

Upshur County Commission Special Meeting Agenda

Location: Upshur County Administrative Annex
91 W. Main Street, Buckhannon, WV 26201
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call

Date/Time of Meeting: April 1, 2022 at 11:30 a.m.

11:30 a.m. Moment of Silent Meditation --- Pledge of Allegiance

Items for Discussion / Action / Approval:

1. Approval and signature of the FY22 Victim of Crime Act (VOCA) Victim Assistance Grant Application, Standard Conditions and Assurances, for victim advocate services. * [Pages 2-15](#)
2. Review, approval & signature of WV Opioid Memorandum of Understanding Agreement regarding allocation of any settlement of the claims asserted in the opioid litigation.* [Under separate cover](#)

Item may lead to Executive Session per WV Code §6-9A-4

3. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off, Remote Work Request(s).

Next Regular Meeting of the Upshur County Commission

April 7, 2022 --- 9:00 a.m.

Upshur County Courthouse Annex

*****The Commission Meeting scheduled for Thursday, March 31, 2022 is CANCELLED*****

Appendix B

FY 2022 Victim of Crime Act (VOCA) Victim
Assistance Grant

State of West Virginia



Application Form

Victim of Crime Act (VOCA) Victim Assistance Grant Program Application	General Administrative Information Page 1
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Applicant Agency: Address: Upshur County Commission 91 W. Main St. Suite 101 Buckhannon, WV 26201 Phone: 304-472-0535 Fax Number: 304-473-2399		Type of Agency ☐ State ☒ County ☐ Municipal ☐ Non-Profit
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<u>Project Director:</u> Bryan S. Hinkle Address: 38 W. Main St., Room 202 Buckhannon, WV 26201 Phone: 304-472-9699 Fax: 304-472-1452 Email: bshinkle@upshurcounty.org	<u>Fiscal Officer:</u> Carrie Wallace Address: 91 W. Main St. Suite 101 Buckhannon, WV 26201 Phone: 304-472-0535 Fax: 304-473-2399 Email: ciwallace@upshurcounty.org
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Amount Requested: **\$40,308.00** Amount Awarded: **\$40,308.00**
 Project Period: **October 1, 2022 – September 30, 2023**

Percent Breakdown by Crime Category:	Number of years previously funded: <u>24</u>	Geographic Area Served:
49% Domestic Violence		County(ies): Upshur
8% Sexual Assault	Estimated number of victims to be served by grant: <u>245</u>	Population: 24,502
22% Child Abuse		Rural/Urban: Rural
21% Underserved Pop.		

Project Title: **Victim Services Division, Upshur County Prosecuting Attorney's Office**

Project Description: The program will utilize available local and state resources to provide appropriate services to victims of crime in Upshur County. Services provided to victims by the program will include but are not limited to notification of criminal charges, hearings, and changes in case status, court proceeding accompaniment, assistance in requesting and/or collecting restitution, making referrals to other agencies if appropriate, assistance in filing Crime Victims Compensation Fund claims, personal advocacy, and safety planning.

Certification: To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by the governing body and the applicant will comply with the attached special conditions and assurances if funding is provided.

Authorized Official: Kristie G. Tenney Address: 91 W. Main St. Suite 101 Buckhannon, WV 26201	Title: President Phone: 304-472-0535 Fax: 304-473-2399 EMail: kgtenney@upshurcounty.org
Signature:	Date:



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE & COMMUNITY SERVICES SECTION
STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019

Revision History: N/A

The following Standard Conditions and Assurances apply to all Grant Programs that the Division of Administrative Services, Justice and Community Services (JCS) Section administers. The application of these Assurances is applicable regardless of the source of funding and/or whether the recipient receives an upfront allocation of funds or is operating under a request for reimbursement process.

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

1. **LAWS OF WEST VIRGINIA:** This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by JCS, regardless of the original funding source. At the sole discretion of JCS, this grant can be based on a "reimbursement bases" mechanism, or a mechanism which awards an "upfront allocation" of funds on a quarterly or semi-annual basis. Upon timely notification to the grantee, JCS reserves the express right to commute an upfront allocation mechanism to a request for reimbursement mechanism for a recipient of funds, at any time during a grant period.
 2. **LEGAL AUTHORITY:** The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion 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, including all understandings and assurances contained therein, and directly authorizes 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 if applicable.
 3. **RELATIONSHIP:** The relationship of the grantee to JCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind JCS for any obligation or expense without the express prior written approval from JCS.
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4. **COMMENCEMENT WITHIN 60 DAYS:** This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by letter to JCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

5. **OPERATIONAL WITHIN 90 DAYS:** If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to JCS explaining the delay in implementation.

6. **SUSPENSION OF FUNDING:** The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- 60 or more days late in submitting reports;
- Failure to submit reports;
- High Risk Grantee as determined by the JCS High Risk Assessment; or
- Any other cause shown.

7. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the grantee until the grantee complies or, if reports are more than 60 days late, the funding for that month is forfeited and may not be recouped or remedied;
 - Cancellation, termination or suspension of the contract, in whole or in part;
 - Refraining from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received;
 - If the grantee is receiving funds on an upfront basis, JCS can commute the transfer of funds mechanism to a reimbursement only process for the remainder of the grant period;
 - If the grantee is receiving funds on an upfront basis and a determination is made by JCS that funds were intentionally or unintentionally misused, misappropriated, misspent or otherwise not consistent with the intents and purpose of the grant, the grantee automatically forfeits any remaining funds from the grant program, and any other awarded funds from any other program, until a satisfactory resolution has been achieved;
 - If a grantee is indebted to JCS for any amount of funds at the close of an applicable quarter, semi-annual or end of a grant period, and the debt is not resolved within 30 days following the close of those periods, the grantee acknowledges and agrees that it is automatically ineligible to receive or apply for funds from JCS for any grant program; and
 - Grantee agrees and acknowledges that under no circumstances may it commute a debt to be applied as matching funds; or, will JCS reduce a future quarterly or semi-annual allotment or future award as repayment of the debt. Repayment must be from a general account or an account unrelated to the grant award.
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8. **ACCOUNTING REQUIREMENTS:** Grantee agrees to record all project funds and costs following generally accepted accounting principles. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be comingled with funds received on an upfront basis for another JCS program.
9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal or otherwise) before those changes are executed.
11. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
12. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
13. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
14. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148CSR1 of the West Virginia State Code.
15. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
16. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.

17. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an

award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in

the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, **all** determinations concerning the release of information of this nature are made on a case-by-case basis by JCS and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult JCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state, and local laws and regulations.

JCS has the authority to release all information which does not meet an exemption to the public without a FOIA.

33. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
34. **SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:** The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.
35. **JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.
 - Deinstitutionalization of status offenders (DSO).
 - Separation of juveniles from adults in institutions (separation).
 - Removal of juveniles from adult jails and lockups (jail removal).
 - Reduction of disproportionate minority contact (DMC), where it exists.

As well as, 101CSR1 of the West Virginia code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

36. **COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.

- 37. USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:
- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
 - b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
 - c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
 - d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.
- 38. NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
- 39. EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
- 40. VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.
- 41. IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.
- 42. POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and

local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.

- 43. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE & COMMUNITY SERVICES SECTION
FEDERAL STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019
Revision History: N/A

All correspondence to the Division of Administrative Services, Justice and Community Services Section (JCS), which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

1. **CONSULTANT RATES:** Consultant rates in excess of \$650 per day, or \$81.25 per hour, require prior approval by JCS and DOJ is applicable prior to obligation or expenditure of such funds. All contracts must be submitted 90 days prior to training for approval.
2. **FRAUD, WASTE & ABUSE:** Reporting potential fraud, waste, and abuse, and similar misconduct. The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the Department of Justice (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>.
3. **USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:** Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
4. **LIMITED ENGLISH PROFICIENCY:** Title VI's prohibition of national origin discrimination includes discrimination against individual who are limited in their English proficiency (LEP) because of their national origin. Under Title VI (and the Safe Streets Act), recipients are required to take reasonable steps to ensure that LEP individuals have meaningful access to the recipient's programs and services. Providing "meaningful access" will generally involve

some combination of oral interpretation services and written translation of vital documents. More information can be found at <http://www.lep.gov>.

5. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantee must support public safety and justice information sharing. This grantee is required to use the Global Justice Data Model specifications and guidelines of this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.
6. **PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:** Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending **Federal** awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award. (2CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at:

https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs

§200.501(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.

Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If an audit must be conducted pursuant to the Uniform Guidelines, a copy of the audit shall be submitted to JCS as well as to the Federal clearinghouse.

The Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census

1201 E. 10th Street
Jeffersonville, IN 47132

7. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. **OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:** Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the DOJ/OJP Financial Guide.
9. **CENTRAL CONTRACTOR REGISTRATION:** Grantee agrees to register with the System for Grants Management (SAM) at www.sam.gov and provide documentation to JCS with application for funding.
10. **DATA UNIVERSAL NUMBERING SYSTEM:** Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to JCS with application for funding.
11. **BIDDING PROCEDURES:** Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.
12. **COMPLIANCE WITH FEDERAL PROCEDURES:** Grantee assures compliance with the following where applicable:
 - Part 11, Applicability of Office of Management and Budget Circulars.
 - Part 18, Administrative Review Procedures.
 - Part 20, Criminal Justice Information Systems.
 - Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - Part 23, Criminal Intelligence Systems Operating Policies.
 - Part 30, Intergovernmental Review of Department of Justice Programs and Activities
 - Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures
13. **ADDITIONAL REGULATIONS AND PROCEDURES:** In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-

122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines:

National Environmental Policy Act of 1969 (NEPA).
National Historic Preservation Act of 1966.
Flood Disaster Protection Act of 1973.
Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
Control Act Amendments of 1972.
Safe Drinking Water Act.
Endangered Species Act of 1973.
Wild and Scenic Rivers Act.
Fish and Wildlife Coordination Act.
Historical and Archaeological Data Preservation.
Coastal Zone Management Act of 1979.
Animal Welfare Act of 1970.
Impoundment Control Act of 1974.
Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
Death in Custody Act of 2000.

To the best of my knowledge the applicant has and will comply with all the attached Conditions and Assurances.

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____
