

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
JUVENILE JUSTICE COMMISSION
Award Conditions and Assurances**

FY 20 Juvenile Justice and Delinquency Prevention (JJDP) Title II

JUVENILE JUSTICE COMMISSION (JJC) SPECIAL CONDITIONS

- 1. Data and Reporting Requirements:** The Subrecipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information, as JJC may require. Specifically, the Subrecipient must submit fiscal and progress reports on a monthly basis unless directed otherwise. Reports are due to the JJC thirty (30) days after the close of the month. Funds will be distributed on a reimbursement basis as costs are incurred. Payments will be generated when both narrative and fiscal reports have been received and approved by the JJC. Failure to submit reports as required may result in the forfeiture of funds for the reporting period in question.
- 2. Criminal Background Checks:** The Subrecipient agrees to ensure that criminal background checks required by New Jersey State law of direct service staff including individuals acquired through purchase of services have been conducted and are current and valid.
- 3. Staff Licenses:** The Subrecipient agrees that it will ensure that all licenses required by New Jersey State Law of direct services staff are current and valid. Copies of the licenses are to be kept on file and made available to the JJC upon request.
- 4. Prohibition on Vehicle Purchases:** Subrecipient agrees that it cannot allocate any funds to purchase vehicles.
- 5. Press and Media:** Any press or media contact in relation to this grant must be coordinated with the JJC at least three weeks advance. The Subrecipient agrees to acknowledge in any media related interviews or coverage that funding is provided through the New Jersey Governor's Juvenile Justice and Delinquency Prevention (JJDP) Committee and administered through the JJC.
- 6. Client Confidentiality:** The Subrecipient must ensure confidentiality by securing all client files in a lock cabinet, locked office, or secure database.
- 7. Meals and Refreshments:** Subrecipient assures that funds awarded under this grant will not be used for meals and refreshments at meetings, trainings, or conferences. However, grant funds can be used to provide food/refreshments for youth during programmatic events that are a direct provision of services.

STATE CONDITIONS

8. Project Delays: If this project is not operational within sixty (60) days of the original start date of the award period, the Subrecipient must report by letter to JJC of the steps taken to initiate the project, the reasons for the delay and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subrecipient must submit a second statement to JJC explaining the implementation delay. Upon receipt of the 90-day letter, JJC may cancel the project and obtain appropriate approval to redistribute the funds to other project areas. JJC may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate files and records must so note the extension.

9. Compliance with State Laws: The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (L&PS), and the Juvenile Justice Commission (JJC) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward.

10. Civil Rights Training: The Subrecipient shall adopt procedures to respond to discrimination complaints, including those filed directly with the Subrecipient, from its employees and clients, customers, and program participants. These procedures shall be in accordance with the Department of Law and Public Safety's Federal Civil Rights Compliance Policy for Addressing Civil Rights Complaints. The Policy is available via the Internet at <http://www.nj.gov/lps/grants/lps-fed-discim-policy-grants.pdf>.

The Subrecipient also certifies that an Authorized Official, Project Director, or designee has completed the Department's Subrecipient Civil Rights Compliance Training, online at <http://www.nj.gov/lps/grants/lps-subrecipient-civil-rights-compliance.pdf> has provided JJC with the original Certificate of Completion as part of its subaward package, and maintains a copy in its official Subrecipient file.

11. Legal Authority for Application: The Subrecipient assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, the acceptance of the grant funding and provision of the match, if any, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subrecipient assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

12. Availability of Funding: The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of Law and Public Safety and JJC of funds appropriated

by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Grant Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant Agreement.

13. Indemnification by Non-profit Agencies or Local Units of Government: The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safe and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

14. Release by State Agencies: The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the Department of Law and Public Safety for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

15. Non State Employee Status: The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subgrant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

16. Performance Period: The Subrecipient agrees that the work will be performed within the subaward period.

17. Insurance: The Subrecipient agrees to ensure all insurance requirements consistent with the business/not-for profit entity are extended to include the purposes and intent of this grant award.

18. Records Retention: Unless otherwise directed by LP&S, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise

directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.

19. Monitoring of Program Performance: The Subrecipient must assure compliance with applicable state and federal requirements and that performance goals are being achieved. Subrecipient must ensure that performance of each grant supported program, function, or activity will meet time schedules and objectives, projected interim targets by time periods are being accomplished, and other performance goals are being achieved as applicable.

- a. The Subrecipient shall inform JJC of the following types of conditions which affect program objectives and performance as soon as they become known:
 - i. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by JJC required to resolve the situation.
 - ii. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
- b. JJC may, at its discretion, make site visits to:
 - i. Review program accomplishments and management control systems.
 - ii. Provide such technical assistance as may be required.
 - iii. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
 - iv. Ensure compliance with all pertinent civil rights laws and regulations.

20. Method of Payment: Payments will be made to the Subrecipient in a manner determined by JJC, upon receipt of a properly executed copy of this subaward.

21. Subcontracts/Assignments/Subawards: The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of JJC. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of JJC. The Subrecipient may not transfer any rights or obligations under this subaward pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.

The Subrecipient shall include in its official grant file copies of any contract with subcontractors/vendors/subrecipients regarding this grant program and copies of its monthly timekeeping system records. JJC reserves the right to give final written approval of subcontract/vendor/subrecipient budgets reimbursed with subaward funds. The Subrecipient must include these conditions in any contract with a subcontractor/vendor/subrecipient made under this award.

The Subrecipient agrees to monitor all subawards/subcontracts for performance and fiscal integrity, including any required cash match, and will monitor all subrecipients/subcontractors to assure that required audits are performed.

22. Public Works Contractor Registration: The Subrecipient's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

23. Corruption of Public Resources Act: The Subrecipient understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

24. Anti-Discrimination/Affirmative Action: The Subrecipient assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.

25. Timekeeping System: Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subaward activities, the Subrecipient's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.

26. Financial Management System: The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting, and will immediately notify JJC when it cannot comply with the requirements established in this Section. The Subrecipient's financial management system shall provide for, but should not be limited to:

- a. The accurate, current, and complete disclosure of the financial results of each subaward in Detailed Cost Statements (DCS), and in conformity with generally accepted principles of accounting;
- b. Accounting records that adequately identify the source and application of funds for JJC supported activities. These records must contain information pertaining to subawards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;
- c. Effective internal and accounting controls over all funds, property, and other assets. The Subrecipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;
- d. The comparison of actual expenditures/outlays with budgeted amounts for each subaward, and the relationship of the financial information with

- performance or productivity data including the development of unit cost information required by JJC;
- e. Procedures for determining reasonableness, allowability, and allocability of costs consistent with Federal and State requirements;
- f. Accounting and financial records that are supported by source documentation; and
- g. When applicable, procedures to minimize the time elapsing between the advance of funds from JJC and the disbursement by the Subrecipient.

The Subrecipient assures that it will maintain fund accounting, auditing monitoring, and such evaluation procedures as may be necessary and that it will assure fiscal control, proper management, and efficient disbursement of funds received under this grant.

27. Accounting Records: The Subrecipient agrees to enter, maintain and record all grant funds received from the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subrecipient in accordance with the provisions of the subaward throughout the project period subject to such conditions as JJC may prescribe.

28. Amendments and Extensions: No amendments or extensions to the approved budget and program design as outlined in the Subrecipient's Application may be made without prior written approval by the JJC. The amendment request must be made in writing by the **Program Director** and must be accompanied by the submission of a completed Grant Adjustment Request Form (GARF) and written justification.

JJC may request changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, which are mutually agreed upon by and between JJC and the Subrecipient must be incorporated in written amendments to this subaward.

29. High Risk Subrecipients: In addition to the federal rules governing High Risk status, located at 2 CFR §§ 200.205 and 200.207, the Subrecipient also agrees to comply with the High Risk status requirements below:

- a. If JJC determines that a Subrecipient:
 - i. Has a history of unsatisfactory performance;
 - ii. Is not financially stable;
 - iii. Has a financial management system that does not appear adequate according to the General Conditions or does not meet the standards set forth in Section VIII of State Circular 07-05-OMB, Grant Agreements - Agency Contracts;
 - iv. Has not conformed to terms and conditions of previous awards; or
 - v. Is otherwise not responsible, but JJC determines that an award will be made, then special conditions and/or restrictions shall correspond to the high risk status and shall be included in the award.
- b. If a Subrecipient is considered "High Risk," then JJC may impose additional Special Conditions or restrictions on the Subrecipient at any time including:
 - i. Payment on a reimbursement basis;

- ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
 - iii. Requiring additional, more detailed financial reports;
 - iv. Requiring additional project monitoring;
 - v. Requiring the subrecipient to obtain technical or management assistance; or
 - vi. Establishing additional prior approvals.
- c. If JJC decides to impose such special conditions, JJC will notify the Subrecipient as soon as possible, in writing, of:
- i. The nature of the special conditions/restrictions;
 - ii. The reason(s) for imposing the special conditions;
 - iii. The corrective actions that must be taken before the special conditions will be removed by JJC and the time allowed for completing the corrective actions; and
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

30. Purchases and Leases: The Subrecipient agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.

31. Purchase of Services by State Agencies: For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subrecipient agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

32. Property and Disposal: The Subrecipient agrees that all equipment purchased under the subaward will be tagged and properly inventoried to reflect use of federal or state funds, as applicable. The Subrecipient agrees to maintain an inventory list consistent with federal or state requirements for all equipment purchased or leased with grant funds and listing the date of delivery.

The Subrecipient agrees that property furnished by JJC, acquired in whole or in part with Federal or State funds, or whose cost was charged to a project supported by federal or state funds, shall be utilized and disposed of in a manner generally consistent with state and federal requirements. Federal requirements can be found at 2 C.F.R. Part 200, Subpart D, Subtitle 3, Equipment (2 C.F.R. § 200.313), (supplemented by 2 C.F.R. § 2800.313 for Federal funds made available under Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, Public Law 90-351, section 808).

33. Entertainment, Meals, and Refreshments: The Subrecipient agrees to comply with the current State Circular Letter on Entertainment, Meals, and Refreshments, 11-09-OMB, and the

DOJ Financial Guide – Food and Beverage, when using subaward funds to purchase food, beverages and refreshments for project activities.

34. Enforcement: If the Subrecipient materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subrecipient agrees that JJC may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
- b. Disallow all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
- d. Withhold further awards for the program.
- e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
- f. Take other remedies that may be legally available.

35. Subaward Termination: When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that JJC may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with the below paragraph. JJC shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

36. Termination for Non-Compliance: The Subrecipient agrees that JJC may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with state or federal statutes, regulations, or conditions of the grant. JJC shall notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date including information that the decision may be considered in evaluating future applications received from JJC. Payments made to the Subrecipient or recoveries by JJC under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

37. Mutual Termination of the Subaward: JJC and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

38. Termination for Convenience: JJC may terminate this grant for convenience, upon 60 days written advance notice to the Subrecipient, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subrecipient shall cease incurring additional obligations of subgrant funds. However, JJC shall

allow the Subrecipient to incur all necessary and proper costs which the Subrecipient cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

39. Grant Termination - Notification and Due Process: If the Subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Subaward, JJC will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications.

In taking an enforcement action, JJC may provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

40. Grant Closeout: The Subrecipient shall submit the Expenditure Report with all required source documentation and certifications as prescribed by JJC and in the timeframes set forth in the subaward agreement upon completion of the subaward period or termination of the subaward. JJC may permit extensions when requested in writing by the Subrecipient.

The Subrecipient will, together with the submission of the Expenditure Report, refund to JJC any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by JJC to be retained. JJC reserves the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.

FEDERAL CONDITIONS

41. 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 the Department of Justice (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.

42. 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.

43. De Minimis indirect cost rate: A subrecipient 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. Part 200 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, through JJC, in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. 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.

44. Requirement to report potentially duplicative funding: If the Subrecipient currently has any active awards of federal funds, or if the Subrecipient receives any other award of federal funds during the period of performance for this subaward, the Subrecipient must promptly 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 Subrecipient must promptly notify the JJC in writing of the potential duplication, and, if so requested, must seek a budget-modification or change-of-project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

45. Requirements related to System for Award Management and Universal Identifier Requirements: The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP), currently accessible at <http://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 Subrecipient'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>, and are incorporated by reference here.

46. Employment eligibility verification for hiring under the award: This condition requires that the subrecipient, at any tier, “properly verifies the employment eligibility of the individual being hired, consistent with the provisions of 8 U.S.C. 1324(a)(1) and (2).” Employment Condition, para. 1(A). You must notify any subrecipient of this condition and that, generally speaking, it is “unlawful, in the United States, to hire (or recruit for employment) certain aliens.” Employment condition, para. 1(B). Subrecipients may choose to participate in the “E-Verify” program (www.everify.gov) as long as an authorized representative on behalf of the subrecipient uses E-Verify to confirm employment eligibility for hiring for a person in the United States that is or will be funded with award funds. Employment Condition, para. 4(B). This condition will be included in compliance monitoring. Current eligibility verification documentation must be maintained in the subrecipients grant file, and may be requested by L&PS at any time during the grant performance period for desk reviews and on-site monitoring visits.

47. Requirement to report actual or imminent breach of personally identifiable information (PII): The 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) “ (2CFR 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 recipients 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.

48. All Subawards (“subgrants”) must have specific Federal authorization: The subrecipient, 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 procurement “contract”). The details of this requirement for authorization of any subaward are posted on the OJP website at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: All subaward (“subgrants”) must have specific federal authorization), and are incorporated by reference here.

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

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

50. Unreasonable restrictions on competition under the award; association with federal government: 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 a 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.

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 subrecipient's monitoring responsibilities include monitoring of any subsubrecipient compliance with this condition.

3. Allowable costs

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

4. Rules of construction

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

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

51. Requirements pertaining to prohibited conduct related to trafficking in persons

(including reporting requirements and OJP authority to terminate award): The Subrecipient 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 Subrecipients or individual defined (for purposes of this condition) as “employees” of the Subrecipient. The details of the Subrecipient’s obligations related to prohibited conduct related to trafficking in persons are available on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>, and are incorporated by reference here.

52. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events: A subrecipient, 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”).

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

54. Potential imposition of additional requirements: The subrecipient 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 subrecipient is designated as “high risk” for purposes of the DOJ high-risk grantee list.

55. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42: A subrecipient, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E C.F.R. Part 42 that relate to an equal employment opportunity program.

56. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54: A subrecipient, 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.”

57. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38: A subrecipient, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, (as may be applicable from time to time. 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.

58. Restrictions on “lobbying”: In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or 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. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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

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

59. 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 fund set out in the federal appropriations statutes. Pertinent restrictions, that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a 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.

60. Reporting potential fraud, waste, and abuse, and similar misconduct: A subrecipient, at any tier, must promptly refer to Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, Subrecipient, 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 OIG by:

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
1425 New York Avenue, N.W.,
Suite 7100
Washington, D.C. 20530

DOJ OIG hotline: (contact information in
English and Spanish) (800) 869-4499
or fax: (202) 616-9881

For additional information or for online submission visit DOJ OIG's website at
<https://oig.justice.gov/hotline/contact-grants.htm>

61. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters: No recipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative 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 Subrecipient
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

- a. it represents that –
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward) ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise

currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

62. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees: The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specific 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 Subrecipient must also inform its employees, in writing (and in the predominant native language of the workforce), or 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 subaward, the Subrecipient is to contact L&PS for guidance.

63. 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), the DOJ encourages subrecipients, at every tier, to adopt and enforce policies banning employees from textmessaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

64. FFATA reporting: Subawards and executive compensation: The Subrecipient agrees to comply with applicable requirements to report first-tier subawards of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS).

The details of recipient and subrecipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <https://ojp.gov/funding/Explore/FFATA.htm>, and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards (1) less than \$30,000; or (2) 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).

65. The subrecipient agrees to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.

66. Recipient Integrity and Performance Matters Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS: The Subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, Subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as “SAM”), to the designated federal integrity and performance system (currently “FAPIIS”). The details of the Subrecipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, “FAPIIS”) within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm>, and are incorporated by reference here.

69. **Program Income:** The Subrecipient agrees that all income earned by the Subrecipient from grant-supported activities is deemed program income. The Subrecipient agrees to add program income to funds committed to the program to further eligible program objectives. The Subrecipient agrees to comply with the DOJ Financial Guide, Program Income, and 2 C.F.R. 200.307 on the use, disposition, accounting and reporting for program income. The Subrecipient will show the use of program income on the detailed cost statements. State Circular Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

70. **Experiments:** The Subrecipient assures that, pursuant to Section 229(d) of the Juvenile Justice and Delinquency Protection Act (JJDP) (42 USC Section 5671(d)), it will not use grant funds for biomedical or behavior control experimentation on individuals or any research involving such experimentation, except under the limited circumstances permitted under that section and upon prior approval by JJC.

71. **OJP Suspension of Funding:** The Subrecipient acknowledges that Office of Justice Programs may suspend authority to draw down or expend funds, in whole or in part, for (1) failure to adhere to the requirements, standard conditions or special conditions of the Title II program, (2) failure to timely submit reports, (3) filing a false certification and (4) for other goodcause shown. OJJDP will provide notice and hearing procedures according to 28 C.F.R. Part 18.

72. **Determination of suitability to interact with participating minors:** This condition applies to this award if it is indicated -- in the application for the award, 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.

A 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.

CERTIFICATION

I certify that the programs proposed in the Subrecipient’s application meet all the requirements of the Juvenile Justice and Delinquency Prevention (JJDP) Title II Program, that all the information presented is correct, and that my agency will comply with these conditions, the JJDP Title II Program requirements, and all other applicable federal and state laws, regulations, and guidelines.

Authorized Signature

Date

Type Name and Title

Name of Agency/Organization