

Grantee: City of Fort Collins, Police Services  
Project: Victim Services Unit  
DCJ Grant #: 2025-VA-26-480-08

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**Grant Award Letter**  
**Intergovernmental Grant Agreement**  
**Cover Page**

**State Agency**  
Department of Public Safety, Division of  
Criminal Justice

**Grantee**  
City of Fort Collins, Police Services

**Grantee UEI**  
VEJ3BS5GK5G1

**Is this Award for Research and Development  
(R&D)?** No

**Grant Amount**

15POVC-23-GG-00390-ASSI	\$11,893.00
15POVC-24-GG-00615-ASSI	\$10,131.00
<b>Total for All Federal Funds</b>	<b>\$22,024.00</b>

**Grant Number**  
2025-VA-26-480-08

**Grant Issuance Date**  
January 1, 2026

**Grant Expiration Date**  
December 31, 2026

**Fund Expenditure End Date**  
December 31, 2026

**Grantee Match Amount Required**

15POVC-23-GG-00390-ASSI	\$0.00
15POVC-24-GG-00615-ASSI	\$0.00
<b>Total for All Federal Funds</b>	<b>\$0.00</b>

**Agreement Authority -**  
The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.

**Project Summary**  
This project provides a victim witness specialist for the police department.

**Grant Purpose**  
This Grantee was selected by the Crime Victim Services Advisory Board. The federal Victims of Crime Act (VOCA) Program allows agencies to support activities that provide a broad range of direct services to victims of crime.

**Exhibits and Order of Precedence**  
The following Exhibits and attachments are included with this Agreement:

- 1. Exhibit A, Sample Option Letter
- 2. Exhibit B, Grant Requirements
- 3. Exhibit C, Special Conditions
- 4. Exhibit D, Statement of Work
- 5. Exhibit E, Budget
- 6. Exhibit F, Federal Provisions

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- 1. Exhibit F, Federal Provisions

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2. Exhibit C, Special Conditions
3. Colorado Special Provisions in §18 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit B, Grant Requirements
6. Exhibit D, Statement of Work
7. Exhibit E, Budget

### Principal Representatives

#### For the State:

Matthew M. Lunn, PhD, Director  
Division of Criminal Justice  
Department of Public Safety  
700 Kipling Street, Suite 1000  
Denver, Colorado 80215-5897  
Matthew.Lunn@state.co.us

#### For Grantee:

Kelly DiMartino, City Manager  
City of Fort Collins, Police Services  
PO Box 580  
Fort Collins, CO 80522  
kdimartino@fcgov.com

### Federal Award(s) Applicable to This Grant Award

#### Federal Award Office

U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP)

#### Federal Grant Program Name

Victims of Crime Act (VOCA)

#### Federal Assistance Listing #

16.575-Crime Victim Assistance

#### Federal Funding Source 1

Federal Award Number: 15POVC-23-GG-00390-ASSI

Federal Award Date: August 23, 2023

Federal Statutory Authority: 34 U.S.C. 20103(a)

Total Amount of Federal Award (this is not the amount of this grant agreement): \$23,436,628.00

#### Federal Funding Source 2

Federal Award Number: 15POVC-24-GG-00615-ASSI

Federal Award Date: September 5, 2024

Federal Statutory Authority: 34 U.S.C. 20103(a)

Total Amount of Federal Award (this is not the amount of this grant agreement): \$13,559,953.00

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### Signature Page

The Signatories Listed Below Authorize this Grant

#### Grantee

City of Fort Collins, Police Services

DocuSigned by:

*Kelly DiMartino*

0B88D5871D89400...

By: Kelly DiMartino, City Manager

Date: 11/20/2025 | 6:03:10 AM PST

#### State of Colorado

Jared S. Polis, Governor  
Department of Public Safety  
Stan Hilkey, Executive Director

Signed by:

*Matthew M. Lunn, PhD*

8C8341EFA6124C4...

By: Matthew M. Lunn, PhD, Director, Division  
of Criminal Justice

Date: 11/21/2025 | 11:44:37 AM PST

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by  
the State Controller or an authorized delegate.

#### State Controller

Robert Jaros, CPA, MBA, JD

DocuSigned by:

*Lyndsay Clelland*

363D680603E0405...

By: Lyndsay J. Clelland, Grant Coordinator, Division of Criminal Justice

Date: 11/23/2025 | 10:48:15 AM MST

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## 1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

## 2. Term

### A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date, or issue a grant modification in accordance with **§17.D**.

### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made.

### C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

## 3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

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- C. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **“Budget”** means the budget for the Work described in **Exhibit E**.
- E. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- H. **“Cost Sharing”** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)
- I. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- J. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- K. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- L. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- M. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- N. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- O. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- P. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The Federal agency for this Agreement may be found in the Federal Award(s) Applicable to This Grant Award section of this Agreement, and is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

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- Q. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- R. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- S. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- T. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- U. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- W. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- X. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- Y. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- Z. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by

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a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- AA. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- EE. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a procurement relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- FF. **“Subgrantee”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a grant relationship. The beneficiary, not the purchaser, receives benefit from the work. A subgrantee receiving federal grant funds is also called a subrecipient. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.
- GG. **“Subrecipient”** means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award., The term subrecipient does not a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- HH. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- II. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- JJ. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- KK. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of



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the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### **4. Statement of Work**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit D**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

#### **5. Payments to Grantee**

##### **A. Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

##### **B. Federal Recovery**

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

##### **C. Reimbursement of Grantee Costs**

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and written approval from the State in the form of a DCJ Form 4-A, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

##### **D. Close-Out.**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including

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documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold payment of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**E. Matching Funds**

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit E**, if applicable. Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

**6. Reporting - Notification**

**A. Quarterly Reports**

In addition to any reports required pursuant to any Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State

**B. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.D**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

**C. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**7. Grantee Records**

**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place

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of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

**B. Monitoring**

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor or Subgrantee in accordance with the Uniform Guidance, and other State procedure.

**C. Final Audit Report**

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. Confidential Information-State Records**

**A. Confidentiality**

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors or Subgrantees will or may receive the following types of data, Grantee or its Subcontractors or Subgrantees shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued

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version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantee or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**E. Safeguarding PII**

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents, Subgrantees and Subcontractors, agrees

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not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification as provided by the State on an annual basis. Grantee's duty and obligation to certify as set forth by the state and shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subgrantees or Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subgrantees or Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subgrantee or Subcontractor has access to State databases containing PII.

#### **9. Conflict of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

#### **10. Insurance**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantees or Subcontractor and as required by the State or the GIA.

#### **11. Breach of Agreement**

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

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## 12. Remedies

### A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

#### a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

#### b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.B.

#### c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with

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any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the

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instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

**B. Grantee's Remedies**

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. Dispute Resolution**

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

**14. Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

**15. Rights in Work Product and Other Information**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

**16. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**17. General Provisions**

**A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.



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**B. Captions and References**

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**C. Entire Understanding**

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

**D. Modification**

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, shall conform to the policies issued by the Colorado State Controller.

- i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to Exhibit A, Sample Option Letter and the State Controller Grant Funding Change Letter to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the original grant.
- ii. The State may increase or decrease the quantity of goods/services described Exhibit D, Statement of Work and Exhibit E, Budget based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A, Sample Option Letter.
- iii. The State may add or delete the goods/services described Exhibit D, Statement of Work and Exhibit E, Budget as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A, Sample Option Letter.
- iv. The State may, at the State's discretion, issue an updated Exhibit D, Statement of Work and Exhibit E, Budget by Option Letter substantially equivalent to Exhibit A, Sample Option Letter to reflect changes that do not substantially change the intended purpose of the grant. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

**E. Statutes, Regulations, Fiscal Rules, and Other Authority.**

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or

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hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant Award Letter by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties") for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.
- ii. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office Of Information Technology pursuant to §24-85-103 C.R.S.
- iii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology

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pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. Federal Provisions

Grantee shall comply with all applicable requirements of **Exhibit F** at all times during the term of this Grant.

**18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

A. Statutory Approval. §24-30-202(1) C.R.S.

This Grant Award Letter shall not be valid until it has been approved by the Colorado State Controller or designee. If this Grant Award Letter is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Grant Award Letter shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant Award Letter. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

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E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Grant Award Letter. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Grant Award Letter shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Grant Award Letter that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Grant Award Letter shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Grant Award Letter shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant Award Letter and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant Award Letter, including, without limitation, immediate termination of this Grant Award Letter and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant Award Letter. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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## Exhibit A - Sample Option Letter

### State Agency

[Insert Department's or IHE's Full Legal Name]

### Grantee

[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

### Grantee UEI

[Insert Grantee UEI]

### Current Agreement Maximum Amount

#### Initial Term

State Fiscal Year [20XX] [\$0.00]

#### Extension Terms

State Fiscal Year [20XX] [\$0.00]

State Fiscal Year [20XX] [\$0.00]

State Fiscal Year [20XX] [\$0.00]

State Fiscal Year [20XX] [\$0.00]

Total for All State Fiscal Years [\$0.00]

### Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

### Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

### Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

### Agreement Performance Beginning Date

[Month Day, Year]

### Current Agreement Expiration Date

[Month Day, Year]

### Options:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

### Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to

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[Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.

3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].
5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

State of Colorado  
Jared S. Polis, Governor  
[INSERT-Name of Agency or IHE]  
[INSERT-Name & Title of Head of Agency or  
IHE]

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

State Controller  
Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: [Name & Title of Person Signing for  
Agency or IHE]

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

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

[Name of Agency or IHE Delegate-Please  
delete if agreement will be routed to OSC for  
approval]

Option Effective

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

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## **Exhibit B - Grant Requirements**

### **1. Audit Requirements**

#### **A. Due Date**

##### **i) Project Start**

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

##### **ii) Project Duration and End**

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

#### **B. Report/Audit Type**

- i) If your entity expended \$750,000\* or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)**
- ii) If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:**
  - a. Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.**
  - b. Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.**
  - c. Fiscal years beginning on or after October 1, 2024, shall replace the \$750,000 threshold with \$1,000,000.**

#### **C. Report/Audit Costs**

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

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- i) does not meet the applicable federal audit or DCJ standards;
- ii) is not submitted in a timely manner; or,
- iii) does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

**D. Failure to Comply**

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**2. Additional Reporting Requirements**

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

**3. Financial and Administrative Management**

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

**4. Procurement and Contracts**

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 - Professional Services/Consultant Certification and/or Form 13 - Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.



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#### 5. Award Change Requests

Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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## Exhibit C - Special Conditions

### Grant Specific

The following program specific requirements are imposed by the Federal concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

X 2024 Victims of Crime Act (VOCA) Special Conditions

X 2023 Victims of Crime Act (VOCA) Special Conditions

Additional Program Specific Conditions applicable to this Agreement.

1. **Payment to vendors exceeding \$50,000 during the grant period:** Grantee is required to track payments to each professional services/consultant contract to ensure that if the cumulative payment to the specific vendor exceeds the \$50,000 threshold during the two-year grant period, this excess and any remaining payments to this vendor are not included in the Modified Total Direct Cost (MTDC) calculation for purposes of requesting reimbursement of the de minimis rate for indirect funds as described in 2 C.F.R. 200.414(f).
2. **Financial Assistance for Victims:** Payments of financial assistance for victims cannot be made directly to victims, including the use of gift cards, and can only be used for eligible purposes as described in your approved budget or as authorized by your Grant Program Manager on a case by case basis.
3. **Subawards:** Grantee shall not enter into any subgrant without the prior, written approval of the State. Grantee is responsible for compliance monitoring for all subgrants entered into by Grantee in connection with this Agreement. This includes, but is not limited to, collecting documentation, certifications, and/or other monitoring techniques to ensure that the following are met by the subgrantee:
  - Federal Debarment standards
  - Civil Rights Compliance
  - Exhibit C of this Agreement must be passed through to subgrantee, and monitored by Grantee.
  - Exhibit F of this Agreement must be passed through to subgrantee, and monitored by Grantee.
  - 2 CR 200 Subrecipient Monitoring and Management: §200.331 - §200.332

All subgrants entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. The subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that subgrantee in accordance with the Uniform Guidance.

Grantee: City of Fort Collins, Police Services

Project: Victim Services Unit

DCJ Grant #: 2025-VA-26-480-08

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4. **Match Waived:** The Office for Victim Programs (OVP) has waived the match requirement for applicants applying for and receiving CY 2026 VOCA funding due to continued depletion of state and local funds that assists most programs in meeting the Federally mandated match requirement. Grantees have the right to decline this match waiver and provide voluntary match and should contact their grant program manager if they wish to do so. This waiver is only applicable to this subaward project period of January 1, 2026 - December 31, 2026.
5. All subgrants entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. The subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that subgrantee in accordance with the Uniform Guidance. Grantee Agency must notify the Office for Victims Programs (OVP) immediately in writing, in the method determined by DCJ, of:
  - any CVS grant funded personnel changes;
  - any CVS grant funded position that is vacant for 45 days;
  - any change of an Official and/or employee who is listed as responsible party on this CVS grant funded project.
6. **State Confidentiality of Victims Information:** The Grantee Agency certifies that the signing authorities, all staff and volunteers assigned to the project have read and understand, state laws and applicable rules of professional conduct related to issues of confidentiality and privilege, particularly with respect to releasing identifying information about victims of crime, include, but not limited to, those found in C.R.S. §13-90-107.
7. **Colorado Victims Rights Act (Applies to Government Agencies only):** The Grantee Agency assures that the application signatories, all staff and all volunteers assigned to the funded project have read and understand the rights afforded to crime victims pursuant to §24-4.1-302.5 C.R.S., and the services delineated pursuant to §24-4.1-303 and 24-4.1-304 C.R.S., commonly known as the Victim Rights Act, and enabling legislation.

Grantee: City of Fort Collins, Police Services

Project: Victim Services Unit

DCJ Grant #: 2025-VA-26-480-08

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### **Exhibit D - Statement of Work**

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Fort Collins, Police Services

Project: Victim Services Unit

DCJ Grant #: 2025-VA-26-480-08

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### **Exhibit E - Budget**

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Fort Collins, Police Services  
Project: Victim Services Unit  
DCJ Grant #: 2025-VA-26-480-08

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## Exhibit F - Federal Requirements

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

The following **DOJ Federal Requirements** document(s) are incorporated herein.

☒ 2024 Federal Requirements

☒ 2023 Federal Requirements

The following federal requirements are required by the **Colorado Office of the State Controller Federal Provisions**. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

☒ 2025 State Controller Federal Provisions

In the event of a conflict of inconsistency between the DOJ Federal Requirements and the Colorado Office of the State Controller Federal Provisions, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. DOJ Federal Requirements
2. Colorado Office of the State Controller Federal Provisions

## 2023 – Victims of Crime Act (VOCA) Crime Victim Assistance Special Conditions

**Federal Award Number:** 15POVC-23-GG-00390-ASSI

### **A. VOCA Programmatic Requirements**

1. **Volunteers:** Programs are required to use volunteers in order to be eligible to receive VOCA funds. The state may waive this requirement, provided the programs submits written documentation of its efforts to recruit and maintain volunteers, or otherwise demonstrate why circumstances prohibit the use of volunteers to the satisfaction of the state.
2. **Help Victims Apply for Compensation Benefits.** Such assistance may include, but is not limited to, referring potential recipients to an organization that can assist, identifying crime victims and advising them of the availability of compensation benefits, assisting potential recipients with application forms and procedures, obtaining necessary documentation, monitoring claim status, and intervening on behalf of potential recipients with the crime victims' compensation program.
3. The grantee agrees to submit a Subgrant Award Report (SAR) part 2 (or other required grant management system forms) to the Division of Criminal Justice within 30 days of receiving an award, or when requested by DCJ.
4. **Demographic Data**

The grantee and their subgrantees (if applicable) assure() that they will collect and maintain demographic and service delivery information for victims receiving assistance, where such information is voluntarily furnished by the victim, in accordance with federal data reporting requirements..

### **B. Victims of Crime Act (VOCA) Requirements for Grantees:**

This grant award provides funds from the Crime Victims Fund to enhance State Victim Assistance payments to eligible crime victims. Victims of Crime Act (VOCA) Assistance funds provide financial assistance to Federal and State victims of crime.

1. All grantees of funding under this award must assist the Office of Justice Programs (OJP) in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subrecipient or third party. Accordingly, prior to obligating funds for any of the activities specified below, the grantee must first ensure compliance with OJP NEPA procedures.

The specified activities requiring environmental analysis are:

(1) New construction

(2) Any 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 (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by OJP. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see

<https://ceq.doe.gov/docs/get-involved/citizens-guide-to-nepa-2021.pdf>

Questions about this determination may be directed to DCJ.

## 2. VOCA Requirements

The grantee assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

## 3. Discrimination Findings

The grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Criminal Justice (DCJ).



## 2024 - Victims of Crime Act (VOCA) Crime Victim Assistance Special Conditions

### 2024 - Victims of Crime Act (VOCA) Crime Victim Assistance Special Conditions

#### A. VOCA Programmatic Requirements:

1. **Volunteers:** Programs are required to use volunteers in order to be eligible to receive VOCA funds. The state may waive this requirement, provided the programs submits written documentation of its efforts to recruit and maintain volunteers, or otherwise demonstrate why circumstances prohibit the use of volunteers to the satisfaction of the state.
2. **Help Victims Apply for Compensation Benefits.** Such assistance may include, but is not limited to, referring potential recipients to an organization that can assist, identifying crime victims and advising them of the availability of compensation benefits, assisting potential recipients with application forms and procedures, obtaining necessary documentation, monitoring claim status, and intervening on behalf of potential recipients with the crime victims' compensation program.
3. The grantee agrees to submit a Subgrant Award Report (SAR) part 2 (or other required grant management system forms) to the Division of Criminal Justice within 30 days of receiving an award, or when requested by DCJ.
4. **Demographic Data**  
The grantee and their subgrantees (if applicable) assure(s) that they will collect and maintain demographic and service delivery information for victims receiving assistance, where such information is voluntarily furnished by the victim, in accordance with federal data reporting requirements.

#### B. Victims of Crime Act (VOCA) Requirements for Grantees:

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

1. All grantees of funding under this award must assist the Office of Justice Programs (OJP) in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subrecipient or third party. Accordingly, prior to obligating funds for any of the activities specified below, the grantee must first ensure compliance with OJP NEPA procedures.

The specified activities requiring environmental analysis are:

- (1) New construction
- (2) Any 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 (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

## 2024 - Victims of Crime Act (VOCA) Crime Victim Assistance Special Conditions

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by OJP. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see

<https://ceq.doe.gov/docs/get-involved/citizens-guide-to-nepa-2021.pdf>

Questions about this determination may be directed to DCJ.

### 2. Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

### 3. Requirements related to "de minimis" indirect cost rate

A grantee 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 DCJ 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.

### 4. Employment eligibility verification for hiring under the award

#### a. The grantee (and any subrecipient at any tier) must--

- i. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- ii. Notify all persons associated with the grantee (or any subrecipient) who are or will be involved in activities under this award of both--
  1. this award requirement for verification of employment eligibility, and
  2. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

## 2024 - Victims of Crime Act (VOCA) Crime Victim Assistance Special Conditions

### b. Monitoring

The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

### c. Allowable costs

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

### d. Rules of construction

#### i. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

#### ii. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the grantee (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](https://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

#### iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

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

#### v. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

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

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

## 2024 - Victims of Crime Act (VOCA) Crime Victim Assistance Special Conditions

award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

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

The grantee, 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, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- DOJ considers a procurement "contract" (and therefore does not consider a subaward).

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

### 7. **Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards**

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the grantee, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment list."

The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

### 8. The grantee, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

### 9. **Discrimination Findings**

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

### 10. **VOCA Requirements**

The grantee assures that it and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a. be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b. not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and
- c. be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

# EXHIBIT D, STATEMENT OF WORK

## Agency Information

Agency Name: City of Fort Collins/Police Services

Project Title: Victim Services Unit

## Source of Funding

☒ VOCA/General Funds    ☐ S.T.O.P. VAWA    ☐ SASP

## Project Description Section

### Activities

Describe the project, staff and services your organization will provide with these grant funds. Only include information on grant-funded activities and services to be provided by grant-funded staff on grant-funded time. Do not include activities that are out-of-scope based on your funding source.

The Victim Services Unit (VSU) consists of trauma-informed, trained Professional Staff and community volunteers authorized by Fort Collins Police Services to provide 24- hour crisis intervention, immediate support, Victim Rights Amendment (VRA) Notifications pursuant to 24-4.1-203.5 C.R.S. to victims and witnesses of crime. The majority of the VRA mandated critical stages and notifications that follow are monitored and completed by the VSU including but not limited to, assistance with crime victim compensation, notification of cases status, arrest and citations, the issuance of arrest warrants, custody status of the offender and providing guidance to the victim through the bond process that happens six days a week. We also assist victims with contacting community resources to aid in meeting their immediate needs.

Our School Resource Officers (SRO) are involved with many of the original reports of the incident and may continue to assist with the investigation because of the rapport they have already developed with these children due to their day-to-day interactions in the schools. Often, children are already comfortable with the SROs and are more likely to open up to them with the details of the case. It is important to ensure the children and their families receive the immediate support a victim advocate can offer during the reporting process, as well as provide the appropriate community resources to the parents/guardians. Having a victim advocate work closely with the SRO team and school administration has proven to be very successful for our agency. This project will, in part, fund a victim advocate assigned to work with children under the age of 18 who are experiencing child abuse or sexual violence. The goal of this role is to respond directly to the school to provide immediate and follow up support.

The advocate will also work closely with the Crimes Against Persons (CAPU) team. CAPU detectives specialize in working with and investigating major cases including sexual assault on both adults and children. In the situation where an investigation of a case will take a large amount of time the case will likely be transferred from the SRO to a CAPU detective as we have seen more recently. Unfortunately, these cases do not get assigned to a detective right away due to case load of each individual detective. To aid in bridging the gap between cases that leave SRO and are transferred to CAPU, the victim advocate will be assigned as the families' first point of contact, provide regular communication to ensure that the victim(s) have support and a contact person within law enforcement. Throughout that time, the victim advocate will provide crisis counseling, referrals to other community resources and will often make a referral directly to a community-based agency for long term support, assistance with Crime Victim Compensation and make frequent calls to update the victim of the status of the investigation once it is assigned to a detective.

## EXHIBIT D, STATEMENT OF WORK

In the summer months when school is not in session, we anticipate a larger number of cases being assigned to the CAPU team while the majority of the SRO's are on break as well. The victim advocate's working relationship with both the CAPU and SRO units is imperative to provide support, advocacy and Victims' Rights Amendments notifications to child abuse and child sexual assault victims and their parent/guardians year-round.

The advocate will also work with the parents of these victims, educating them on crisis reactions children will go through, signs to watch for, and navigation of the criminal justice process. If criminal charges are filed, the advocate is instrumental in guiding the victim and parents through the upcoming bond hearing event, as well as educating them on what the District Attorney's Victim Witness Unit does, often doing an in-person hand off to the DA advocate who will be taking over the case.

There are unfortunately many cases where officers/detectives are unable to make an arrest for a variety of reasons. However, these victims and their parents/guardians are still very much in need of further support and referrals to community resources. The victim advocate assigned to work with the school-age victims has shown to be instrumental in the ongoing support for these children and families until they are able to secure the assistance they need to heal from this event. This includes finding counseling that can help with the healing, support such as moving to a different school, or even the family completely relocating from their current home or this city. This advocate works closely with not only school officials (SROs, school counselors, etc.) but also with the Department of Human Services - Child Protection.

The victim advocate working these cases must be aware of social and cultural issues surrounding sexual assault cases. Social media has become a huge weapon in many of these cases. Pictures and messages can be spread through the Internet quickly and can cause lasting traumatic damage to victims. Many of these victims already feel guilty for being in the situation in the first place, and it is even harder for them to have to tell adults what has happened to them. Rumors start about the child by other students, there can be name calling and victim blaming, and often bullying will follow when a victim has made a report. This is one of the main reasons why older children do not want to follow through with the process. The advocate can help work with the victim and family to prepare for what can be done if these unfortunate situations take place.

We also see cultural issues coming in to play when it comes to reporting sexual assault on children. It may not be culturally acceptable for a police report to be made, or for the topic to even be discussed in some cultures and families. Religious beliefs can also have unbearable consequences for victims. Children who do not have the support of a parent or guardian can suffer from long term issues. Again, this is where the victim advocate assigned to these cases can step in and help.

# EXHIBIT D, STATEMENT OF WORK

## Victim Services Project Data

### Crime Types

Provide the number of victims (primary and secondary) to be served by Crime Victim Services (CVS) grant-funded personnel during the 12-month project.

Est. # Victims	% of Victims	Type of Crime	Est. # Victims	% of Victims	Type of Crime
		Child Abuse 38%	0	0%	Bullying (Verbal, Cyber or Physical)
53	38%	Child Physical Abuse or Neglect	0	0%	Burglary
		Domestic and Family Violence 0%	0	0%	Child Pornography
0	0%	Domestic and/or Family Violence	0	0%	Hate Crime
		Sexual Assault 62%	0	0%	Human Trafficking: Labor
85	62%	Child Sexual Abuse/Assault	0	0%	Human Trafficking: Sex
0	0%	Adult Sexual Assault	0	0%	Kidnapping (noncustodial)
		Underserved 0%	0	0%	Kidnapping (custodial)
		Underserved - Violent Crimes 0%	0	0%	Mass Violence (domestic/international)
0	0%	Adult Physical Assault (includes Aggravated and Simple Assault)	0	0%	Other Vehicular Victimization (Examples: Hit and Run)
0	0%	Adults Sexually Abused/Assaulted as Children	0	0%	Stalking/Harassment/Menacing
0	0%	DUI/DWI Incidents	0	0%	Teen Dating Victimization
0	0%	Elder Abuse or Neglect	0	0%	Terrorism (domestic/international)
0	0%	Robbery	0	0%	Other (Explain)
0	0%	Survivors of Homicide Victims	Other, Nonviolent crimes 0%		
		Underserved - Other Violent Crimes 0%	0	0%	Identity Theft/Fraud/Financial Crime
0	0%	Arson	0	0%	Other (Explain)

Total Unduplicated Victims Estimated to be Served During the Grant Period =

138

# EXHIBIT D, STATEMENT OF WORK

Types of Services	
Check the service types to be provided by grant-funded personnel only; not your organization as a whole.	
Type of Service	Type of Service (Continued)
<b>Information &amp; Referral</b>	<input type="checkbox"/> Other therapy (Includes: traditional, cultural, or alternative healing; art, writing or play therapy, etc.)
<input checked="" type="checkbox"/> Information about the criminal justice process	<input type="checkbox"/> Individual counseling
<input checked="" type="checkbox"/> Information about victim rights, how to obtain notifications, etc.	<input type="checkbox"/> Support groups (facilitated or peer)
<input checked="" type="checkbox"/> Referral to other victim service programs	<input type="checkbox"/> Emergency financial assistance
<input checked="" type="checkbox"/> Referral to other services, supports & resources (Includes: legal, medical, faith-based, address confidentiality, etc.)	<b>Shelter/Housing Services</b>
<input checked="" type="checkbox"/> Assistance with victim compensation (Includes: providing brochures, gathering necessary documents for an application, completing application, etc.)	<input type="checkbox"/> Emergency shelter or safe house
<b>Personal Advocacy/Accompaniment</b>	<input type="checkbox"/> Transitional housing
<input checked="" type="checkbox"/> Victim advocacy/accompaniment to emergency medical care	<input checked="" type="checkbox"/> Relocation assistance (Includes assistance with obtaining housing)
<input checked="" type="checkbox"/> Victim advocacy/accompaniment to medical forensic exam	<b>Criminal/Civil Justice System Assistance</b>
<input checked="" type="checkbox"/> Law enforcement interview advocacy/accompaniment	<input checked="" type="checkbox"/> Notification of criminal justice events
<input checked="" type="checkbox"/> Individual advocacy (Includes: assistance applying for public benefits, return of personal property)	<input type="checkbox"/> Victim impact statement assistance
<input type="checkbox"/> Performance of medical or nonmedical forensic exam or interview, or medical evidence collection	<input type="checkbox"/> Assistance with restitution (Includes: assistance in requesting and when collection efforts are not successful)
<input type="checkbox"/> Immigration assistance provided by an advocate (Includes: special visas, continued presence application, and other immigration relief)	<input type="checkbox"/> Civil legal assistance in obtaining protection or restraining order
<input checked="" type="checkbox"/> Intervention with employer, creditor, landlord, or academic institution	<input type="checkbox"/> Civil legal assistance with family law issues (Includes: Custody, visitation or support)
<input type="checkbox"/> Child or dependent care assistance - includes coordination of services	<input type="checkbox"/> Other emergency justice-related assistance
<input type="checkbox"/> Transportation Assistance- includes coordination of services	<input type="checkbox"/> Immigration assistance provided by an attorney or paralegal
<input type="checkbox"/> Interpreter services	<input type="checkbox"/> Prosecution interview advocacy/accompaniment (Includes accompaniment with prosecuting attorney and victim/witness)
<b>Emotional Support or Safety Services</b>	<input checked="" type="checkbox"/> Law enforcement interview advocacy/accompaniment
<input checked="" type="checkbox"/> Crisis intervention (in-person, includes safety planning, etc.)	<input type="checkbox"/> Criminal justice advocacy/accompaniment
<input type="checkbox"/> Hotline/crisis line counseling	<input type="checkbox"/> Other legal advice and/or counsel
<input checked="" type="checkbox"/> On-scene crisis response	



# EXHIBIT D, STATEMENT OF WORK

Goals and Objectives

Number of Goals Needed (*choose one*):    ☐ 1    ☐ 2    ☐ 3    ☒ NA

EXHIBIT E, BUDGET

Grantee Information

Agency Name: City of Fort Collins/Police Services

Project Title: Victim Services Unit

Match Required

☐ Yes ☒ No

Total 12-Month Budget

Personnel Budget

Position 1

Position Title: Victim Witness Specialist

Employee Name: Julia Quezada

Total # hours per week position works for the agency (max= 40 hrs): 40

	Annual Budget (12 Months)	% to be paid by the Grant	Amount to be paid by the Grant (12 months)
Salary:	\$82,548.00	21.48%	\$17,731.31
Fringe/Benefits:	\$19,984.00	21.48%	\$4,292.56
Additional Funding for Position:	State VALE Grant		\$22,023.87

Calculation/Narrative:

The amount is calculated based on a pay rate of between \$32-\$35/hour and an estimated cost of benefits for 2026 at \$19,984. This rate of pay is comparable to other advocacy positions and would be a pay increase for the currently funded grant position. This amount also includes an estimate of potential overtime and city required on-call pay at the rate of 1.5 hours of straight pay for a 24 hour shift. Based on the average number of on-call shifts each month and capping overtime, the estimated cost of on-call and overtime in 2026 is \$7200. VOCA will pay a small percentage with the rest being funded by requested State VALE funds. Final decisions on VALE awards should be announced in November of 2025.

This Victim Advocate will be assigned as the lead victim advocate for crimes of violence against children specifically child sexual violence and child abuse. She will work closely with the School Resource Officers and be available to respond directly to the schools to provide immediate support to victims as they make initial reports to law enforcement and continue to

EXHIBIT E, BUDGET

	follow up directly with the victim and parents/guardians through he investigative process.
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Add another personnel position	Delete last personnel position	
Total Personnel Budgeted:		\$22,024.00

Supplies & Operating Budget (use whole numbers)	
List Supplies & Operating Expense	Total to be Paid by the Grant for 12 Months
N/A	
Calculation/Narrative:	

Add another supply item	Delete last supply item	
Total Supplies & Operating Budgeted:		

Travel Budget	
List Itemized Travel Expense (Transportation, Per Diem, etc.)	Total to be Paid by the Grant for 12 Months
N/A	
Calculation/Narrative:	

Add another travel line item	Delete last travel line item	
Total Travel Budgeted:		

Equipment Budget	
List Itemized Equipment Cost (durable, single item \$10,000 and over)	Total to be Paid by the Grant for 12 Months
N/A	
Calculation/Narrative:	

Add another equipment line item	Delete last equipment line item	
Total Equipment Budgeted:		

Consultants/Contracts Budget	
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EXHIBIT E, BUDGET

List Consultants/Contracts Expense	Hourly Rate of Pay	Total to be Paid by the Grant for 12 Months
N/A		

Calculation/Narrative:

Add another consultant/contracts line

Delete last consultant/contracts line

Total Consultants/Contracts Budgeted:

Indirect Budget

If you do not have a federally negotiated indirect rate, OVP has developed an [Indirect Cost Calculator Tool](#) (Excel) to assist you with calculating your 15% de minimis rate.

Indirect Cost Rate %	Indirect Cost Rate Calculation	Total Indirect to be Paid by the Grant for 12 Months

Total Indirect Budgeted:

EXHIBIT E, BUDGET

Grant Budget Summary				
Budget Categories	Funding Budget	Cash Match	In-Kind Match	Category Totals
Personnel	\$22,024.00			\$22,024.00
Supplies and Operating				
Travel				
Equipment				
Consultants/Contracts				
Indirect Costs				
Totals	\$22,024.00			\$22,024.00
Total CVS Funds:			\$22,024.00	

**Federal Awards issued from 2023 Federal Grant Funds**

# 2023 FEDERAL REQUIREMENTS

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## Federal Awards issued from 2023 Federal Grant Funds

### A. INTRODUCTION [NEW FOR 2023]

Each year the Division of Criminal Justice (DCJ) performs a detailed assessment of the federal legal requirements to generate this exhibit. The DCJ has incorporated these notations into this document to call out differences from prior years. Minor changes that do not change the requirement, such as typographical errors or formatting will not be noted as a change.

#### 1. APPLICABILITY

[Same as years: 2018, 2019, 2020, 2021, 2022]

The DCJ issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All award conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labeled as: "Recipients of OVW grant dollars only" or "Recipients of OJP grant dollars only" which only apply to OVW funded awards.

References to the **DOJ** apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; the substance of the funded application; the grantee's performance under other federal awards; the grantee's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

#### 2. RECIPIENT

[Same as years: 2018, 2019, 2020, 2021, 2022]

For the purposes of this document, the term "recipient" refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term "Recipient" and "Grantee" are interchangeable within this Exhibit.

#### 3. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

[Same as years: 2018, 2019, 2020, 2021, 2022]

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance with all the provisions herein.

#### 4. GENERAL CONDITIONS

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

[Same as years: 2020, 2021, 2022]

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.

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



## Federal Awards issued from 2023 Federal Grant Funds

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

Failure to comply with 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 Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, the Department of Justice "DOJ" may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ 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.

### C. Applicability of Part 200 Uniform Requirements

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

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 2023 award from the DOJ.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2023 award supplements funds previously awarded by DOJ 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 2023 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to DOJ 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. 200.334, 200.337.

In the event that an award-related question arises from documents or other materials prepared or distributed by the DOJ 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 DCJ promptly for clarification.

## **Federal Awards issued from 2023 Federal Grant Funds**

### **D. Compliance with DOJ Grants Financial Guide**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the website, including any updated version that may be posted during the period of performance. 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.

### **E. Reclassification of various statutory provisions to a new Title 34 of the United States Code**

[Same as years: 2018, 2019, 2020, 2021, 2022]

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

### **F. Requirements related to "de minimis" indirect cost rate**

[Same as years: 2018, 2019, 2020, 2021, 2022]

A grantee 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 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

### **G. Requirement to report potentially duplicative funding**

[Same as years: 2018, 2019, 2020, 2021, 2022]

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 DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

### **H. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers**

[Same as years: 019, 2020, 2021, 2022 - except as highlighted]

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

## Federal Awards issued from 2023 Federal Grant Funds

The grantee must comply with applicable restrictions on subawards Grantees, 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 grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> and the OVW website at <https://www.justice.gov/ovw/award-conditions> (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).

### I. Employment eligibility verification for hiring under the award

[Same as years: 2019, 2020, 2021, 2022]

1. The grantee (and any subrecipient at any tier) must—
  - a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
  - b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both —
    - (1) this award requirement for verification of employment eligibility, and
    - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
  - c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
  - d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Monitoring. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
  - a. Staff involved in the hiring process
  - b. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient)

## **Federal Awards issued from 2023 Federal Grant Funds**

officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

- c. Employment eligibility confirmation with E-Verify
- d. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](https://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- e. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- f. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- g. Nothing in this condition, including in paragraph 4.b., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

### **J. Requirement to report actual or imminent breach of personally identifiable information (PII)**

[Same as years: 2018, 2019, 2020, 2021, 2022 - **except as highlighted**]

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 **200.1**) within the scope of an DOJ 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 DOJ Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### **K. All subawards ("subgrants") and contracts must have DCJ authorization**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

### **L. Specific post-award approval required to use a noncompetitive approach in any procurement contract**

[Same as years: 2018, 2019, 2020, 2021, 2022]

**Federal Awards issued from 2023 Federal Grant Funds**

The grantee, 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. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP or OVW considers a procurement "contract" (and therefore does not consider a subaward).

**M. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)**

[Same as years: 2021, 2022]

The grantee, 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 grantee'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> and the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

**N. Determination of suitability to interact with participating minors**

[Same as years: 2021, 2022]

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

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

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

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, 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").

## Federal Awards issued from 2023 Federal Grant Funds

**Recipients of OVW grant dollars only:** Additional information on the pertinent to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

### **P. Requirement for data on performance and effectiveness under the award**

[Same as years: 2020, 2021, 2022]

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ and/or DOJ in the manner (including within the timeframes) specified by DCJ 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.

### **Q. Training Guiding Principles**

[Same as years: 2018, 2019, 2020, 2021, 2022]

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

### **R. Effect of failure to address audit issues**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or 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.

### **S. Potential imposition of additional requirements**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees to comply with any additional requirements that may be imposed by the DCJ during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DCJ high-risk grantee list.

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

[Same as years: 2018, 2019, 2020, 2021, 2022]

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.

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

[Same as years: 2018, 2019, 2020, 2021, 2022]

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."



**Federal Awards issued from 2023 Federal Grant Funds****V. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

[Same as years: 2018, 2019, 2020, 2021, 2022]

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

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

**W. Restrictions on "lobbying" and policy development**

[Same as years: 2018, 2019, 2020, 2021, 2022 - **except as highlighted**]

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, 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.)

**Recipients of OVW grant dollars only:**

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ 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 DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

**Federal Awards issued from 2023 Federal Grant Funds****X. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023)**

[Same as years: 2021, 2022 - except as highlighted]

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, 2023, are set out at <https://ojp.gov/funding/Explore/FY23AppropriationsRestrictions.htm>, <https://www.justice.gov/ovw/award-conditions>, 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 DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

**Y. Reporting potential fraud, waste, and abuse, and similar misconduct**

[Same as years: 2020, 2021, 2022 - except as highlighted]

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

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

**Z. Restrictions and certifications regarding non-disclosure agreements and related matters**

[Same as years: 2018, 2019, 2020, 2021, 2022]

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



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- 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.

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

[Same as years: 2018, 2019, 2020, 2021, 2022]

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 grantee is to contact the DCJ for guidance.

**BB. Encouragement of policies to ban text messaging while driving**

[Same as years: 2018, 2019, 2020, 2021, 2022]

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

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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.

### **CC. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency**

[Same as years: 2019, 2020, 2021, 2022]

If the recipient is designated "high risk" by a federal grant-making agency, 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 DCJ. 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

### **DD. Right to examine documents**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must authorize the DCJ or DOJ awarding agency (OJP or OVW, as appropriate) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to this grant.

### **EE. Maintaining contact information**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the grantee must submit a Change in Project Officials (DCJ Form 4-B).

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

[Same as years: 2019, 2020, 2021, 2022]

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 DOJ award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of DOJ 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> and OVW web site at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

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### **GG. Cooperating with DOJ Monitoring**

[Same as years: 2021, 2022]

The recipient agrees to cooperate with DCJ and DOJ monitoring of this award pursuant to DCJ and DOJ's guidelines, protocols, and procedures, and to cooperate with DCJ and DOJ (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 DCJ and DOJ all documentation necessary for DCJ and/or DOJ 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 DCJ and/or DOJ for providing the requested documents. Failure to cooperate with DCJ and/or DOJ'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).

### **HH. Required monitoring of subawards**

[Same as years: 2021, 2022]

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

## **II. Safe policing and law enforcement subrecipients**

[Same as years: 2021, 2022]

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

### **JJ. Authorized Official**

[Same as years: 2022]

The grantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

### **KK. Compliance with restrictions on the use of federal funds-prohibited and controlled equipment under OJP award**

[New - incorporated by reference in many OJP awards made during or after May 1, 2023]

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**Recipients of OVJP grant dollars only:** Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment list.”

The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

## **5. FINANCIAL REQUIREMENTS**

### **A. Non-supplantation**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Supplanting arises when a Recipient reduces non-federal funds for an activity specifically because federal funds are available (or are expected to be available) to fund that same activity. Federal funds must be used to supplement existing State or local funds for program activities, and may not replace (that is, may not "supplant") State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law.

When supplanting is prohibited, potential supplanting will be the subject of DCJ monitoring and audit. Should a question of supplanting arise, the grantee will be required to substantiate that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### **B. Misuse of award funds**

[Same as years: 2018, 2019, 2020, 2021, 2022]

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

### **C. Limitation on use of funds to approved activities**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will be used only for the purposes described in this award. The grantee must not undertake any work or activities that are not described in this award, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from DCJ.

### **D. Consultant compensation rates**

[Same as years: 2019, 2020, 2021, 2022]

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per

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day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

### E. Limit on use of grant funds for grantees' employees' salaries

[Same as years: 2019, 2020, 2021, 2022]

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 DCJ via DOJ.

## 6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from the DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

The Grantee hereby agrees that it will comply, and all of its subrecipients ("subgrantees") will comply, with the applicable provisions of:

### A. Civil rights laws and nondiscrimination provisions

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

States and units of local government, public and nonprofit institutions of higher education, nonprofit organizations, for-profit businesses, and other recipients of DOJ grants may be subject to various federal civil rights laws for reasons *other than* their receipt of DOJ funds. Some examples include federal civil

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rights laws related to discrimination on the basis of race, color, national origin, sex, religion, or disability.

Because a DOJ award is a form of "federal financial assistance," the recipients of a DOJ award (and any "subrecipient" at any tier) must comply with additional civil-rights-related requirements above and beyond those that otherwise would apply.

In general, these additional requirements fall into one of two categories:

1. Civil rights laws (sometimes referred to as "cross-cutting" federal civil rights statutes). These apply to essentially any entity that receives an award of federal financial assistance -- regardless of which federal agency awards the grant or cooperative agreement -- and encompass the "program or activity" funded in whole or in part with the federal financial assistance.
2. Nondiscrimination provisions. These are requirements or restrictions that apply to certain OJP or OVW awards -- in addition to the civil rights laws -- because they are set out in a statute that applies specifically to one or more particular OJP or OVW grant programs, or to OJP or OVW awards made under a particular legal authority. Much like the civil rights laws, these provisions apply variously to the programs, activity, or undertaking funded in whole or in part by OJP or OVW, and are described herein.
  - a. Such nondiscrimination provisions apply to some, but not all, OJP or OVW grant programs.
  - b. The nondiscrimination provisions that apply to an OJP or OVW award (above and beyond the requirements in "cross-cutting" civil rights laws) may vary from award to award, even for awards made during the same fiscal year.
  - c. Typically, no more than one of these nondiscrimination provisions will apply to any particular OJP or OVW award.

General information on the civil rights laws that apply to every OJP or OVW award, and on the nondiscrimination provisions that apply to some OJP or OVW awards, is available at <https://ojp.gov/about/ocr/statutes-regulations>.

NOTE: As discussed in more detail below, if a civil rights law or nondiscrimination provision prohibits discrimination in employment on the basis of religion, the prohibition is read together with the provisions of the Religious Freedom Restoration Act of 1993.

### **B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency**

[Same as years: 2020, 2021, 2022]

Compliance with the civil rights laws entails, among other things, taking reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to DOJ-funded programs or services. An individual with limited English proficiency is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients of DOJ awards in meeting their obligations with respect to such individuals, DOJ has published a guidance document, available on the LEP.gov website.

### **C. Certification**

[Same as years: 2018, 2019, 2020, 2021, 2022]

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Each grantee by accepting this award, certifies that it will comply (and it will require any subrecipient at any tier to comply) with applicable civil rights laws and nondiscrimination provisions. An additional DCJ Form 30, will be required prior to the disbursement of any funds.

### D. Nondiscrimination provisions and the Religious Freedom Restoration Act

[Same as years: 2022]

As noted earlier, a nondiscrimination provision that deals with discrimination in employment on the basis of religion is read together with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a grantee or subrecipient may not discriminate in employment based on religion, a DOJ recipient or subrecipient that is a faith-based organization may consider religion in hiring, provided it satisfies particular requirements.

An DOJ recipient that is a faith-based organization and that seeks to consider religion in hiring despite an applicable nondiscrimination provision must properly execute and submit to DCJ a specific formal certification to DCJ to the effect that--

1. The grantee is a religious organization that sincerely believes that providing the programs or services funded by the DOJ award is an expression of its religious beliefs, that employing individuals of particular religious belief is important to its religious exercise, and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.
2. The grantee will not discriminate against beneficiaries (or prospective beneficiaries) of the programs or services funded by the DOJ award on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
3. The grantee will keep any explicitly religious activities separate in time or location from programs or services funded by the DOJ award.
4. The grantee will not require beneficiaries (or prospective beneficiaries) of programs or services funded by the DOJ award to attend or participate in any explicitly religious activities. Any such participation will be purely voluntary.

To make the required certification, an appropriate, authorized official of the grantee organization must execute the [Certification Regarding Hiring Practices on the Basis of Religion](#) on behalf of the grantee. A copy of the executed certification must be submitted to DCJ. The grantee must retain the signed original on file as part of its records for the DOJ award.

An DOJ recipient that executes and submits a certification that satisfies these requirements ordinarily may consider religion in hiring. Different rules may apply, however, if there is good reason to question the truthfulness of the certification, or if DCJ determines that it is necessary to restrict the recipient from considering religion in hiring to further a compelling government interest. (If DCJ makes such a determination, the DCJ may impose limitations that represent the least restrictive means of furthering the compelling government interest.)

The rules that apply to subrecipients of DOJ awards that are faith-based organizations are similar, except that the subrecipient is to submit the required certification to the grantee.

### E. Overview of "Civil Rights Laws"

[Same as years: 2022 - except as highlighted]

Important "civil rights laws" that apply to all federal financial assistance -- and to all recipients and subrecipients of DOJ awards made in FY 2023, are these:

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- **Section 601 of Title VI of the Civil Rights Act of 1964** (codified at 42 U.S.C. 2000d)
  - Statutory provision:
 

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - DOJ implementing regulation: Subparts C and D of 28 C.F.R. Part 42.
- **Section 504 of the Rehabilitation Act of 1973** (codified at 29 U.S.C. 794)
  - Statutory provision:
 

No otherwise qualified individual with a disability in the United States, as defined in [29 U.S.C. 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance[.]
  - DOJ implementing regulation: Subpart G of 28 C.F.R. Part 42.
- **Section 901 of Title IX of the Education Amendments of 1972** (codified at 20 U.S.C. 1681)
  - Statutory provision:
 

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance[.]
  - DOJ implementing regulations: Subpart D of 28 C.F.R. Part 42; 28 C.F.R Part 54.
- **Section 303 of the Age Discrimination Act of 1975** (codified at 42 U.S.C. 6102)
  - Statutory provision:
 

[N]o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

DOJ implementing regulation: Subpart I of 28 C.F.R. Part 42.

## 7. RECIPIENTS OF OVW GRANT DOLLARS ONLY

### A. Availability of general terms and conditions on OVW website

[Same as years: 2019, 2020, 2021, 2022]

The grantee agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

### B. Compliance with statutory and regulatory requirements

[Same as years: 2018,2019, 2020, 2021, 2022]

The grantee agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of



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2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

### **C. VAWA 2013 nondiscrimination condition**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

### **D. Confidentiality and information sharing**

[Same as years: 2018, 2019, 2020, 2021, 2022]

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

### **E. Activities that compromise victim safety and recovery and undermine offender accountability**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

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

[Same as years: 2020, 2021, 2022]

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

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### **G. Termination or suspension for cause**

[Same as years: 2018, 2019, 2020, 2021, 2022]

DCJ or the Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until DCJ or the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

### **H. Compliance with solicitation requirements**

[Same as years: 2021, 2022]

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

### **I. Subrecipient program income**

[Same as years: 2021, 2022]

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.

Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Program Income Financial Report (DCJ Form 1-B) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

### **J. Subrecipient product monitoring**

[Same as years: 2021, 2022]

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

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**2024 FEDERAL REQUIREMENTS**

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## Federal Awards issued from 2024 Federal Grant Funds

### 1. INTRODUCTION

[Same as year: 2023]

Each year the Division of Criminal Justice (DCJ) performs a detailed assessment of the federal legal requirements to generate this exhibit. The DCJ has incorporated these notations into this document to call out differences from prior years. Minor changes that do not change the requirement, such as typographical errors or formatting will not be noted as a change.

### 2. APPLICABILITY

[Same as years: 2020, 2021, 2022, 2023]

The DCJ issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All award conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labeled as: "Recipients of OVW grant dollars only" or "Recipients of OJP grant dollars only".

References to the **DOJ** apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; the substance of the funded application; the grantee's performance under other federal awards; the grantee's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

### 3. RECIPIENT

[Same as years: 2020, 2021, 2022, 2023]

For the purposes of this document, the term "recipient" refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term "Recipient" and "Grantee" are interchangeable within this Exhibit.

### 4. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

[Same as years: 2020, 2021, 2022, 2023]

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance with all the provisions herein.

### 5. GENERAL CONDITIONS

#### A. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

[Same as years: 2021, 2022, 2023 - except the year is updated annually in the OJP URL]

The grantee, 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, 2024, are set out at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, <https://www.justice.gov/ovw/award-conditions>, and are incorporated by reference here.

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

## Federal Awards issued from 2024 Federal Grant Funds

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

[Same as years: 2020, 2021, 2022, 2023]

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

#### **This paragraph applies to OJP Awards Only**

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

([ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm)), and incorporated by reference into the award.

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

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 Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women ("OVW") taking appropriate action with respect to the grantee and the award. Among other things, the Department of Justice "DOJ" may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ 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.

### C. Effect of failure to address audit issues

[Same as years: 2020, 2021, 2022, 2023]

The grantee understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the grantee 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.

## Federal Awards issued from 2024 Federal Grant Funds

### D. Applicability of Part 200 Uniform Requirements

[Same as years: 2020, 2021, 2022, 2023 - except in 2022 the definition expanded to include 200.337]

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 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to DOJ 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 grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of final Financial Report (DCJ Form 1A), unless a different retention period applies -- and to which the grantee (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. 200.334, 200.337.

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

### E. Compliance with DOJ Grants Financial Guide

[Same as years: 2020, 2021, 2022, 2023]

The grantee agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the website, including any updated version that may be posted during the period of performance. 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.

### F. Reporting potential fraud, waste, and abuse, and similar misconduct

[Same as years: 2020, 2021, 2022, 2023]

The grantee 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) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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

[Language is significantly different than prior years]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

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.

#### **These three paragraphs apply to OJP Awards Only:**

Part 38 also sets out rules and requirements that pertain to grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to grantees and subrecipients that are faith-based or religious organizations.

Grantees and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

#### **This paragraph applies to OVW Awards Only:**

Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that grantees and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

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

[Same as years: 2020, 2021, 2022, 2023]

The grantee, 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").

#### **This paragraph applies to OVW Awards Only:**



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Additional information on the pertinent to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

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

[Same as years: 2018, 2019, 2020, 2021, 2022, 2023 - the second paragraph was added in 2023]

The grantee, 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.

#### **This paragraph applies to OJP Awards Only:**

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered grantees must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

### **J. Determination of suitability to interact with participating minors**

[Same as years: 2021, 2022, 2023]

This condition applies to awards that a purpose of some or all of the activities to be carried out under the award (whether by the grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

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

### **K. Requirement to disclose whether grantee is designated "high risk" by a federal grant-making agency**

[Same as years: 2020, 2021, 2022, 2023]

If the grantee is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the grantee must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the grantee's past performance, or other programmatic or financial concerns with the grantee. The grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the grantee high risk, 2. The date the grantee 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.

### **L. Encouragement of policies to ban text messaging while driving**

[Same as years: 2020, 2021, 2022, 2023]

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during



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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.

### **M. Restrictions and certifications regarding non-disclosure agreements and related matters**

[Same as years: 2020, 2021, 2022, 2023]

No grantee 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 grantee —
  - 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 grantee 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 grantee'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

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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.

### N. Training Guiding Principles

[Same as years: 2020, 2021, 2022, 2023]

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

### O. Requirement to report potentially duplicative funding

[Same as years: 2020, 2021, 2022, 2023]

If the grantee currently has other active awards of federal funds, or if the grantee receives any other award of federal funds during the period of performance for this award, the grantee 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 DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

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

[Same as years: 2020, 2021, 2022, 2023]

The grantee (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 grantee 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 grantee is to contact the DCJ for guidance.

### Q. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)

[Same as years: 2021, 2022, 2023]

The grantee, 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 grantees, subrecipients ("subgrantees"), or

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individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the grantee'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> and the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

### R. Potential imposition of additional requirements

[Same as years: 2020, 2021, 2022, 2023]

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

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

[Same as years: 2018, 2019, 2020, 2021, 2022, 2023 - except the 2 CFR citation was updated to 200.1 in 2022]

The grantee (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 200.1) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The grantee's breach procedures must include a requirement to report actual or imminent breach of PII to DCJ no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### T. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers

[Same as years: 2020, 2021, 2022 - except OVW language changed in 2022 and 2023]

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

The grantee 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 grantee'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).

#### **This paragraph applies to OVW Awards Only:**

The grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to

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the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW 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.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM") and are incorporated by reference here.

### U. Restrictions on "lobbying" and policy development

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, 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.)

#### Recipients of OVW grant dollars only:

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ 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 DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

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

[Same as years: 2018, 2019, 2020, 2021, 2022]

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."

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### 6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation - Act of 1973, require recipients of federal financial assistance (grantees) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit grantees from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the basis of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help grantees comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit [www.ojp.gov/program/civil-rights-office/outreach](http://www.ojp.gov/program/civil-rights-office/outreach). If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://www.ojp.gov/program/civil-rights-office/about#ocr-contacts).

Reach out to your DCJ grant manager if you have any questions.

## 2025 State Controller Federal Provisions

### 2025 State Controller Federal Provisions

#### 1. Applicability of Provisions.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

#### 2. Definitions.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1
  - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. “Entity” means:
    - 2.1.2.1. a non-federal entity;
    - 2.1.2.2. a non-profit organization or for profit organization;
  - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
  - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
  - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
  - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

## 2025 State Controller Federal Provisions

- 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.8. “Nonprofit Organization” organization, that:
  - 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.8.2. Is not organized primarily for profit; and
  - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and
  - 2.1.8.4. Is not an IHE.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

## 2025 State Controller Federal Provisions

- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

### **3. Compliance.**

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

### **4. System for Award Management (SAM) and Unique Entity ID Requirements.**

- 4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the



## 2025 State Controller Federal Provisions

Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

### 5. Total Compensation.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

- 5.1.2. In the preceding fiscal year, Subrecipient received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

### 6. Reporting.

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal

## 2025 State Controller Federal Provisions

Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

### **7. Effective Date and Dollar Threshold for Reporting.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

### **8. Subrecipient Reporting Requirements.**

- 8.1. Subrecipient shall report as set forth below.
  - 8.1.1. To Recipient. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
    - 8.1.1.1. Subrecipient Unique Entity ID;
    - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
    - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
    - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

## 2025 State Controller Federal Provisions

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.1.6. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip Code +4, and Congressional District.

8.1.2. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.frsrc.gov>.

### 9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or

## 2025 State Controller Federal Provisions

the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

### 10. Access to Records.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
- 10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

### 11. Single Audit Requirements.

- 11.1. If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued

## 2025 State Controller Federal Provisions

pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## 12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

## 2025 State Controller Federal Provisions

12.1.1. For agreements with Subrecipients - Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors - Include the terms in the Contract Federal Provisions Exhibit.

### **13. Certifications.**

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **14. Exemptions.**

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **15. Event of Default and Termination.**

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

## 2025 State Controller Federal Provisions

- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

## **16. Additional Federal Requirements.**

### **16.1. Whistle Blower Protections**

- 16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

**COLORADO DIVISION OF CRIMINAL JUSTICE  
CERTIFICATION OF COMPLIANCE WITH REGULATIONS  
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (DCJ FORM 30)**

**INSTRUCTIONS:** Complete the table below with information found in the Grant Agreement. Read the form completely, identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed by the Project Director; and check only one certification under "II" that applies to your agency. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.

PROJECT DIRECTOR: Brittany Davis

PHONE: 9709224-6089

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone & email)

Claudia Menendez  
Equity Officer, City Manager's Office  
300 Laporte Ave, Fort Collins, CO  
970-416-8087 cmenendez@fcgov.com

I acknowledge that I viewed **all** of the trainings on Civil Rights available on DCJ's website at <https://www.colorado.gov/pacific/dcj/civil-rights-requirements>. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

Signed by:



11/18/2025 | 3:05:43 PM MST

PROJECT DIRECTOR SIGNATURE

DATE

**SIGNATURE AUTHORITY'S CERTIFICATION:** As the Signature Authority for the above Grantee, I certify, by my signature on page two (2), that I have read and am fully cognizant of our duties and responsibilities under this Certification.

**I. REQUIREMENTS OF GRANT RECIPIENTS:** All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.



**DCJ FORM 30:**  
**CERTIFICATION OF COMPLIANCE WITH REGULATIONS,**  
**OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE** (Continued)

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:** Check the box before **ONLY ONE APPROPRIATE CERTIFICATION** (A, or B below) that applies to this grantee agency during the period of the grant duration noted above.

☒ **CERTIFICATION "A"** [Applicable, if (1), (2) or (3), below, apply.] This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:

- ☐ (1) is an educational, medical or non-profit organization or an Indian Tribe;
- ☐ (2) has less than 50 employees;
- ☒ (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302, but is **required to submit a Certification** (<https://ojp.gov/about/ocr/eeop.htm>).

☐ **CERTIFICATION "B"** (Applicable to all entities that do not qualify for Certification "A" above)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than \$25,000, in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will prepare and submit an EEOP and Certification at <https://ojp.gov/about/ocr/eeop.htm>, within 60 days of the award. The EEOP shall be submitted in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

DocuSigned by:  
  
 0B86D5874D89400...  
 \_\_\_\_\_  
 SIGNATURE AUTHORITY SIGNATURE

11/20/2025 | 6:03:10 AM PST  
 \_\_\_\_\_  
 DATE

Kelly DiMartino  
 \_\_\_\_\_  
 TYPED NAME

City Manager  
 \_\_\_\_\_  
 TITLE

\* \* \* \* \*

*This signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above.*

## Certificate Of Completion

Envelope Id: BF1DDBEB-CB26-461F-ADE3-3937363BF57D  
 Subject: DCJ Grant - VOCA 2025-VA-26-480-08 Victim Services Unit  
 Source Envelope:  
 Document Pages: 89  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:  
 CVS Grants  
 700 Kipling St  
 Lakewood, CO 80215  
 cvsgrants@state.co.us  
 IP Address: 165.127.87.1

## Record Tracking

Status: Original  
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 Storage Appliance Status: Connected

Holder: CVS Grants  
 cvsgrants@state.co.us  
 Pool: FedRamp  
 Pool: CDPS Contracts and Grants

Location: DocuSign  
 Location: Docusign

## Signer Events

Brittany Davis  
 bdavis@fcgov.com  
 Security Level: Email, Account Authentication  
 (None)

## Signature

Signed by:  
  
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 Signature Adoption: Pre-selected Style  
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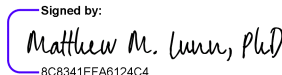
Kelly DiMartino  
 kdimartino@fcgov.com  
 City Manager  
 City of Fort Collins  
 Security Level: Email, Account Authentication  
 (None)

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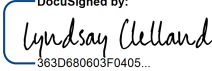
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Matthew M. Lunn, PhD  
 matthew.lunn@state.co.us  
 Director  
 Security Level: Email, Account Authentication  
 (None)

Signed by:  
  
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 Signature Adoption: Pre-selected Style  
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Signer Events	Signature	Timestamp
Lyndsay Clelland lyndsay.clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div> DocuSigned by:    363D680603F0405... </div> Signature Adoption: Pre-selected Style Using IP Address: 172.59.229.144	Sent: 11/21/2025 12:44:41 PM Viewed: 11/23/2025 10:48:07 AM Signed: 11/23/2025 10:48:15 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sue Jordanger sjordanger@fcgov.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/5/2025 2:09:41 PM
Joe Burns joe.burns@state.co.us Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/23/2025 10:48:19 AM
Breanne Nugent breanne.nugent1@state.co.us CJ - Grant Contract Specialist CDPS Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/23/2025 10:48:19 AM
Brittany Davis bdavis@fcgov.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/13/2025 3:31:26 PM ID: 3b8040d4-3c89-4086-bf42-fe0be3eb1912	<div>COPIED</div>	Sent: 11/23/2025 10:48:19 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2025 2:09:41 PM
Envelope Updated	Security Checked	11/13/2025 10:00:39 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	11/23/2025 10:48:07 AM
Signing Complete	Security Checked	11/23/2025 10:48:15 AM
Completed	Security Checked	11/23/2025 10:48:20 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact CDPS Contracts and Grants:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [sarah.white@state.co.us](mailto:sarah.white@state.co.us)

### **To advise CDPS Contracts and Grants of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [sarah.white@state.co.us](mailto:sarah.white@state.co.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from CDPS Contracts and Grants**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [sarah.white@state.co.us](mailto:sarah.white@state.co.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with CDPS Contracts and Grants**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sarah.white@state.co.us](mailto:sarah.white@state.co.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.