

The Contractor 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.

The Contractor 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 website 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 Contractor's or government's expense, shall contain the following statements: 'This project was supported by Grant No. 2019-J2-BX-0005 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.

2.4 National Criminal History Improvement Program (NCHIP) & NICS Act Record Improvement Program (NARIP)

Contractor agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard. 'Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information' (ANSI/NIST-ITL 1-2007 Part I) and other reporting standards of the FBI.

Contractor agrees that criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds will be compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.

Protective order systems developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

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 Contractor 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. cost 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 Contractor 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 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.

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Contractor 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. (A Contractor 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.

The value or amount of any 'non-federal share', 'match', or cost-sharing contribution incorporated into the OJP OCFO-approved budget for this award is part of the 'project cost' for purposes of the Part 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the OJP-approved budget that are provided as 'match' or through 'cost

sharing'.

2.5 Residential Substance Abuse Treatment for State Prisoners (RSAT)

The Contractor 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 website 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 Contractor's or government's expense, shall contain the following statements: 'This project was supported by Grant No. 2019-J2-BX-0005 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.

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Contractor 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. (A Contractor 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.

2.6 Sexual Assault Services Formula Program (SASP) & Violence Against Women Formula Grant (VAWA)

2.6.1 Sexual Assault Services Formula Program (SASP) - Special Conditions for SASP Awards

Use of funds for direct intervention and related assistance - The Contractor agrees that funds will only be used for the provision of direct intervention and related assistance to victims of sexual violence and their family and household members, including 24-hour crisis line services, medical and criminal justice/civil legal accompaniment, advocacy, and short-term individual and group support counseling. Funds cannot be used towards prevention education efforts, projects focused on training allied professionals and/or communities, or the establishment or maintenance of Sexual Assault Response Teams.

2.6.2 Violence Against Women Formula Grant (VAWA) - Special Conditions for VAWA Awards

Ongoing compliance with statutory certifications - The Contractor agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the Contractor's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. §10449(e) (regarding judicial notification), 34 U.S.C. §10450 (regarding certain fees and costs), and 34 U.S.C. §10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

Requirements for Contractors providing legal assistance - The Contractor agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the Contractor. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B)(i) is partnered with any entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim services provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the Contractor's organizational policies do not require mediation or

counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The Contractor also agrees to ensure that any subrecipient ('subgrantee') at any tier will comply with this condition.

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

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

2.6.3 Sexual Assault Services Formula Program (SASP) & Violence Against Women Formula Grant (VAWA) - Conditions Applicable to both SASP & VAWA Awards

Availability of general terms and conditions on OVW website - The Contractor agrees to follow the applicable set of general terms and conditions that are available at: <https://www.justice.gov/ovw/grantees#award-conditions>.

These do not supersede any specific conditions in this award document.

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

VAWA 2013 nondiscrimination condition - The Contractor acknowledges that 34 U.S.C. §12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ('subgrantees') at any tier will comply with this provision.

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

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

Activities that compromise victim safety and recovery or undermine offender accountability - The Contractor agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

Subcontractor product monitoring - The Contractor agrees to monitor subcontractors to ensure that materials

and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

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

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

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

Publication disclaimer - The Contractor agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: 'This project was supported by Grant No. awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice.' The Contractor also agrees to ensure that any subrecipient at any tier will comply with this condition.

Publication disclaimer for SAS Formula subrecipients and VAWA Stop Formula - The Contractor agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: 'This project was supported by Subgrant No. awarded by the state administering office of the Office on Violence Against Women, U.S. Department of Justice's SAS Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice.'

Contractor program income - Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without the prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, Contractors must seek approval from DCJS prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by DCJS must be reported by the Contractor to DCJS so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases and decreases) during the project period, DCJS must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both DCJS and the Contractor.

2.7 Coronavirus Emergency Supplemental Funding Program (CESF)

The 'Emergency Appropriations for Coronavirus Health Response and Agency Operations' law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.

Justice Information Sharing - Recipients are encouraged to comply any information-sharing projects under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to confirm to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must Document approaches to information sharing and describe compliance with GSP and appropriate privacy policy that protects shared information.

Avoidance of duplication of networks - To avoid duplicating existing networks or IT systems in any initiatives funded by this grant for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

Expenditure requiring prior approval - No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

Nothing in the award special conditions shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to 'supplant' State or local funds.

Use of funds for DNA testing; upload of DNA profiles - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ('CODIS', the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this grant may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

Body armor - compliance with NIJ standards and other requirements - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/bodyarmor/pages/safety-initiatives.aspx>.

2.8 Victims of Crime Act (VOCA) Awards

The recipient, and any subrecipient ('subgrantee') at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 201.03(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victims assistance 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and undeserved victims of violent crimes as identified by the State.

Demographic Data

The recipient assures that its subrecipient will collect and maintain information, on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have been on services to crime victims within the jurisdiction.

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated, OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY2017, are available until the end of FY 2020).

Certified by:

Name: _____

Title: _____

Date: _____