

RESEARCH AGREEMENT

Between and Among

FIFTH JUDICIAL CIRCUIT, FLORIDA

and

MARION COUNTY, FLORIDA

and

SAM HOUSTON STATE UNIVERSITY

THIS RESEARCH AGREEMENT is hereby made and entered into by, between, and among the FIFTH JUDICIAL CIRCUIT OF FLORIDA (hereinafter "Circuit"), with offices located at 110 NW First Ave., Ocala, FL 34475 (hereinafter "Circuit"), MARION COUNTY, FLORIDA, 601 SE 25th Ave., Ocala, FL 34471 (hereinafter "County") and SAM HOUSTON STATE UNIVERSITY, a public body corporate of the state of Texas with offices at 1806 Avenue J, Suite 302, Huntsville, TX 77340 (hereinafter "University"), collectively referred to as the "Parties."

WHEREAS, University's research capabilities reflect a substantial public investment as a part of its research and higher education mission as a public university. The research contemplated by this Research Agreement is aimed to produce results of mutual interest to University, Circuit, and County. Specifically, by advancing the instruction, research, and public service missions of University, Circuit, and County through the potential to create or enhance technologies to assist in Circuit's and County's development of new products or processes; and

WHEREAS, the Bureau of Justice Assistance, Treatment Court Discretionary Grant Program, Bureau of Justice Assistance Award Number 15PBJA-24-GG-03923-DGCT (hereinafter "Grant") has provided funding to County in part to support research by University of the Marion County Adult Pre-Plea Diversion Drug Court (hereinafter "APDC") for the benefit of Circuit, and;

WHEREAS, the Grant funds will meet Bureau of Justice guidelines, legislative intent, and local need;

THEREFORE, in consideration of the mutual covenants and conditions contained herein, the following will serve as this Research Agreement.

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SECTION 1 - RESEARCH WORK

- 1.1 Research Efforts. University shall use diligent efforts to perform the work according to the standards of a United States institution of higher education, and agrees to be bound by, and fully comply with, the Grant, a copy of which is attached hereto as Appendix B.
- 1.2 Period of Performance. The period of performance for the Research will begin on October 1, 2024, and end on September 30, 2028.
- 1.3 Principal Investigator. The "Principal Investigator" is Elizabeth Hartsell, Ph.D. Assistant Professor, Department of Criminal Justice and Criminology, C-107 George J Beto Criminal Justice Center, Sam Houston State University, Huntsville, TX 77341-2296, who is responsible for performance of the research on behalf of University. If Dr. Hartsell ceases to serve as Principal Investigator for any reason, University shall promptly notify Circuit, and University and Circuit shall use good faith efforts to identify a mutually acceptable replacement within sixty (60) days. In the event that University cannot find a mutually acceptable replacement, then University or Circuit may terminate the Agreement.
- 1.4 Technical Representative. The "APDC Technical Representative" is Marion County Adult Pre-plea Diversion Drug Court Staff, who is Circuit's principal representative for consultation and communications with University and the Principal Investigator regarding technical matters that are involved with the research. Circuit may change its APDC Technical Representative upon thirty (30) days' written notice to University.
- 1.5 Consultation. The APDC Technical Representative may consult informally with the Principal Investigator in person, by telephone, or by electronic means regarding the Research. University shall provide APDC Technical Representative with reasonable access to University facilities where the research is being conducted, but the Principal Investigator determines the exact time and manner of access.

SECTION 2 - RECORDS AND REPORTS

- 2.1 Records. The Principal Investigator shall prepare and maintain records containing the Research Results, including laboratory notebooks, in accordance with customary University practice. For the duration of this Agreement at the reasonable convenience of the Principal Investigator, the Principal Investigator shall provide the APDC Technical Representative with reasonable access to research records.
- 2.2 Reports. The Principal Investigator shall deliver written progress reports to the APDC Technical Representative that assess the accomplishments of the Research as follows.

<u>Report Type</u>	<u>Due Date</u>
Final Report	90 days after expiration or termination of the Agreement, unless otherwise agreed to in writing by the <u>General Counsel for the Fifth Judicial Circuit</u> .

SECTION 3 - COSTS, BILLINGS AND OTHER SUPPORT

3.1 Total Funding. County, through the Grant, shall fund a maximum amount of Sixty-two Thousand One Hundred Thirty-three Dollars (\$62,133) for the Research.

3.2 Deliverables.

- a. Reports on University data collection efforts delivered quarterly;
- b. Annual and final reports on findings provided to the court and the Bureau of Justice Assistance;
- c. Periodic reports and presentation on data collection and findings to date as request arise;
- d. Presentation at academies and practitioner conferences; and
- e. Published academic journal articles.

3.3 Payments. County shall pay University in accordance with the following schedule after receipt of an invoice:

GRANT AMOUNT	PAYMENT AMOUNT	GRANT YEAR	DUE DATE
\$62,133			
\$58,386.75	\$3,746.25	Year 1, Q 1	31 March 2025
\$54,640.50	\$3,746.25	Year 1, Q 2	30 June 2025
\$50,894.25	\$3,746.25	Year 1, Q 3	30 September 2025
\$47,148.00	\$3,746.25	Year 1, Q 4	31 December 2025
\$43,312.25	\$3,835.75	Year 2, Q 1	31 March 2026
\$39,476.50	\$3,835.75	Year 2, Q 2	30 June 2026
\$35,640.75	\$3,835.75	Year 2, Q 3	30 September 2026
\$31,805.00	\$3,835.75	Year 2, Q 4	31 December 2026
\$27,876.75	\$3,928.25	Year 3, Q 1	31 March 2027
\$23,948.50	\$3,928.25	Year 3, Q 2	30 June 2027
\$20,020.25	\$3,928.25	Year 3, Q 3	30 September 2027
\$16,092.00	\$3,928.25	Year 3, Q 4	31 December 2027
\$12,069.00	\$4,023.00	Year 4, Q 1	31 March 2028
\$8,046.00	\$4,023.00	Year 4, Q 2	30 June 2028
\$4,023.00	\$4,023.00	Year 4, Q 3	30 September 2028
\$0.00	\$4,023.00	Year 4, Q 4	31 December 2028
\$62,133.00		TOTAL DISBURSED	

3.4 Billing Addresses.

University shall send invoices to: Regina Lewis, Marion County Treatment Court Grant Manager
 110 First Avenue, Room 1057
 Ocala, FL 34475

Email: rlewis@circuit5.org

Phone: 352-817-6282

County shall remit payments to:

Office of Research Administration

Sam Houston State University

University Plaza, Suite 215

Huntsville, TX 77341-2183

Email: ora@shsu.edu

Phone: 936-294-4862

Circuit and County shall include the SHSU Research number **24-0171** on all billing correspondence.

SECTION 4 - PUBLICATIONS; CONFIDENTIAL INFORMATION; PROPRIETARY MATERIALS

4.1. Publications.

- a. Policy. Under University policy, University researchers must have the freedom to publish research results in journals, theses, or dissertations and present the results at symposia or professional meetings. However, at least thirty (30) days prior to any submission for publication or presentation, University researchers will provide Circuit and County copies of the proposed publication or presentation to allow Circuit to determine whether patentable subject matter or Circuit's or County's Confidential Information (defined in Subsection 4.2(a)) would be disclosed.
- b. Patentable Subject Matter. If Circuit or County determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains patentable subject matter which needs protection, the researcher(s) shall refrain from making the presentation or publication for a maximum of three (3) months in order for University to file patent application(s).
- c. Confidential Information. If Circuit or County determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains Circuit's Confidential Information, the researcher(s) shall delete Circuit's and/or County's Confidential Information.
- d. Publication. If Circuit or County do not respond within the thirty (30) days, the researcher(s) may proceed with the presentation or publication.

4.2. Confidential Information.

- a. Definition. "Confidential Information" means any confidential or proprietary information furnished by one Party ("Disclosing Party") to the other ("Receiving Party") in connection with the Research that is specifically marked as confidential or followed up in writing to document its confidentiality.
- b. Obligations. For three (3) years after disclosure of Confidential Information, the Receiving Party may only disclose Confidential Information to its directors, officers, employees, consultants, and contractors who are obligated to maintain its confidentiality and who need to know Confidential Information for the performance of the Research. University may refuse to accept any Confidential Information offered by Circuit and/or County.

- c. Exceptions. The obligations of Subsection 4.2(b) do not apply to information that the Receiving Party can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third party without a known obligation of confidentiality to the disclosing Party; (iv) is required to be disclosed to comply with a Florida Statute, Federal Law, State of Florida or Federal regulation, or Fifth Judicial Circuit court or administrative order provided that the receiving Party uses reasonable efforts to provide prior written notice of the disclosure.
- d. Ownership and Return. The Disclosing Party (or a third party entrusting its information to the disclosing Party) owns its Confidential Information. Upon expiration or termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall return all originals, copies, and summaries of Confidential Information in its possession or control, except that the Receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Agreement and such additional copies of or any computer records or files containing such Confidential Information that have been created solely by the Receiving Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Receiving Party's standard archiving and back-up procedures, but not for any other use or purpose.

4.3. Proprietary Materials.

- a. Definitions.
 - i. "Proprietary Materials" means any materials and know-how that are owned and furnished by one Party to the other Party in connection with performance of this Agreement.
 - ii. "University Materials" refers to Proprietary Materials and know-how supplied by University.
 - iii. "Circuit Materials" refers to Proprietary Materials and know-how supplied by Circuit.
 - iv. "Research Materials" refers to materials that are generated by the Parties pursuant to the Research and may contain, in whole or in part, University Materials and/or Circuit Materials or be generated using University Materials and/or Circuit Materials.
- b. Limited Use and Transfer. The recipient may use Proprietary Materials and Research Materials received from the other Party only for work performed under this Agreement and only in compliance with applicable federal, state, and local laws and regulations. The recipient may not use Proprietary Materials or Research Materials received from the other Party in any in vivo experiments on human subjects. The recipient may not transfer any of the other Party's Proprietary Materials or Research Materials to any third party without the prior written consent of the other Party. Except as specifically permitted in the Research, under no circumstances will the recipient engineer, re-engineer, modify, deconstruct, design around or in any way determine the structure or composition of any Proprietary Materials or Research Materials. Each Party reserves the right to refuse to accept any Proprietary Materials or Research Materials offered by the other Party. Notwithstanding the forgoing, unless expressly provided otherwise herein, nothing in this Agreement shall be construed by implication, estoppel or otherwise as a license under any intellectual property rights owned or controlled by University of Florida or University of Florida Research Foundation.
- c. Notwithstanding the forgoing, any rights granted to Circuit for Research Materials, including but not limited to right to use, or transfer to Circuit, shall be dependent upon, and subject to University contractual rights and obligations and third-party intellectual property rights related to the material.

- d. Warranty Disclaimer. Proprietary Materials and Research Materials furnished pursuant to this Agreement are provided for experimental purposes and may have hazardous properties. THE SUPPLIER MAKES NO REPRESENTATIONS AND EXTENDS NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY PROPRIETARY MATERIALS OR RESEARCH MATERIALS, INCLUDING, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY MAKES ANY ASSURANCES THAT THE USE OF PROPRIETARY MATERIALS OR RESEARCH MATERIALS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.
- e. Ownership and Return. The supplier (or any third party entrusting its materials to the supplier) owns its Proprietary Materials, even if such Proprietary Materials are incorporated into Research Materials. Upon expiration or termination of this Agreement or at the request of the supplier, the recipient shall (at the instruction of supplier) destroy any unused Proprietary Materials and Research Materials incorporating Proprietary Materials and/or generated using Proprietary Materials.

SECTION 5 -- RESEARCH INTELLECTUAL PROPERTY

5.1. Definitions.

- a. "Intellectual Property" means discoveries, inventions, improvements, and prototypes whether patentable or not, including, software, copyrighted and copyrightable works other than publications and reports, trademarks, and service marks, which are conceived or made during performance of the Research.
- b. "Background Intellectual Property" means any intellectual property owned or controlled by a Party prior to the Effective Date or conceived outside of the research conducted under this Agreement. Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.
- c. "Research Results" means data and technical information that are obtained in performance of the Research. Research Results are expressly excluded from the definition of Intellectual Property.

5.2. Ownership. University owns Intellectual Property that is conceived or made solely by employees of University ("University Intellectual Property"). Circuit owns all Intellectual Property that is conceived or made solely by employees of Circuit ("Circuit Intellectual Property"). University and Circuit jointly own Intellectual Property that is conceived or made jointly by employees of University and Circuit ("Joint Intellectual Property").

5.3. Disclosure. University shall provide Circuit with written disclosure of University Intellectual Property promptly after it is disclosed by a University employee to University's technology licensing division. Circuit shall provide University with a written disclosure of any Circuit Intellectual Property promptly after it is disclosed by a Circuit employee to Circuit. Each Party shall retain all Intellectual Property disclosures submitted by the other Party in confidence.

5.4. Patent Rights.

- a. University Responsibility. If Circuit directs that a patent application for University Intellectual Property or Joint Intellectual Property be filed, University shall promptly prepare, file, and prosecute, at the expense of Circuit (subject to Subsection 5.4(c)), patent rights for that Intellectual Property, using patent counsel reasonably acceptable to Circuit. Circuit and University shall cooperate to assure that patent applications cover, to the best of Circuit's knowledge, all items of commercial interest and importance. While University is responsible for making decisions regarding scope and content of the patent applications, Circuit may review and provide input. University shall keep Circuit reasonably apprised as to

developments with respect to the patent applications and shall promptly supply to Circuit copies of all papers received and filed in connection with the prosecution. If Circuit decides to discontinue the financial support of the patent applications, University may file or continue prosecution and maintain any protection in the United States and any foreign countries at University's sole expense with no further obligation to Circuit.

- b. Cooperation. University and Circuit shall cooperate in the preparation, filing, prosecution, and maintenance of all patent rights for University Intellectual Property and Joint Intellectual Property. Cooperation includes (i) promptly executing or requiring employees to execute papers and instruments as reasonable and appropriate; and (ii) promptly informing the other Party of matters that may affect the preparation, filing, prosecution, or maintenance of those patent rights.
- c. Payment of Expenses. Within thirty (30) days after University invoices Circuit, Circuit shall reimburse University for all reasonable patent-related expenses incurred by University pursuant to Subsection 5.4(a). Circuit may elect, upon sixty (60) days' advance written notice to University, to cease payment of the expenses associated with obtaining or maintaining that patent protection for one or more patent rights in one or more countries. In that event, Circuit loses all rights under this Agreement with respect to patent rights in those countries.

5.5. Option Rights. University grants Circuit a first right to negotiate a worldwide, royalty-bearing, exclusive license to University Intellectual Property or to University's rights in Joint Intellectual Property (the "Option Right"). Circuit's right commences when University notifies Circuit pursuant to Section 5.3 and expires ninety (90) days later ("Option Period"). Circuit may exercise the Option Right by written notice to Tech Licensing during the Option Period. If Circuit does not exercise the Option Right during the Option Period, University may license its commercial rights under the relevant Intellectual Property to any third parties. If Circuit exercises the Option Right, Tech Licensing and Circuit shall negotiate in good faith a license agreement with commercially reasonable terms. If the Parties fail to execute a license to University Intellectual Property or to University's rights in Joint Intellectual Property within six (6) months after Circuit's exercise of the Option Right, University has no further obligation to Circuit for that Intellectual Property.

5.6. Licenses. In any license Tech Licensing grants to Circuit for University Intellectual Property or for University's rights in Joint Intellectual Property, among other customary license terms, the Parties shall include terms to obligate Circuit to (a) develop the Intellectual Property diligently for practical application and (b) pay all patent costs.

5.7. Use of Research Results. Each Party may use Research Results for any purpose. However, in the case of Circuit, the use may not infringe any claim of a patent application, or an issued patent included in University Intellectual Property rights for which Circuit has failed to obtain a license as provided in Section 5.5.

5.8. Copyrightable Works. University or its employees own any copyrighted or copyrightable works (including reports and publications) that are created by University employees in the performance of the Research. University and the Principal Investigator grant Circuit an irrevocable, royalty-free, nontransferable, non-exclusive right to copy and distribute for internal purposes only any research reports that are furnished to Circuit under this Agreement.

5.9. Research Partially Funded by Third Parties. If any patentable invention in the Intellectual Property has been funded by the federal government, this Agreement and the grant of any rights in that invention are governed by federal law set forth in 35 U.S.C. §§ 201-211 and corresponding regulations, as amended, or any successor

statutes and regulations. If any Intellectual Property has been funded by a non-profit organization or state or local agency, this Agreement and the grant of rights in that Intellectual Property are subject to the terms of the applicable agreement. If any term of this Agreement fails to conform to applicable law, regulations, or agreements, the relevant term is invalid and the Parties shall modify the term.

SECTION 6 - PUBLICITY

- 6.1. Circuit may not use the name of University or of any member of University's Research staff in any publicity, advertising, or news release without the prior written consent of University. University may not use the name of Circuit or any employee of Circuit who is involved in the Research in any publicity, advertising, or news release without the prior written consent of Circuit.
- 6.2. University is required by Section 1004.22 of the Florida Statutes to make available upon request the title and description of the Research, the name of the Principal Investigator, the name of the Circuit, and the amount of funding.

SECTION 7 - WARRANTY DISCLAIMER; INDEMNITY

- 7.1. UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO ANY MATTER RELATING TO THIS AGREEMENT, INCLUDING, THE PERFORMANCE OR RESULTS OF THE RESEARCH; THE AVAILABILITY OF LEGAL PROTECTION FOR RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF THE RESEARCH; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS AGREEMENT. UNIVERSITY PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS. UNIVERSITY MAKES NO ASSURANCES THAT THE USE OF RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.
- 7.2. Circuit shall hold harmless University, its trustees, officers, employees, and agents against any liabilities, damages, or claims that arise out of the use or possession of any information, reports, data, materials, services, intellectual property, and deliverables that are produced under this Agreement, except any liability, damages, or claims that result from negligence or willful malfeasance by University, its trustees, officers, employees, and agents. This Section shall not be construed in any way to alter Circuit's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes

SECTION 8 - TERMINATION

- 8.1. Termination. Any Party may terminate this agreement without cause upon sixty (60) days' prior written notice to the other.
- 8.2. Termination for Breach. If any Party commits a material breach of this Agreement and fails to remedy that breach within forty-five (45) days after receipt of written notice from another Party, the Party giving notice may terminate this Agreement by written notice to the other Parties, effective upon receipt.
- 8.3. Surviving Terms. Expiration or termination of this Agreement by any Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination, except that Circuit's rights under Section 5 do not survive termination for any other material breach by Circuit. Except in the case of

material breach by Circuit, expiration or termination of this Agreement does not affect the Parties' rights and obligations under Sections 3, 4, 6, 7, 8, and 10.

- 8.4. Payments on Termination. Upon early termination of this Agreement by any Party for any reason, University will cease further obligation of funds for Services and will take all reasonable steps to cancel or otherwise reduce outstanding obligations. County will pay University for either (a) percent of completion or (b) deliverable completed to the date of termination and (c) any non-cancellable obligations on or before the date of termination pursuant to Section 3. University will refund any portion of County advance payments not obligated pursuant to (a) or (b), and (c).

SECTION 9 - NOTICES

The Parties shall provide notices for this Agreement in writing by email, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

<u>If to Circuit</u>	<u>If to University:</u>
Administrative: Marion County Adult Pre-Plea Drug Court Marion County Judicial Center 110 NW First Avenue, Room 1057 Ocala, FL 34475 (352) 817-6282 rlewis@circuit5.org	Administrative: Office of Research Administration Sam Houston State University University Plaza, Suite 215 Huntsville, TX 77341-2183 (936) 294-4862 ora@shsu.edu
Technical Matters: Regina A. Lewis Marion County Judicial Center 110 NW First Avenue, Room 1057 Ocala, FL 34475 (352) 817-6282 rlewis@circuit5.org	Technical Matters: Dr. Elizabeth Hartsell, Assistant Professor Department of Criminal Justice and Criminology College of Criminal Justice Sam Houston State University Huntsville, TX 77341-2296 (936) 294-4907 enh033@shsu.edu

SECTION 10 – MISCELLANEOUS

- 10.1. Independent Contractor. University, Circuit, and County are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. No Party is bound by the acts or conduct of another.

10.2. Insurance; Liability.

- a. University has adequate liability insurance for its officers, employees, and agents while acting within the scope of their employment. University has no liability insurance policy that can extend protection to any other person.
- b. Each Party assumes all risks of personal injury and property damage attributable to the acts or omissions of that Party and its officers, employees, and agents.
- c. The Parties acknowledge that the source of funding for this Agreement is the Federal Grant, a copy of which is found in Appendix B. Should it be determined that any Grant funds expended under this Agreement must be repaid due to non-compliance with the Grant Terms on the part of University, University shall be responsible to pay same to County within thirty (30) days of written demand. This provision survives expiration or termination of this Agreement.

10.3. Governing Law. The Parties agree to remain silent on this Clause.

10.4. Assignment. No Party may assign this Agreement voluntarily, by operation of law, or through change of control without the prior written consent of the others, which the Parties may not unreasonably withhold or delay. This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.

10.5. Agreement Modification. The Parties may only modify this Agreement by a written instrument signed by all Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. A Purchase Order may only be used for billing purposes and for extending the end date of this contract. No other terms of this Agreement may be modified by terms included in a Purchase Order. The terms and conditions of such a Purchase Order do not apply, and such terms or conditions in a Purchase Order are null and void.

10.6. Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, pandemic, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.

10.7. Export Controls. The Parties shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Agreement. Circuit shall notify University before providing University with any export-controlled information or materials.

- 10.8. Dispute Resolution. The parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging the highest appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. For any dispute related to this Agreement that the Parties cannot resolve by mutual agreement, the Parties shall seek agreement through formal mediation in any county in the Fifth Judicial Circuit or Florida, failing which either Party may pursue any remedies legally available.
- 10.9. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the Parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.
- 10.10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.
- 10.11. Counterparts and Execution. The Parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Agreement by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Agreement.
- 10.12. Headings. Headings are for convenience and do not affect the meaning of any provision of this Agreement.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

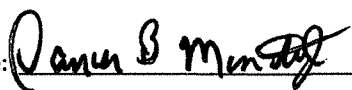
Fifth Judicial Circuit of Florida

SAM HOUSTON STATE UNIVERSITY

Signed by:

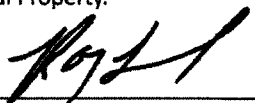
Daniel B. Merrit, Jr.

Title: Chief Judge

Signature: 

Date: 4-21-25

Reviewed for legal sufficiency by: Roy L. Wolgamuth
I have read and approve this Agreement, and I hereby
assign to University all my right, title, and interest in
any Intellectual Property.

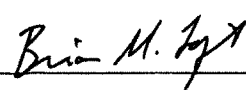
Signature: 

Date: April 21, 2025

Signed by:

Brian M. Loft, Ph.D.

Title: Associate Vice President for Research and
Sponsored Programs

Signature: 

Date: 17 April 2025

Elizabeth Hartsell, Ph.D.

Title: Associate Professor of Criminal Justice
Principal Investigator

Signature: Elizabeth Hartsell

Date: 4/18/2025

ATTEST:

Greg Harrell, Clerk of Court

Date: _____

Kathy Bryant, Chairman

Date: _____

For Use and Reliance of Marion County only, Approved as to Form and Legal Sufficiency


Matthew Minter, County Attorney

4/22/25
BCC APPROVED ACCEPTANCE DATE

APPENDIX A
PROJECT

Statement of Work performed by Sam Houston State University follows (1 page)

Sam Houston State University
Dr. Elizabeth N. Hartsell, Principal Investigator
Scope of Work
Evaluation of Marion County (FL) Diversion Drug Court
October 1, 2024-September 30, 2028

Dr. Elizabeth N. Hartsell at Sam Houston State University will serve as the Co-Principal Investigator of the evaluation team for the Marion County (FL) Diversion Drug Court on the proposal to be submitted to BJA entitled "Evaluation of Marion County (FL) Diversion Drug Court."

Research Questions for Team to Address with Available Data:

- How well is the court meeting required performance measures required by the Bureau of Justice Assistance?
- How does the court meet NADCP (All Rise) 10 key components, including their subcomponents?
 - Where are strengths and areas for improvement?
- How does the court meet National Best Practice standards (from All Rise)?
 - Where are strengths and areas for improvement?
- What are predictors of intermediate outcomes including: acceptance to the program, graduation, drug test results, sanctions, and incentives?
- What are predictors of re-arrest (data access permitting)?

Dr. Hartsell is Responsible for These Tasks and Products

- Take the lead on accessing the Drug Court Case Management (DCCM) System and download data on client experiences and outcomes.
- Take the lead on conducting quantitative analyses from multiple data sources and create results tables for inclusion in reports, presentations, and journal articles.
 - Take the lead on writing methods, analysis, and results sections of reports.
- Take the lead on creating presentations to the Marion County Diversion Drug Court Steering Committee.
- Take the lead on creating presentations and presenting at academic and practitioner conferences (e.g., American Society of Criminology, Academy of Criminal Justice Sciences).
- Meet and/or email regularly with staff to discuss ongoing research efforts and gather contextual information.
- Submit quarterly reports on data collection efforts to SHSU and to the court.
- Submit annual and final reports on evaluation findings to the court.
- Collaborate with Dr. Lane at UF in writing reports and journal articles.
- Collaborate with Dr. Lane in creating an observation instrument for court staff to observe treatment providers to monitor treatment fidelity.
- Collaborate with Dr. Lane in creating an observation instrument for court sessions and staffing sessions.
- Obtain Internal Review Board (IRB) permissions from Sam Houston State University, and facilitating the sIRB, if required.

APPENDIX B
AWARD LETTER

Notice of Award 15PBJA-24-GG-03923-DGCT from the U.S. Department of Justice follows (19 pages).



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	MARION COUNTY BOARD OF COUNTY COMMISSIONERS 110 NW 1ST AVE
City, State and Zip:	OCALA, FL 34475
Recipient UEI:	KHD3TN15Y333
Project Title: Marion County Adult Pre-Plea Diversion Drug Court	Award Number: 15PBJA-24-GG-03923-DGCT
Solicitation Title: BJA FY24 Adult Treatment Court Program	
Federal Award Amount: \$1,000,000.00	Federal Award Date: 9/27/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.585 - Treatment Court Discretionary Grant Program	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/28
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/28
Project Description: The Marion County (Florida) Diversion Drug Court is a pre-plea felony and misdemeanor adult drug court which will serve about 60 new participants per year (240 total over 4 years). The target population is adults who have a substance use disorder or dependency and are at substantial risk for reoffending according to risk and needs tools and tobacco, alcohol, prescription medication and other substance use assessment tools. Defendants must also meet statutory charge eligibility to participate. All types of medication-assisted treatment are available and permitted if determined to be clinically beneficial. No participant is denied access to the program due to use of U.S. Food and Drug Administration approved, medically prescribed medications for treatment of substance use disorder or medical or mental illnesses. Marion County Diversion Drug Court goals include reducing recidivism and overdose and improving public safety and quality of life. The purpose of the application is to enhance evidence-based treatment provided by the court in the following areas: payment assistance for treatment (including individual, group, intensive outpatient, residential treatment, and medication-assisted treatments and recovery support and prevention services; assisting participants in obtaining safe housing quickly (payment assistance for recovery housing, and sober living facilities); and providing the drug court team with additional training through Bureau of Justice Assistance approved conferences. Misdemeanor participants serve a minimum of 6 months but no more than 12 months, while felony participants serve a minimum of 1 year and no more than 18 months based on statute. Expected outcomes include increased participation in substance use treatment and recovery support services for participants; education for the court team; and evaluation products including presentations at steering committee meetings, academic conferences, and peer-reviewed articles.	

Award Letter

September 27, 2024

Dear Michelle Stone,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by MARION COUNTY BOARD OF COUNTY COMMISSIONERS for an award under the funding opportunity entitled 2024 BJA FY24 Adult Treatment Court Program. The approved award amount is \$1,000,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

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 (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients 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 bases 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 recipients 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. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

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

- (1) New construction
- (2) 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)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

MARION COUNTY BOARD OF COUNTY
COMMISSIONERS

UEI

KHD3TN15Y333

Street 1

110 NW 1ST AVE

Street 2

City

OCALA

State/U.S. Territory

Florida

Zip/Postal Code

34475

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

9/27/24

Award Type

Initial

Award Number

15PBJA-24-GG-03923-DGCT

Supplement Number

00

Federal Award Amount

\$1,000,000.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.585

Treatment Court Discretionary Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part EE (codified at 34 U.S.C. 10611 - 10619); Department of Justice Consolidated Appropriations Act, 2024

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Adult Treatment Court Program

Awarding Agency

OJP

Application Number

GRANT14135226

Program Office

BJA

Grant Manager
Nicholas Leftwich

Phone Number
202-880-7464

E-mail Address
Nicholas.Leftwich@usdoj.gov

Project Title

Marion County Adult Pre-Plea Diversion Drug Court

Performance Period Start

Date

10/01/2024

Performance Period End Date

09/30/2028

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2028

Project Description

The Marion County (Florida) Diversion Drug Court is a pre-plea felony and misdemeanor adult drug court which will serve about 60 new participants per year (240 total over 4 years). The target population is adults who have a substance use disorder or dependency and are at substantial risk for reoffending according to risk and needs tools and tobacco, alcohol, prescription medication and other substance use assessment tools. Defendants must also meet statutory charge eligibility to participate. All types of medication-assisted treatment are available and permitted if determined to be clinically beneficial. No participant is denied access to the program due to use of U.S. Food and Drug Administration approved, medically prescribed medications for treatment of substance use disorder or medical or mental illnesses. Marion County Diversion Drug Court goals include reducing recidivism and overdose and improving public safety and quality of life. The purpose of the application is to enhance evidence-based treatment provided by the court in the following areas: payment assistance for treatment (including individual, group, intensive outpatient, residential treatment, and medication-assisted treatments and recovery support and prevention services; assisting participants in obtaining safe housing quickly (payment assistance for recovery housing, and sober living facilities); and providing the drug court team with additional training through Bureau of Justice Assistance approved conferences. Misdemeanor participants serve a minimum of 6 months but no more than 12 months, while felony participants serve a minimum of 1 year and no more than 18 months based on statute. Expected outcomes include increased participation in substance use treatment and recovery support services for participants; education for the court team; and evaluation products including presentations at steering committee meetings, academic conferences, and peer-reviewed articles.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

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.

Condition 2

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

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 that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

Condition 3

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

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

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), and incorporated by reference into the award.

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 one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

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

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

Condition 4

Effect of failure to address audit issues

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

Condition 5

Applicability of Part 200 Uniform Requirements

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

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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

Condition 6

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

The recipient, and any subrecipients ("subgrantees") at any tier, 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 <https://oig.justice.gov/hotline>.

Condition 7

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

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

Recipients 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>.

Condition 8

Requirements related to "de minimis" indirect cost rate

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

Condition 9

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

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

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

Condition 10

Requirement for data on performance and effectiveness under the award

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

Condition 11

Compliance with DOJ Grants Financial Guide

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

Condition 12

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

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

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 recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13**Determination of suitability to interact with participating minors**

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (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> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14**Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ**

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. 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.

Condition 15**Employment eligibility verification for hiring under the award****1. The recipient (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 recipient'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

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) 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.

B. Employment eligibility confirmation with E-Verify

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), 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.

C. "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.

D. 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.

E. 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. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

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

Condition 16

Encouragement of policies to ban text messaging while driving

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

Condition 17

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

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

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

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

Condition 19

OJP Training Guiding Principles

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

Condition 20

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of

federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

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

Condition 21

Requirement to report potentially duplicative funding

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

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

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

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

Condition 23

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

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

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

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

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and

OJP authority to terminate award)

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

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

Condition 25

Potential imposition of additional requirements

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

Condition 26

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

Condition 28

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 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.

Condition 29

Restrictions on "lobbying"

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

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

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

Condition 30

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

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

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

Condition 31

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

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

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient 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.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has

changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 36

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

Condition 37

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 38

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language

assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Condition 39

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

Condition 40

Justification of consultant rate

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

Condition 41

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 42

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

Condition 43

All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals (NADCP) publication: Defining Drug Courts: The Key

Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

Condition 44

Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Condition 45

The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a violent offender means a person who (1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or

serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

Condition 46

Limit on use of grant funds for grantees' employees' salaries

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

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

Condition 47

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

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

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

Condition 48

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) 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 subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Acting Assistant Attorney General

Name of Approving Official
Brent J. Cohen

Signed Date And Time
9/26/24 4:21 PM

Authorized Representative

[X]

Entity Acceptance

Title of Authorized Entity Official
Chair

Name of Authorized Entity Official
Kathy Bryant

Signed Date And Time
12/10/2024 3:33 PM

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