

# PROJECT SAFE NEIGHBORHOODS (PSN), SOUTHERN DISTRICT OF FLORIDA

## SUBAWARD STANDARD CONDITIONS

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The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG), is seeking applications under the Violent Gang and Gun Crime Reduction Program, also known as Project Safe Neighborhoods (PSN). The program furthers the United States Department of Justice (DOJ) mission and violent crime reduction strategy by providing support to state, local, and tribal efforts to reduce violent crime, including but not limited to, felonious firearm crimes and criminal gang violence.

FDLE serves as the State Administering Agency (SAA) for multiple U.S. Department of Justice (DOJ) grant programs, including the Edward Byrne Memorial Justice Assistance Grant and the Residential Substance Abuse Treatment program grant and has extensive experience with subaward management. FDLE has been assigned as the certified Fiscal Agent for the 2018 PSN grants by the U.S. Attorney.

Subrecipients are required to comply with all terms and conditions of the agreement, including state and federal rules, laws, and regulations incorporated by reference. All subawards made by FDLE under this program require compliance with the agreement and the Standard Conditions. The following terms and conditions will become binding upon approval of the subaward.

The subrecipient must submit required programmatic and financial reports and any requested supporting documentation to substantiate eligible activities completed in accordance with the subgrant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with the provisions of this agreement, or failure to perform activities as specified in the agreement will result in corrective action in accordance with 2 C.F.R. § 200 and these conditions, including but not limited to disallowance of project costs, withholding of funds, risk evaluation, and/or project termination.

### GENERAL REQUIREMENTS

Any subrecipient, at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to any agreement the DOJ Office of Justice Programs (OJP) considers a “subaward” for purposes of federal grant administrative requirements and therefore does not consider a procurement “contract.” [See the OJP website](#) for details of the requirements for authorization of any subaward.

All subrecipients must comply with the financial and administrative requirements set forth in the following documents available on the OJP website:

- The current edition of the [U.S. Department of Justice \(DOJ\) Grants Financial Guide](#)
- The [Consolidated Appropriations Act of 2018](#), which includes information regarding restrictions on use of federal funding
- Federal subaward authorization: <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>
- [Fiscal Year 2018 Project Safe Neighborhoods \(PSN\) Program Guidance](#)

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR § 200):

- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)

- 2 C.F.R. § 175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

United States Code: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)

- 34 U.S.C. § 3711 et seq., Omnibus Crime Control and Safe Streets Act of 1968
- 41 U.S.C. § 4712, Pilot program for enhancement of contractor protection from reprisal for disclosure of certain

information

- 8 U.S.C. § 1373 Communication between government agencies and the Immigration and Naturalization Service

[State of Florida General Records Schedule](#) GS1-SL for State and Local Government Agencies

State of Florida Statutes:

- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

## DEFINITIONS

**Disallowed costs** means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the subrecipient's capitalization threshold or \$5,000.

**Fiscal Agent** refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

**Grant agreement** means a legal instrument of financial assistance as defined by the Code of Federal Regulations, Title 2, Part 200, Subpart A, §200.51.

**Improper payment** means any payment that should not have been made or was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**Micro-purchase** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions).

**Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Non-Federal entity** is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Non-federal pass-through entity** is a non-Federal entity that provides a subaward to a subrecipient to carry out part

of a Federal program; FDLE is the authorized non-federal pass-through entity for Florida's PSN grant programs.

**Performance goal** means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

**Period of performance** means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award and subaward (see §§ 200.210(a)(5), "Information contained in a Federal award" and 200.331(a)(1)(iv), "Requirements for pass-through entities").

**Protected Personally Identifiable Information (PII)** means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also 2 C.F.R. § 200.79 Personally Identifiable Information (PII)).

**Questioned cost** means a cost that is questioned by FDLE or an auditor because of an audit finding that 1) resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. § 2, Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (See also: definition of Micro-purchase, 2 C.F.R. § 200.67).

**Subaward** is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal

agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-federal entity that receives a subaward from a pass-through entity or fiscal agent to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Supplies** means all tangible personal property other than those described in 2 C.F.R. § 200.33, "Equipment". A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20, "Computing devices", and 200.33, "Equipment".

**Task Forces** are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

## SECTION I: TERMS AND CONDITIONS

**1.0 Payment Contingent on Appropriation and Available Funds:** The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

**2.0 Commencement of Project:** If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to FDLE Office of Criminal Justice Grants (OCJG) the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**3.0 Supplanting:** The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase or supplement the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

**4.0 Personnel Changes:** The subrecipient agrees to promptly notify the FDLE through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

**5.0 Non-Procurement, Debarment and Suspension:** The subrecipient must comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government Wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by FDLE's OCJG. The subrecipient and implementing agency certify that they and their principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above; and
- d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**6.0 Federal Restrictions on Lobbying:** In general, as a matter of federal law, federal funds may not be used by any subrecipient 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.

Another federal law generally prohibits federal funds from being used by 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.

**7.0 State Restrictions on Lobbying:** In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

**8.0 Additional Restrictions on Lobbying:** The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

**9.0 Enhancement of Security:** If funds are used for enhancing security, the subrecipient must:

- a) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

**10.0 Background Check:** Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Florida Statutes, shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through FDLE, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

**11.0 Immigration and Nationality Act:** No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act (“INA”). FDLE shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e)

of the INA shall be grounds for unilateral cancellation of this contract by the Department.

**12.0 Confidentiality of data:** The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.F. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**13.0 Personally Identifiable Information Breaches:** The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it:

- a) Creates, collects, uses, processes, stores, maintains, disseminates, discloses, or
- b) Disposes of “personally identifiable information (PII)” within the scope of an OJP grant-funded program or activity, or;
- c) Uses or operates a “federal information system” (OMB Circular A-130).

The subrecipient’s breach procedures must include a requirement to report actual or imminent breach of PII to OCJG for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**14.0 Insurance for Real Property and Equipment:** The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

**15.0 Arrest and Conviction Records:** Recipients and subrecipients should familiarize themselves with the following [document, available on OJP’s website](#): “Advisory for Recipients of Financial Assistance from the U.S. DOJ on the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1965,” available on OJP’s website. Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs).

- 16.0 Complying with the Safe Streets Act** – Recipients are subject to the nondiscrimination provisions of the Safe Streets Act and must meet two obligations:
- Complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E), and;
  - Submitting to the OCR findings of discrimination (28 C.F.R. §§ 42.204(c), .205(c)(5)).

## SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination:** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

- 2.0 Title VI of the Civil Rights Act of 1964:** The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

**Equal Employment Opportunity Certification (EEOC):** A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

**Equal Employment Opportunity Program (EEO):** A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 Title IX of the Education Amendments of 1972:** If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

- 4.0 Equal Treatment for Faith Based Organizations:** The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

- 5.0 Americans with Disabilities Act:** Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G):** Subrecipients must comply with all provisions prohibiting discrimination on the

basis of disability in both employment and the delivery of services.

- 7.0 Age Discrimination Act of 1975:** Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

- 8.0 Limited English Proficiency (LEP):** In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 34 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit [www.lep.gov](http://www.lep.gov).

- 9.0 Finding of Discrimination** – If, in the three years prior to the date of the federal award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

- 10.0 Filing a Complaint:** If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

- 11.0 Retaliation:** In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

- 12.0 Non-discrimination Contract Requirements** - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

**13.0 Pass-through Requirements:** Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds, including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

**14.0 Meeting the EEOP Requirement –** An EEOP is a comprehensive document that analyzes a recipient's relevance labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification report or an EEOP Utilization Report to the OCR. Please visit the [OCR website](#) for information about the EEOP requirements which apply to your organization. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by email at [EEOPforms@usdoj.gov](mailto:EEOPforms@usdoj.gov).

### **SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY**

**1.0 Fiscal Control and Fund Accounting Procedures:** All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

**2.0 Match:** The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200, Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

**3.0 Compensation:** With respect to this award, federal and subgrant 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.

### **SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS**

**1.0 Obligation of Subrecipient Funds:** Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period.

**2.0 Use of Funds:** Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

**3.0 Advance Funding:** Advance funding may be provided to a subrecipient upon a written request to FDLE. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

#### **4.0 Performance and Reporting**

**Performance Reporting Time Frames:** The project director, application manager, or performance contacts shall submit monthly or quarterly project performance reports to the Department, within fifteen (15) days after the end of the reporting period. Performance reports shall be submitted for the entire subgrant period (including extensions).

**Failure to Submit Performance Reports:** Performance reports that are not complete, accurate, and timely may result in sanctions as set forth in § IV (4) herein.

**Performance Report Contents:** Performance reports must include a detailed, accurate and clearly articulated response to all questions. The narrative must also reflect accomplishments for the

performance period and should identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

**Requirement for Data on Performance and Effectiveness Under the Subaward:** The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this subaward. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

**Financial Consequences for Failure to Perform:** In accordance with 215.971 F.S., payments for state and federal financial assistance must be directly related to the Scope of Work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then FDLE will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments and/or reimbursement until the deficiency is resolved, tendering only partial payment and/or reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to FDLE as an overpayment.

**5.0 Grant Adjustments:** Subrecipients must submit a grant adjustment through SIMON for major substantive changes, including modification to project activities or scope, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved subaward; and for any budget changes that affect a cost category not included in the approved budget. Grant adjustments are also required for transfer of 10% or more of the total amount of the award between budget categories, or changes to the indirect costs.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed in SIMON by the

subrecipient or implementing agency chief official or the chief official designee.

All grant adjustments must be submitted no later than thirty (30) days prior to grant expiration date.

## 6.0 Financial Expenditures and Reporting

**Reporting Requirements:** The subrecipient shall have a choice of submitting either a monthly or a quarterly project expenditure report to FDLE in SIMON. Expenditure reports are due thirty (30) days after the end of each reporting period even if the amount is zero. If the subgrant period is extended, additional project expenditure reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by OCJG through SIMON.

All reports shall be submitted in sufficient detail for proper pre-audit and post-audit. All financial data must directly correlate to performance accomplishments as set forth in the corresponding performance report.

Before the "final" project expenditure report is processed, the subrecipient must submit to the Department all outstanding project reports and documentation, and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

**Submission:** The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or designee.

## 7.0 Subrecipient Integrity and Performance Matters:

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (SAM), to the Federal Awardee Performance and Integrity Information System (FAPIIS).

## SECTION V: MONITORING AND AUDITS

### 1.0 Access to Records and Inspection of Work:

FDLE, the Auditor General of the State of Florida, DOJ, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according

to the DOJ Financial Guide and 28 C.F.R. § 66. At any time, a representative of FDLE, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of 119, F.S., unless specifically exempted and/or made confidential by operation of 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

**2.0 Monitoring:** The subrecipient must comply with FDLE's grant monitoring guidelines, protocols, and procedures, and cooperate with FDLE and DOJ (the federal awarding agency) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The subrecipient must provide FDLE and/or the federal awarding agency all documentation necessary to complete monitoring of the subgrant. Further, the subrecipient must abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the subrecipient's award, including, but not limited to: withholding and/or other restrictions on the subrecipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the subrecipient as an FDLE high risk subrecipient or termination of an award(s).

**3.0 Property Management:** The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

**Property Use:** Subrecipients must use equipment acquired under a federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired with under a federal award in accordance with 274, F.S. Tangible Property and 200.313, F.S., Equipment.

**4.0 Subaward Closeout:** A financial closeout audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an administrative closeout by the Department.

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

**6.0 Imposition of Additional Requirements:** The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

**7.0 Retention of Records:** The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with [State of Florida General Records Schedule](#) GS1-SL for State and Local Government Agencies..

**8.0 Disputes and Appeals:** The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to

appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

**9.0 Failure to Address Audit Issues:** The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

**10.0 Single Annual Audit:** Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no

later than March 1 following the end of the fiscal year.

## SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

**1.0 Procurement Procedures:** Subrecipients must have written procedures for procurement transactions. *Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.*

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

Additional information regarding Federal purchasing guidelines is available online in the OJP publication "[Guide to Procurements Under DOJ Grants and Cooperative Agreements.](#)"

**2.0 Cost Analysis:** A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity.

**3.0 Allowable Costs:** Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".

**4.0 Unallowable Costs:** Payments made for costs determined to be unallowable by either the Federal awarding agency or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

**5.0 Indirect Cost Rate:** A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

**6.0 Sole Source:** If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost

meets or exceeds \$150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

Advance approval is required for non-competitive (sole source) procurements. The details of the advance approval required to use a noncompetitive approach in a procurement contract are available on the OJP website.

- 7.0 Personal Services:** Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the *DOJ Grants Financial Guide Section 3.9: Compensation for Personal Services*, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

**Documentation:** Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Salaries and Benefits Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services:** The subrecipient at any tier must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts as described in 2 C.F.R. § 200.318 General Procurement.

**Requirements for Contractors of Subrecipients:** The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 3711 et seq.; the provisions of the current edition of the [DOJ Grants Financial Guide](#) and all other applicable federal and

state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

**Approval of Consultant Contracts:** Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, which will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

**FFATA Reporting Requirements:** Subrecipients entering into subawards of \$25,000 or more should review the [Federal Funding Accountability and Transparency Act of 2006 \(FFATA\), on the OJP website](#) for additional reporting requirements.

- 9.0 Travel and Training:** The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to the State of Florida Travel Guidelines 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events:** Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and *DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting*. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

**11.0 Training and Training Materials:** Any training or training materials developed or delivered with grant funding under this subaward must adhere to the [OJP Training Guiding Principles for Grantees and Subgrantees](#), available on the OJP website.

**12.0 Publications, Media and Patents**

**Ownership of Data and Creative Material:** Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the *DOJ Grants Financial Guide*, 28 C.F.R. §§ 66, and 200.315.

**Publication or Printing of Materials:** Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and *DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication*.

Subrecipients must submit for review and approval one copy of any curricula, training materials, or any other written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

*“This project was supported by Award No. 2018-GP-BX-0014 awarded by the Bureau of Justice Assistance. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant making component.”*

Any website that funded in whole or in part under this award must include the same 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.

**Patents:** Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the

Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

**13.0 Purchase of Automated Fingerprint Identification System (AFIS):** AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

**14.0 Information Technology Projects**

**Criminal Intelligence Systems:** The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 34 U.S.C. § 3789g(c-d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**State IT Point of Contact:** The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. See [here for a list of State IT Points of Contact](#).

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal

justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

**Interstate Connectivity:** To avoid duplication of existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**ADP Justification:** The subrecipient must complete an Automated Data Processing (ADP) Equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application, if applicable. ADP justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**15.0 Interoperable Communications Guidance:** Subrecipients using funds to support emergency communications activities must comply with the current [SAFECOM Guidance for Emergency Communication Grants](#), including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased

with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**16.0 Global Standards Package:** In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the subrecipient to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations. [The OJP website provides more information regarding OJP's Global Standards Package \(GSP\) Grant Condition.](#) Subrecipients shall document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**17.0 Protective Order Systems:** Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

## SECTION VII: ADDITIONAL REQUIREMENTS

**1.0 Coordination with U.S. Attorney and PSN Task Forces:** The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

**2.0 Media-related Outreach:** The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

**3.0 Compliance with 8 U.S.C. 1373:** In regards to the program or activity funded in whole or in part under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b). For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of

compliance with 8 U.S.C. 1373, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 signed by the chief legal officer of the third tier subrecipient.

Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

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

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

**4.0 Environmental Protection Agency's (EPA) list of Violating Facilities:** The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**5.0 National Environmental Policy Act (NEPA):** The subrecipient must assist FDLE in complying with NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient must first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the grantee must contact FDLE OCJG to obtain written pre-approval from the

Federal awarding agency and pass-through entity.

- a) New construction
- b) Any Renovation or remodeling of a property either (1) listed on or eligible for listing on the National Register of Historic Places or (2) located within a 100-year flood plain; a wetland, or habitat for endangered species.
- c) A renovation, lease, or any other proposed use of a building or facility that will either (1) result in a change in its basic prior use or (2) significantly change its size.
- d) Implementation of a new program involving the use of chemicals other than chemicals that are (1) purchased as an incidental component of a funded activity and (2) traditionally used, for example, in office, household, recreational, or educational environments.
- e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for [implementation of a Mitigation Plan, as detailed by the Department of Justice website](#) for programs relating to methamphetamine laboratory operations.

**6.0 Human Research Subjects:** The subrecipient must comply with the requirements of 28 C.F.R. § 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**7.0 Disclosures Violations of Criminal Law:** The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

**8.0 Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct:** The subrecipient, at any tier, must promptly refer to the FDLE, 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 FDLE OIG by: (1) mail directed to: Florida Department of Law Enforcement, Office of the Inspector General, at Post Office Box 1489, Tallahassee, Florida 32302-1489, (2) e-mail to: [oigreportfraud@fdle.state.fl.us](mailto:oigreportfraud@fdle.state.fl.us); and/or (3) call the FDLE OIG hotline: at (800) 543-5353.

**9.0 Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters:** No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

- a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7324-28, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**10.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable:** Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

**11.0 Text Messaging While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and s. 316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct

education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**12.0 Report Duplicative Funding:** Subrecipients must disclose or promptly notify the Federal awarding agency or pass-through entity of other active federal awards that have been, are being, or are to be used (in whole or in part) for one or more identical cost items provided under this award.

**13.0 Trafficking in Persons:** The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of subrecipient or individuals defined as "employees" of the subrecipient. The details of the subrecipient's obligations related to prohibited [conduct related to trafficking in persons are posted on the OJP web site](#) and are incorporated by reference here.

**14.0 SAM Registration:** The subrecipient 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 current information in SAM.

Subrecipients must also comply with applicable restrictions on subawards to second-tier subrecipients, including restrictions on subawards to entities that do not acquire and provide the unique entity identifier required for SAM registration. The [details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP website](#).

**15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department 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, 1621, and/or 34 U.S.C. § 3795a), 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.

**16.0 Coordination and Compatibility with Systems:** In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

- a) Be coordinated with federal, state, and local activities relating to homeland security and presale firearm checks
- b) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center System (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- c) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (1) Protection orders for the protection of persons from stalking or domestic violence; (2) Warrants for the arrest of persons violating protection orders intended to

protect victims from stalking or domestic violence; and, (3) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

**17.0 Assessments and Evaluation:** The subrecipient 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.

**18.0 Required attendance at BJA-sponsored events:** The subrecipient (at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.