

**AGREEMENT NUMBER A19-1876-S001**

**BETWEEN**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**AND**

**COUNTY OF SAN MATEO**

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This Agreement is made and entered into by and between **The Regents of the University of California (University)**, a public institution of higher education acting for and on behalf of its Davis Campus, and the **County of San Mateo, Sheriff's Office (Subrecipient)**, a local Governmental agency located at 450 Golden Gate Avenue, 14<sup>th</sup> Floor, San Francisco, CA 94102-3400.

WHEREAS, University has received Cooperative Agreement No. 2018-PM-BX-K026 (**Prime Agreement**) from the U.S. Department of Justice Office of Justice Programs (**Prime Sponsor**) in support of the project entitled "Initiative for Optimizing PDMP Use and Predicting Opioid-related Harms" effective October 1, 2018;

WHEREAS, Prime Agreement provides authorization and funds for Subrecipient participation;

WHEREAS, Subrecipient has the facilities and skilled personnel necessary to pursue the objectives and fulfill the requirements of this Agreement;

WHEREAS, it is of mutual interest and benefit of University and the Subrecipient to collaborate;

WHEREAS, Subrecipient has agreed to perform the work hereunder as a collaborating Institution under a subcontract relationship.

NOW THEREFORE, University and Subrecipient mutually agree as follows:

1. **General.** The terms of this Agreement are intended to be in concert with the terms and conditions of the Prime Agreement and Subrecipient hereby agrees to be bound by the terms and conditions of the Prime Agreement incorporated herein as **EXHIBIT A**. For all actions requiring Prime Sponsor's prior approval, as identified in the Prime Agreement Subrecipient must obtain prior written approval from University.
2. **Scope of Work.** Subrecipient shall use its best efforts to complete the tasks identified in the Scope of Work incorporated herein by reference and attached hereto as **Exhibit B**. Subrecipient shall furnish the personnel, materials, travel and services necessary to accomplish the objectives and requirements of this Agreement.
3. **Period of Performance.** The performance period of this Agreement is January 1, 2019 through September 30, 2021.
4. **Reports.** Subrecipient's reports shall be incorporated into University's reports which are required to be submitted to the Prime Sponsor in accordance with the terms of the Prime Agreement. All reports shall be submitted to the following contact, unless otherwise directed:

Dr. Stephen Henry  
UCDMC – Emergency Medicine  
2315 Stockton Boulevard  
Sacramento, CA 95817

Phone: 916-734-2737  
Email: [sghenry@ucdavis.edu](mailto:sghenry@ucdavis.edu)

- A. **Technical Reports.** Subrecipient shall provide University written progress reports for the period of performance identified in Article 3 upon the request of the Principal Investigator.
- B. **Final Technical Report.** Subrecipient shall provide University a written Final Technical Report within sixty (60) days of termination of this agreement. The final technical report shall include, at a minimum, a summary statement of progress toward the achievement of the originally stated aims.

**5. Allowable Cost, Compensation, Invoices.**

- A. For the performance of work specified herein, University shall pay those expenses, direct and indirect, incurred by Subrecipient in accordance with the attached **Subrecipient Budget**, incorporated herein as **Exhibit C**. The maximum allowable costs for this Agreement for the period specified in Article 3 above is **Seventy Thousand U.S. Dollars (\$70,000)**.
- B. Costs must be expressed in U.S. dollars using an exchange rate applicable at the time the invoice is submitted. Please see the Prime Agreement for Mandatory Terms and Conditions regarding Facilities and Administrative Costs (F&A).
- C. The Subrecipient's normal policies governing salaries, wages and fringe benefits shall apply to all Subrecipient's personnel costs paid from this Agreement. The Subrecipient's published policy on travel and travel reimbursement shall apply to all costs for travel and transportation charged to this Agreement.
- D. Subrecipient must obtain prior written approval of University's Administrative Officer to rebudget funds where prior approval is required for such rebudgeting.
- G. Payment shall be on a cost reimbursement basis. Subrecipient shall submit monthly invoices for reimbursement of expenditures incurred; invoices shall provide detail commensurate with that appearing in **Exhibit C**, shall be numbered sequentially, and shall reference **Agreement Number A19-1876-S001**. Release of funds will be based upon notification and approval by the Principal Investigator that adequate documentation and corroboration of costs has been received. Subrecipient's invoices shall be submitted to:

Pamela Keach  
UCDMC – Emergency Medicine  
2315 Stockton Boulevard  
Sacramento, CA 95817  
Phone: 916-734-3168  
Email: [pakeach@ucdavis.edu](mailto:pakeach@ucdavis.edu)

- H. Subrecipient's final invoice shall be submitted to University not later than sixty (60) days after expiration or termination of this Agreement.

**6. Key Personnel**

- A. The scope of work supported by this Agreement shall be under the general guidance and technical direction of University's Dr. Stephen Henry, Principal Investigator under the Prime Agreement.

- B.** Subrecipient's Director Mike Sena shall be responsible to the Subrecipient for the proper management and conduct of the activities hereunder. Subrecipient's Principal Investigator may be replaced only with the approval of University.
- C.** All communications regarding the technical, scientific and programmatic aspects of this Agreement shall be between University's Dr. Stephen Henry and Subrecipient's Mike Sena.
- D.** University's Administrative Officer responsible for matters of administration of the Agreement, including assistance in identification and interpretation of relevant policies and provisions, is:

Paula Noble  
Assistant Director, Negotiations & Subawards  
Office of Research, Sponsored Programs  
1850 Research Park Drive, Suite 300  
University of California  
Davis, California 95618  
(530) 754-7700 / subawards@ucdavis.edu

- E.** Subrecipient's Administrative Officer responsible for the coordination of fiscal and administrative management aspects of this Agreement is:

Jennifer Gragasin  
Financial Manager  
County of San Mateo  
P.O. Box 36102  
450 Golden Gate Aveune, 14<sup>th</sup> Floor  
San Francisco, CA 94102  
Phone: 415-436-8098 / jgragasin@ncric.ca.gov

- F.** Communications and correspondence regarding the fiscal and administrative aspects of this Agreement shall be between the designated Administrative Officers.

## **7. Data, Publications and Copyrights.**

- A.** Subrecipient's researchers are free to publish the results of research supported thereunder, however, Subrecipient's Principal Investigator shall supply a copy of any such publication(s) or reports to University's Principal Investigator sixty (60) days prior to release.
- B.** An acknowledgement of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as detailed in the Prime Agreement.
- C.** Subject to its legal ability to do so, Subrecipient grants to University the right to use data created in the performance of this Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Agreement.

## **8. Records and Audits.**

- A.** Subrecipient shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature incurred in the performance of this Agreement.

- B. All such records, as well as Subrecipient's facilities utilized in the performance hereunder, shall be subject upon request at all reasonable times to inspection and audit by University.

**9. Indemnification.**

- A. University shall defend, indemnify and hold Subrecipient, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
- B. Subrecipient shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subrecipient, its officers, agents, or employees.

10. **Disputes.** The parties shall make every reasonable effort to resolve all issues or disputes that may arise under this Agreement fairly by negotiation without litigation, if practicable. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, the parties agree that they may resolve the dispute by mediation, arbitration or litigation.
11. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notification to the other party. If terminated by University, University shall reimburse Subrecipient for non-cancelable obligations properly incurred prior to the date of notice of termination.
12. **Assignment.** Subrecipient shall not assign or transfer any responsibilities hereunder without the prior written consent of University.
13. **Non-Discrimination.** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 901 of Title IX of the Education Amendments of 1972, as amended. Execution of this Research Agreement by Subrecipient's authorized official certifies that Subrecipient has filed with the DHHS Office for Civil Rights valid Assurances of Compliance, i.e., Form HHS-441, Form HHS-641 and Form HHS639-A, respectively.
14. **Alterations and Amendments.** No alteration or amendment of this Agreement shall be valid unless made by an instrument in writing, signed by authorized representatives of Subrecipient and University. No such alteration or amendment shall be construed to alter or amend any provisions of this Agreement unless expressly so stated in such written instrument.
15. **Debarment and Suspension.** Subrecipient certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
16. **Entire Agreement.** The terms and conditions contained herein and in the following attachments constitute the entire Agreement between **The Regents of the University of California** and County of San Mateo:

**Exhibit A ---** Prime Agreement  
**Exhibit B ---** Scope of Work  
**Exhibit C --** Subrecipient Budget

This Agreement including the above listed attachments supersedes any and all proposals, prior or contemporaneous agreements oral or written, and other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this contract to be effective as of the date specified in Article III above with signatory approval of their duly authorized representatives.

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Paula Noble  
Assistant Director, Negotiations & Subawards

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EIN: \_\_\_\_\_



**U.S. Department of Justice**

Office of Justice Programs

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Office of the Assistant Attorney General

*Washington, D.C. 20531*

September 28, 2018

Mr. Ahmad Hakim-Elahi  
University of California - Davis  
1850 Research Park Drive  
Suite 300  
Davis, CA 95618-6153

Dear Mr. Hakim-Elahi:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Comprehensive Opioid Abuse Site-based Program in the amount of \$999,175 for University of California - Davis.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Wendy Rose, Program Manager at (202) 514-7842; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in dark ink that reads "Matt Dummermuth".

Matt Dummermuth  
Principal Deputy Assistant Attorney General

Enclosures



## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

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### OCR Letter to All Recipients

September 28, 2018

Mr. Ahmad Hakim-Elahi  
University of California - Davis  
1850 Research Park Drive  
Suite 300  
Davis, CA 95618-6153

Dear Mr. Hakim-Elahi:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

#### Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

#### Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

### **Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion**

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

### **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

### **Meeting the EEOP Requirement**

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at [EEOPforms@usdoj.gov](mailto:EEOPforms@usdoj.gov).

### **Meeting the Requirement to Submit Findings of Discrimination**

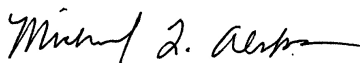
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### **Ensuring the Compliance of Subrecipients**

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.



Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst

## Exhibit A

 <p>U.S. Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b></p>		<p align="center"><b>Cooperative Agreement</b></p>		<p align="center">PAGE 1 OF 15</p>																
<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>University of California - Davis 1850 Research Park Drive Suite 300 Davis, CA 95618-6153</p>		<p>4. AWARD NUMBER: 2018-PM-BX-K026</p>																		
		<p>5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2021</p>																		
		<p>6. AWARD DATE 09/28/2018</p>	<p>7. ACTION</p> <p align="center">Initial</p>																	
<p>2a. GRANTEE IRS/VENDOR NO. 946036494</p>		<p>8. SUPPLEMENT NUMBER 00</p>																		
<p>2b. GRANTEE DUNS NO. 047120084</p>		<p>9. PREVIOUS AWARD AMOUNT \$ 0</p>																		
<p>3. PROJECT TITLE Initiative for Optimizing PDMP Use and Predicting Opioid-related Harms</p>		<p>10. AMOUNT OF THIS AWARD \$ 999,175</p>																		
		<p>11. TOTAL AWARD \$ 999,175</p>																		
<p>12. SPECIAL CONDITIONS</p> <p>THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>																				
<p>13. STATUTORY AUTHORITY FOR GRANT</p> <p>This project is supported under FY18(BJA - PDMP) Pub. L. No. 115-141, 132 Stat 348, 422</p>																				
<p>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)</p> <p>16.754 - Harold Rogers Prescription Drug Monitoring Program</p>																				
<p>15. METHOD OF PAYMENT</p> <p>GPRS</p>																				
<p>AGENCY APPROVAL</p>		<p>GRANTEE ACCEPTANCE</p>																		
<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</p> <p>Matt Dummermuth Principal Deputy Assistant Attorney General</p>		<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</p> <p>Ahmad Hakim-Elahi Director</p>																		
<p>17. SIGNATURE OF APPROVING OFFICIAL</p> 		<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p>		<p>19A. DATE</p>																
<p>AGENCY USE ONLY</p>																				
<p>20. ACCOUNTING CLASSIFICATION CODES</p> <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. REG.</th> <th>OFC.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>PM</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>999175</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT	X	B	PM	80	00	00		999175	<p>21. TPMUGT1785</p>		
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT													
X	B	PM	80	00	00		999175													



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

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

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PROJECT NUMBER 2018-PM-BX-K026

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 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 2018 award.

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

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

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



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

**AWARD CONTINUATION  
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PROJECT NUMBER 2018-PM-BX-K026

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

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

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

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

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

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

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

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

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

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

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



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

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

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

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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

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

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



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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). 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 \$150,000)), and are incorporated by reference here.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

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

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

15. OJP Training Guiding Principles

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



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to 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 the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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21. Restrictions on "lobbying"

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

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

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

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) 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://oig.justice.gov/hotline>.



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

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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



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

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

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

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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

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

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

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

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

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



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29. Justification of consultant rate

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

30. FFATA reporting: Subawards and executive compensation

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

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

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

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

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

33. Justice Information Sharing

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



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34. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).
35. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
36. Cooperating with OJP Monitoring  
  
The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
37. Verification and updating of recipient contact information  
  
The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
38. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
39. Protection of human research subjects  
  
The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
40. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.



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41. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

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

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

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

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

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

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



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45. Copyright; Data rights

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

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

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

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

46. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
47. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
48. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
49. The recipient agrees to submit to BJA for review and comment any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-PM-BX-K026 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the U.S. Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
50. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.



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

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

PAGE 15 OF 15

PROJECT NUMBER 2018-PM-BX-K026

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

51. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

52. Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down any award funds until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2016, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

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

53. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

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

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



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

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Categorical Exclusion for University of California - Davis

Awards under the Comprehensive Opioid Abuse Program (COAP) will be used improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, save lives, and reduce crime.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

 <div>U.S. Department of Justice Office of Justice Programs  Bureau of Justice Assistance</div>		<div>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY  Cooperative Agreement</div>	
		PROJECT NUMBER 2018-PM-BX-K026	PAGE 1 OF 1
This project is supported under FY18(BJA - PDMP) Pub. L. No. 115-141, 132 Stat 348, 422			
1. STAFF CONTACT (Name & telephone number)  Wendy Rose (202) 514-7842		2. PROJECT DIRECTOR (Name, address & telephone number)  Stephen G. Henry Asst Prof in Res-HComp Office of Research Sponsored Programs 1850 Research Park Drive, Suite 300 Davis, CA 95618 (916) 734-7391	
3a. TITLE OF THE PROGRAM Category 6: Public Safety and Public Health Information-sharing Partnerships			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT  Initiative for Optimizing PDMP Use and Predicting Opioid-related Harms			
5. NAME & ADDRESS OF GRANTEE  University of California - Davis 1850 Research Park Drive Suite 300 Davis, CA 95618-6153		6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD  FROM: 10/01/2018 TO: 09/30/2021		8. BUDGET PERIOD  FROM: 10/01/2018 TO: 09/30/2021	
9. AMOUNT OF AWARD  \$ 999,175		10. DATE OF AWARD  09/28/2018	
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)  The Comprehensive Addiction and Recovery Act (CARA) Program is the first major federal substance use disorder treatment and recovery legislation in 40 years and the most comprehensive effort to address the opioid epidemic. CARA establishes a comprehensive, coordinated, and balanced strategy through enhanced grant programs that expand prevention and education efforts while also promoting treatment and recovery. The Comprehensive Opioid Abuse Site-based program was developed as part of the CARA legislation signed into law on July 22, 2016.  The Comprehensive Opioid Abuse Site-based Program aims to reduce opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims. The program also supports the implementation, enhancement, and proactive use of prescription drug monitoring programs to support clinical decision making and prevent the abuse and diversion of controlled substances.			

Exhibit A

To respond effectively to the opioid epidemic, stakeholders need access to timely and accurate data that provide a comprehensive view of the drug abuse environment. Unfortunately, data on drug abuse, treatment, and public safety outcomes are often maintained in different agencies and are not integrated in a way that supports the policy and practice needs of public safety, public health, or behavioral health partners. However, there are a growing number of models at the local and state levels that leverage information from a variety of public health and public safety data sources to analyze substance abuse issues and identify potential solutions from public health, treatment, and public safety perspectives. Specifically, models such as drug monitoring initiatives, overdose fatality review teams, and New York City’s RxStat Program create an opportunity to bring together stakeholders with different perspectives and different data sets. This information can be used to drive changes in policy or practice, monitor community-level outcomes, and implement proven practices on a larger scale.

The University of California, Davis (UC Davis) will work with California Department of Justice and other partners to perform a rigorous evaluation of California's mandatory use requirement on prescribing and health outcomes. UC Davis will develop a public health response protocol that uses Northern California HIDTA's public health dissemination group to securely transmit information on opioid supply disruptions and naloxone supplies, and it will send alerts to emergency departments, first responders, and other key agencies.

CA/NCF

**Statement of Work – NC HIDTA**

July 2019 – September 30, 2021; revised 4/11/2019; revised 7/3/2019

- 1) The High Intensity Drug Trafficking Area Program (HIDTA) is an important component of the President's National Drug Control Strategy which provides additional federal resources to those areas to help eliminate or reduce drug trafficking and its harmful consequences. Law enforcement organizations within the 29 HIDTAs assess drug trafficking problems and design specific initiatives to reduce or eliminate the production, manufacture, transportation, distribution and chronic use of illegal drugs and money laundering.
- 2) NC HIDTA is composed of individual local, state, federal and tribal law enforcement agencies within Alameda - Contra Costa - Humboldt - Lake - Marin - Mendocino - Monterey - San Benito - San Francisco - San Mateo - Santa Clara - Santa Cruz – Sonoma Counties united in the common goal of reducing drug-related crime, violence, and abuse in our communities.
- 3) For this proposal, NC HIDTA will serve as the primary convener of public health and safety partners in the 13 counties of the AOR. During Year 1, we will work collaboratively with UC Davis, California DOJ CURES Program, California Department of Public Health Services and State regulation agencies to plan the scope of the information sharing and the outreach with local (county-level) public health agencies. This planning will include collecting data about surveillance and surveillance needs in the AOR and developing the best practice for determining the data that is currently available, information that is available for sharing, and information that is sought and the goals in collecting, analyzing and disseminating the information (data) collected. During this first year, NC HIDTA will activate a Public Health dissemination group/membership with the Northern CA Regional Intelligence Center (NCRIC), the sister fusion center of the NC HIDTA program. Through the Public Health membership information will be collected and disseminated to vetted members. The membership criteria will be developed to include the broadest level of professionals participating in public health and safety. During this first year, the benefits of the Public Health membership will be broadly marketed throughout the NC HIDTA/NCRIC AOR, to encourage and enable sharing and dissemination,
- 4) Efforts will continue in Year 2, through positive outreach to 6-7 identified county level public health agencies. The outreach will support the continued participation in the collection, analysis, and dissemination of public health and safety information and the use and dissemination of the real-time overdose surveillance system, known as OD MAP. It is anticipated that with the information, already possessed by the NC HIDTA, local level public health agencies can receive near real time data relative to overdoses and narcotic seizures that may affect the supply level in a specific area, thereby giving public health the advantage of preparing higher level treatment and recovery needs. During the first year, funds will be expended on consultant services to guide in the development of a strategy to improve coordination, communications and data sharing between public health and the healthcare community and the law enforcement community; guidance and advise will be provided to actively share data, information and statistics between public health and the law enforcement community.
- 5) These steps in Year 2 and Year 3 will mirror one another to engage and include the remaining 6-7 county public health agencies in the NC HIDTA AOR. The Medical Liaison Officer and Prevention Specialist will be fully engaged in the outreach to the 13 counties—sharing sources of information, methodology for collaborating data, building relationships to produce information sharing platforms, producing analytical products, providing access to overdose information and data, and critical supply chain changes in the local areas , including analysis of data relevant to predicting overdose spikes, naloxone use or treatment needs due to sudden changes in opioid supply. Funds expended in year two and three will continue to provide consultant services to guide in the development of a strategy to improve coordination, communications and data sharing between public health and the healthcare

Exhibit B

community and the law enforcement community; guidance and advice will be provided to actively share data, information and statistics between public health and the law enforcement community.

- 6) The third year will conclude with an examination of the data sets that are collected, the benefits and the ability to share the data to communities outside of the AOR and into other areas within California. Throughout this process there will be an emphasis in developing an effective collection, analysis and dissemination of information between law enforcement and public health.

Consultant Services Desired Outcomes and Deliverables:

Activity	Desired Outcome/Deliverable	COAP Crosswalk
1. Develop relationships and serve as conduit (convene) for AOR public health, EMS, coroner/ME	Programmatic support of law, public health, EMS and coroner/ME communities to enhance opioid surveillance and facilitate the sharing of data.	Para. 3 above
2. Create a dissemination group for the sharing of data and information.	Address book of key contacts within each county of the AOR for the purposes of pushing out information and convening meetings and seminars. Deliverable: Develop survey in Year 1 to identify the current and desired uses of data sharing platforms (First Watch, ODMAP, Biosense, CalRedie, etc.) used by public health officers, law enforcement, and other stakeholders. Administer survey in Year 2; and in Year 3 develop recommendations and strategy for best practices combining ODMAP data with other surveillance information.	Para. 3 above
3. Outreach in the AOR in support of OD MAP	County mortality, morbidity and EMS data entered into OD MAP.	Para. 4 above
4. Develop strategies for data integration, information sharing and distribution strategies to AOR counties.	Deliverable: . Work with UCD and public health partners to develop strategies to integrate data needed to predict spikes in overdose or treatment demand related to sudden changes in opioid supply. Year 1: develop strategy for integrating ODMAP data with other data sources relevant to public health (e.g., naloxone supply, drug seizure data). Years 2-3: review analysis results, develop strategies for sharing analysis results with public health stakeholders at the state-level and within AOR counties.	Para. 5 above
5. Enroll in and maintain memberships relevant to the COAP.	Obtain and maintain membership in the CDPH Opioid Taskforce, InfraGard, and local county healthcare coalitions.	Not listed

Exhibit C - Budget

<b>Budget Summary</b>											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$24,000	\$0	\$24,000	\$0	\$22,000	\$0	\$0	\$0	\$0	\$0	\$70,000
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	\$24,000	\$0	\$24,000	\$0	\$22,000	\$0	\$0	\$0	\$0	\$0	\$70,000
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Costs</b>	\$24,000	\$0	\$24,000	\$0	\$22,000	\$0	\$0	\$0	\$0	\$0	\$70,000
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	