

CONTRACT NUMBER:	MHD-DOJ-003
CITY OF MILWAUKEE DEPARTMENT:	HEALTH (3810)
DATE OF SUBAWARD:	10/01/2022
FINAL COST AND PROGRAM ACTIVITY REPORT DUE:	09/30/2025
FINAL PAYMENT REQUEST DUE:	10/31/2025
SUB-GRANTEE:	Milw Co. Medical Examiner's Office
FUND NUMBER:	0150
COMMON COUNCIL RESOLUTION:	221134
MATCH REQUIRED:	NONE

Distribution

Original Health Department
Copy 1 Sub-grantee
Copy 2 Comptroller

**SUBAWARD AGREEMENT BETWEEN City
of Milwaukee AND Milwaukee County Medical
Examiner's Office**

This is a Subaward Agreement under a Federal assistance grant between the City of Milwaukee, whose principal address is 200 E. Wells Street, Milwaukee, Wisconsin 53202, through its Health Department ("City"), and Milwaukee County Medical Examiner's Office, with its principal address at 901 N 9th Street Milwaukee, WI 53206 (hereinafter referred to as "Sub-grantee" or "Subgrantee").

The total project cost of this Subaward will not exceed **\$726,200** without prior written authorization from City.

THIS SUBGRANT INCLUDES FEDERAL TERMS INCORPORATED BY REFERENCE [Y/N]? **Y**

THIS SUBGRANT IS WITH A FEDERALLY IDENTIFIED HIGH RISK SUBGRANTEE [Y/N]? **N**

THIS AWARD REQUIRES A PRIVACY CERTIFICATE [Y/N]? **Y**

WHEREAS, the United States Department of the Justice ("Justice Department") through the Office of Justice Programs (OJP) has distributed grant funds ("Funds"), to the City; and

WHEREAS, the City is administering such Funds through a variety of programs and initiatives; and

WHEREAS, the Justice Department, OJP, and the Bureau of Justice Assistance (BJA), outline the eligible uses of Funds to include uses that align with Sub-grantee's expertise and experience; and

WHEREAS, Sub-grantee has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of any programs outlined by this Agreement;

WHEREAS, the City has received specific federal authorization to enter into a subaward prior to this Agreement expressly identified in attached documentation;

NOW, THEREFORE, City and Sub-grantee agree to the following:

A. PURPOSE OF THE SUB-GRANT

- A.1 The purpose, goals and objectives of this award (“Sub-grant”) to the Sub-grantee is to fund the Toxicology Laboratory of the Milwaukee County Medical Examiner’s Office to provide testing for trace level drug analysis under the **BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program** project.
- A.2 This Sub-grant is issued to the Sub-grantee on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this Agreement and all its attachments, which includes the Mandatory Standard Provisions (**APPENDIX I**); the approved Project Work Plan (**ATTACHMENT I**); and the Approved Project Budget (**ATTACHMENT II**). All **ATTACHMENTS** and **APPENDICES** are incorporated herein and made a part of this Agreement.

B. PERIOD OF SUB-GRANT AGREEMENT

- B.1 This sub grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on **10/1/2022** and terminating no later than the completion date of **09/30/2025**.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

C. ORIGINATING SOURCE OF FUNDING

- C.1 The originating source of these Federal assistance grant funds to the Milwaukee County Medical Examiner’s Office is the **U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, Grant No. 15PBJA-22-GG-04454-COAP**.
- C.2 The originating grant period is from **10/1/2022** to **09/30/2025**.
- C.3 The **Catalogue of Federal Domestic Assistance (CFDA)** number is: **16.838, Comprehensive Opioid, Stimulant, and Substance Abuse Program**.
- C.4 **AGREEMENT DOCUMENTS**. The following constitute the Agreement Documents, which are all incorporated into the Agreement and together form a single Agreement.
- i. This Subaward Agreement (this document including Attachments I-IV and Appendices I-II)

ATTACHMENTS

- I. Sub-grantee Scope of Work
- II. Sub-grantee Budget
- III. Sub-grantee Monitoring Plan
- IV. Anti-Prostitution Certification

APPENDICES

- I. Mandatory Standard Provisions
- II. Federal Award Special Conditions

- i. Award to City, Federal Grant Requirements and Certifications, Program Description (Attachment A)
- ii. Insurance Requirements (Attachment B)
- iii. Privacy Certifications (Attachment C)
- iv. Additional Reporting Requirements (Attachment D)

C.5 The additional federal subaward information required by 2 CFR 200.332 is:

Sub-grantee Name: Milwaukee County

Sub-grantee Unique Entity Identifier (UEI) #: LMZHT3H9SXS5

Federal Award Identification Number (FAIN): 15PBJA-22-GG-04454-COAP

Date of Award to the City by the Federal Agency: 09/29/2022

Subaward Period of Performance Start & End Date: 10/01/2022-09/30/2025

Subaward Budget Start & End Date: 10/01/2022-09/30/2025

Amount of Federal Funds Obligated to Sub-grantee by this Award: \$726,200

Total Amount of Federal Funds Obligated to the Sub-grantee by City Including Current Subaward: \$726,200

Total Amount of the Federal Award Committed to the Sub-grantee by this Agreement: \$726,200

Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program

Name of Federal Awarding Agency: U.S. Department of Justice

Assistance Listings Number and Title/CFDA number: 16.838

Comprehensive Opioid, Stimulant, and Substance Abuse Program

Research & Development [Y/N]? N

Indirect Cost Rate: 10%

D. AMOUNT OF SUB-GRANT AND PAYMENT

- D.1 City, acting in the capacity of a pass through entity under this Subaward Agreement, will pay Sub-grantee a total of **\$726,200** for the successful completion of services provided under this Federal assistance Sub-grant.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the

completion date. City shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Agreement.

- D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt of quarterly financial and programmatic reports (see **“Reporting”, Section H**) in a format established by or pre-approved by the City. Funds will be made available within 45 working days of receipt of the approved financial reports in accordance with the reporting provisions in **Section H**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 City reserves the right to withhold cash payment for any of the following:
 - A. Sub-grantee failure to make satisfactory progress towards the goals and objectives set forth in Attachment
 - B. Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this Agreement.
 - C. Sub-grantee inability to submit reliable and/or timely reports or other deliverables as described in this Agreement. [Reserved]
- D.5 Additional funds up to the total amount of the grant, shown in **Section D.1** above, may be obligated by City upon the request of the Sub-grantee, subject to the availability of funds, satisfactory progress of the project and continued relevance to the BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program. City will provide written notice to the Sub-grantee if additional funds have been obligated.
- D.6 City reserves the right to withhold 10% of the Sub-grant amount from final payment until after all required final project reports are received by City.
- D.7 All payments to Sub-grantee will be made by check payable to “Milwaukee County Medical Examiner’s Office” and sent by First Class mail, postage paid, to the address listed in **Section L**.
- D. 8 PAYMENT. City will reimburse Sub-grantee in response to receiving timely payment requests in accordance with the following:
 - D. 8.1 Contents of Payment Requests: Payment requests must be accompanied by appropriate supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Supporting documentation must include cost reports, general ledgers, invoices, cancelled checks or other proof of payment, a list of payees, personnel activity reports to substantiate personnel costs, documentation required herein and in the **“Reporting”, Section H**, any other additional information that City may reasonably request. Payment requests must also include the following certification signed by an officer or designated official of the Sub-grantee:

*“I certify that this request represents actual costs incurred during the invoice period and that these costs are appropriate and in accordance with this Agreement. The Sub-grantee further certifies that payment made by City under this Agreement shall not duplicate reimbursement of costs and services which are received from other sources. The Sub-grantee further certifies that it maintains documentation sufficient to demonstrate that all procurements and subawards and any other relevant activities of the Sub-grantee were conducted in fully compliance with all aspects of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (“the Uniform Guidance”), including the cost principles and restrictions on general provisions for selected items of cost. **This includes, but is not limited to, the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327.**”*

- Payment and Return of Misused Funds.

- Payment by City to Sub-grantee under this Agreement shall be contingent upon each payment request being reviewed and approved by the City. The City shall not reimburse Sub-grantee for any costs incurred: (a) in excess of the amount of the Subaward, (b) in violation of any federal, state, or local law, regulation, ordinance or rule, (c) in violation of the terms of the Agreement granting the Funds to the City; (d) in violation of this Agreement; and/or (e) which were not procured in accordance with and directly related to the Program Description. The determinations of the City as to whether costs are reimbursable shall prevail.
- City shall require at least fifteen (15) business days to review and approve/disapprove payment requests. The City shall make payment to Sub-grantee within forty-five (45) days of receipt of completed and validated payment requests.
- Final payment under this Agreement shall be predicated upon receipt by the City of all documentation required herein.
- Final cost and program activity reports, and final payment requests are due at the date and time listed on the first page of this Agreement.
- Sub-grantee shall be responsible for reimbursement to City for any disbursed funds City determines have been misused or misappropriated. Any reimbursement of funds required by City shall be due upon City's written demand to Sub-grantee. If City has any issues with payment requests, the City shall notify Sub-grantee in writing of the City's reason for objecting to any portion of request within thirty (30) days of receipt. This term shall survive termination of the Agreement and shall continue indefinitely.

E. VENUE AND COMPLIANCE

- E.1 Programmatic activities under this Agreement will be conducted in Milwaukee County areas and facilities.
- E.2 The Milwaukee County Medical Examiner's Office located at 901 N 9th Street Milwaukee, WI 53206, will have administrative and programmatic oversight over the implementation of and compliance with the terms of this Agreement.
- E.2.1 Compliance with Law and Safety Standards.** Sub-grantee agrees to comply with all federal, state and local laws, regulations, rules, or court orders. Additionally, all material, equipment and supplies utilized must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards.
- E.3 **Choice of Law and Venue.** This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law. This term shall survive for a period of seven years after termination or

expiration of this Agreement.

- E.4 COMPLIANCE WITH TERMS OF PROGRAM DESCRIPTION, ASSURANCES AND CERTIFICATIONS. Sub-grantee certifies, by signing this document that Sub-grantee will comply with the applicable terms and conditions of the Program Description which is incorporated herein by reference. Sub-grantee specifically certifies that the following assurances and certifications that apply to the program are met. Such assurances and certifications required by the Sub-grantee shall include but are not necessarily limited to:
- a. The Sub-grantee is licensed or authorized to do business in Wisconsin.
 - b. The Sub-grantee will maintain in good standing all licenses and registrations necessary to operate as a licensed or authorized organization in the State of Wisconsin.
 - c. The Sub-grantee has the financial ability to meet payroll for project staff for at least thirty (30) days in the event that payment under the Agreement is delayed or a financial penalty for inadequate performance is applied.
 - d. Sex Discrimination. Sub-grantee will comply with Section 901 of Title IX of the Education Amendments of 1972 as amended.
 - e. Age Discrimination. Sub-grantee will comply with the Age Discrimination Act of 1975 as amended.
 - f. Drug-Free Workplace. Sub-grantee will comply with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F.
- E.5 In addition, it is City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances ("MCO") Section 109-9. Sub-grantees and their subcontractors/subawardees employing any resident of City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of City of Milwaukee.
- E.6 SAM.GOV PROFILE. Sub-grantee is required to maintain an active profile on SAM.GOV.
- E.7 The City and Sub-grantee(s) 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.
- E.8 Information sharing projects funded under this subaward must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any Sub-grantee at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any Sub-grantee at any tier) must 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.
- E.9 Any "Sub-grantee" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" of personally identifiable information (OMB M-17-12) if it (or a Sub-grantee) -- (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.

- E.10 As described in 2 CFR 200.216 Subgrantees (at any tier) acknowledge and will adhere to the prohibition on procuring, obtaining, contracting, or renewing existing contracts for equipment, services, or systems that use “covered telecommunications equipment” or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, “covered telecommunications equipment” is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

F. MATCHING OR COST SHARE REQUIREMENTS (Not applicable)

G. SUB-GRANT MODIFICATIONS

The following modifications require written approval from City:

- To change the scope of the project objectives and/or activities.
- To change the venue.
- To change the required funding amounts necessary to fulfill the stated project objectives.
- To change or temporarily replace key project staff.
- To reallocate between budget lines items an amount greater than five percent of the total Sub-grant award.
- To add a line item to the budget.
- To Sub-grant or contract any portion of this award to a third party.
- To change the effective period of the Agreement.
- To hire a consultant at a rate exceeding \$650 per 8-hour day.

H. REPORTING

Financial Reporting

- H.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by City, Sub-grantee may be required to send reasonable supporting documentation to support claims made on the Financial Report. City may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or reasonably request additional supporting documentation from the Sub-grantee as necessary.
- H.2 Sub-grantee shall prepare financial reports on a quarterly basis throughout the project period, according to the timetable below:

Financial Reporting Period	Due Date to 10/15/2025
October 1 – December 31	January 15
January 1 – March 30	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15

H.3 Financial reports shall include at a minimum the following information:

- a. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
- b. An accounting of year-to-date expenses, indicating cumulative *actuals versus budget*;
- c. Grant balance remaining as of reporting period;
- d. Cost Share or Matching progress report for period;
- e. Supporting documentation;
- f. Time and effort including payroll certification supporting time and effort

H.4 A final financial report under this Sub-grant must be provided to City no later than 30 days after end date.

Programmatic Reporting

H.5 Sub-grantee shall prepare written programmatic reports on a quarterly basis throughout the project period, according to the timetable below:

Narrative Reporting Period	Due Date to 10/15/2025
October 1 – December 31	January 15
January 1 – March 30	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15

H.6 Programmatic reports should include the following information:

- a. Major activities, program highlights, and accomplishments during this period;
- b. Challenges faced and issues encountered, including any deviations or departures from the original project plan;
- c. Corrective action planned to resolve implementation problems and the effect of these problems on the remaining schedule for achieving the project goals;
- d. Significant findings and events;
- e. Planned activities for the following quarter;
- f. Administrative and logistical changes or constraints.

H.7 A final programmatic report under this Sub-grant must be provided to City no later than **60 days after end date**.

H.8 All required reports should be submitted to the Marques Hogans, Director of Health Strategy, according to the timetables indicated in this Agreement.

H.9 The City may, at its discretion, require other programmatic reports from Sub-grantee.

H.10 City Records and Information Requirements

H.10.1 Requests by City. Sub-grantee shall furnish the City with such statements, records, reports, data, and information as City may reasonably request pertaining to matters covered by the Agreement.

H.10.2 Wisconsin Public Records Law. Sub-grantee understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. Seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third party, the records of Sub-grantee that are “produced or collected” by Sub-grantee under this Agreement (“Records”). Sub-grantee is further directed to Wis. Stat. §19.21, et. Seq, for the statutory definition of Records subject to disclosure under this paragraph, and Sub-grantee acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, Sub-grantee is (1) obligated to retain Records for seven years from the date of the Record’s creation, and (2) produce such Records to City if, in City’s determination, City is required to produce the Records to a third party in response to a public records request. Sub-grantee’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Sub-grantee must defend and hold City harmless from liability due such breach. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.

H.10.3 Audit.

H.10.3.1 City Audit Rights. Sub-grantee shall make documents related to the Subaward available to City to allow City to audit, examine, excerpt or transcribe the documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement any time during normal business hours and as often as City may, in its sole discretion, deem necessary. If federal or state grants or aids are involved in this Agreement, Sub-grantee shall make the documents available to the appropriate federal or state agency or the United States Comptroller General to allow the appropriate federal or state agency or Comptroller General to audit, examine, excerpt or transcribe the documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement during normal business hours and as often as the appropriate federal or state agency or Comptroller General may, in their sole discretion, deem necessary. Sub-grantee shall not charge any additional fees to City, appropriate federal or state agency, or Comptroller General by virtue of any additional work or costs associated with the performance of Sub-grantee’s duties under this section. These requirements are in addition to, not in place of, any other audit requirements set forth in this Agreement. This term shall survive for a period of seven years after termination or expiration of this Agreement.

H.10.3.2 Federal Audit Requirements. If Sub-grantee expends more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Sub-grantee is also required to comply with all relevant parts of 2 CFR 200.501. This term shall survive after termination of the Agreement until such Audit is complete.

H.10.4 Documentation of Costs and Procurement. Sub-grantee shall maintain records sufficient to support identifiable charges to the project and procurement documentation detailing the history

of all Subaward-funded procurements, including at least: (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 CFR 200.318(i)). The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph.

H.10.5 Client Beneficiary Records. RESERVED

Print, Publication, Copyright, and License

- H.11 The Sub-grantee agrees to submit to City and BJA, at City's determination, any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 15PBJA-22-GG-04454-COAP awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
- H.11.1 Any training or training materials that the recipient – or any Sub-grantee ("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>.
- H.12 Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded [insert "in part," if applicable] through a grant from the Department of Justice, 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 Website (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.
- H.13 Sub-grantee(s) acknowledge, OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or Sub-grantee (at any tier) purchases ownership with Federal support. City and all Sub-grantee(s) at any tier acknowledge OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General).

Pursuant to federal grant requirements it is the responsibility of the City and of each Sub- grantee (at any tier) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

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

I. SPECIAL AWARD CONDITIONS

The Federal award special conditions are attached in Appendix II.

J. MONITORING, EVALUATION AND SANCTIONS (See ATTACHMENT III: Sub-grantee Monitoring Plan)

- J.1 As a condition of the receipt of this award, the City may conduct monitoring to ensure Sub-grantee capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this Agreement and to verify that the Sub-grantee has in place effective internal controls to achieve these goals.
- J.2 Monitoring will include an assessment of the performance of the Sub-grantee against the goals and performance standards of the Federal Assistance Grant and as required herein. Performance that is not in conformance with the approved Project Work Plan will constitute non-compliance with this Agreement.
- J.3 As a part of its ongoing monitoring process, City will evaluate Sub-grantee progress and project goal attainment based on monthly reports prepared by Sub-grantee and submitted to City, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.
- J.4 In addition, City reserves the right to request and conduct an onsite visit limited to the physical space where research activities are conducted as part of its monitoring plan. In the event an onsite visit is requested, the City will inform the Sub-grantee in writing, at least two weeks prior to the visit and select a mutually agreeable date, the purpose of the visit, the program being monitored, the name of the City staff member conducting the visit, and the areas or files to be reviewed.
- J.5 Sub-grantee shall adhere to any monitoring and evaluation plans developed and specifically required by the City as a result of any and all monitoring activities.
- J.6 City reserves the right to require additional monitoring and evaluation measures to ensure that the Sub-grantee fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring.
- J.7 City reserves the right to terminate this Sub-grant Agreement with thirty (30) days notice if Sub-grantee fails to perform in conformance with the approved Project Work Plan, or if the Sub-grantee refuses to cooperate with City's reasonable monitoring requests.

- J.8 If action to correct performance revealed during monitoring is not taken by the Sub-grantee within a reasonable period of time after being notified by the City in writing, Sub-grant suspension or termination measures may be initiated.

J.9 City Remedies

J.9.1 REMEDIES FOR NONCOMPLIANCE. If Sub-grantee fails to comply with any term of this Agreement or in the underlying award documents (federal, state, or otherwise), the City may take one or more of the following actions:

- (a) Temporarily withhold reimbursement pending correction of the deficiency or breach by the Sub-grantee.
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the activity or action not in compliance;
- (c) Wholly or partially suspend the Subaward;
- (d) Withhold further reimbursement;
- (e) Terminate the Agreement
- (f) Take other remedies that may be legally available.

- J.10 **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. Sub-grantee will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred prior to the date of termination, provided, however, that such costs are properly documented as required elsewhere in this Agreement, and provided such costs shall not exceed the amount allowed under this Agreement and that a report of progress to date of termination has been submitted to the City. Upon notice of termination, Sub-grantee shall cease to incur or obligate new costs under this program.

K. SUB-AWARDS

- K.1 No funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant or contract without prior written approval from the City.
- K.2 Under the terms of this Agreement with City, the Sub-grantee has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or Agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant Agreement to the City at the address specified in **Section L.1**.

L. DOMICILE

- L.1 The **City** provides the following addresses as the *primary point of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Name and Title:	Marques Hogans, Director of Health Strategy
Organization:	City of Milwaukee Health Department
Street Name and Number:	841 N Broadway 3 rd Floor
City, State and Zip:	Milwaukee, WI 53202
Country:	USA
Telephone Number:	414-286-3448
Email Address:	MHOGANS@milwaukee.gov

- L.2 The **Sub-grantee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name and Title:	Wieslawa Tlomak, MD, Chief Medical Examiner
Organization:	Milwaukee County Medical Examiner's Office
Street Name and Number:	901 N 9 th St
City, State and Zip:	Milwaukee, WI 53206
Country:	USA
Email Address	Wieslawa.tlomak@milwaukeecountywi.gov

M. REPRESENTATIONS AND WARRANTIES

- M.1 The Grantee and the Sub-Grantee shall be independent contractors and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.
- M.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

Acknowledged and Accepted:

By: _____ Date:

Michael F. Totoraitis, Commissioner of Health,
City of Milwaukee

By: _____ Date:

Wieslawa Tlomak, MD, Chief Medical Officer,
Milwaukee County Medical Examiner's Office

Countersigned:

_____ Date:

City Comptroller

Examined and approved as to form and execution.

Assistant City Attorney

Attachment I

Scope of Work

Scope of Work: BJA COSSUP MDROP
Medical Examiner's Office

1. Summary of project, including size and scope of project
 - a. The Toxicology Laboratory of the Milwaukee County Medical Examiner's Office will provide testing for trace level drug analysis. The laboratory will analyze samples from law enforcement and report the results to the health department for dissemination within the community.
2. Narrative of general goals and objectives of the project
 - a. The goals of this project align with the MDROP goals of achieving and providing near-real-time drug data to the community. The community of Milwaukee County is seeking access to as near real-time data as possible to help inform the efforts of the variety of community partners so they can educate, track, and protect the citizens in the county. Identification of the analytes being used is vital to this work and the lab is excited to be a part of this mission.
3. Mandatory requirements (if any)
 - a. Per the grant, the laboratory is poised to hire a forensic chemist and purchase a liquid chromatograph tandem mass spectrometer for the project.
4. Definitions of any abbreviations used
5. **MOST IMPORTANT: Complete statement of work detailing the description of the physical or functional characteristics, or the nature of a supply or service that is being requested. Included in the statement of work should be the deliverables, preferred development methodology and approach (if any), performance expectations, training requirements, progress reporting requirements, and inspection, acceptance and quality assurance issues.**
 - a. The Toxicology Laboratory of the Milwaukee County Medical Examiner's Office will purchase with MDROP funding a liquid chromatograph tandem mass spectrometer and hire a forensic chemist to provide testing for trace level drug analysis. The samples can originate as no-case samples from a law enforcement partner, as trace material from a harm reduction partner, as trace drug residue from a site of a suspected drug-related death. This analysis will be performed in the toxicology laboratory and the results shared with the leadership team of MDROP.
 - b. This posting for the position is as follows:

Forensic Chemist

Medical Examiner's Office

Hourly Range: \$28.13 - \$36.69 (\$58,530.37 to \$76,331.42 annually)

Job Summary: The Milwaukee County Medical Examiner's Office is charged with investigating and determining the cause, circumstances and manner in each case of sudden, unexpected, or unusual death. The goal of the Toxicology Unit is to provide high quality timely analysis to assist the Medical Examiner's Office in determination of cause and manner of death. Forensic Chemists are a key part to this goal. Under the direction of the Forensic Technical Director, the Forensic Chemist must be competent, experienced, and unbiased in providing reliable, reproducible, and defensible results which aid in investigations, charging decisions, and court proceedings.

Job Responsibilities:

1. *Toxicology Analysis.* Responsible for the regular chemical analysis which involves liquid/liquid and solid phase extractions of blood, urine, and tissue homogenates for drugs. Maintain records as well as prepare reports of findings and interpretation when necessary.
2. *Analytical Instrumentation.* Operate, calibrate, and maintain complex laboratory equipment in the performance of qualitative and quantitative, inorganic and organic, chemical and physical analysis utilizing immunoassay, chromatography, and mass spectrometry for screening, confirmation, and quantification.
3. Provide expert witness testimony to courts of law when requested.
4. *Research Projects.* Participate in department research activities including preparation and publication of findings.
5. *Training/Education.* Assist in training and education of the process, procedures, and methods utilized in forensic toxicology testing to pathology residents, post-doctoral toxicology fellows, medical students, and student interns affiliated with the office.
6. *Perform all other duties as assigned.*

Minimum Qualifications:

- Resident of Wisconsin or able to relocate within six months of hire date
- Current Driver's License and access to a reliable insured vehicle; both maintained throughout employment
- Bachelor Degree or higher in Biology or Chemistry; may accept a degree in a closely related field such as forensic science or toxicology
- At least one year, three (3) or more years highly preferred, of experience working in a toxicology lab performing appropriate analytical tasks. (e.g. completing extractions, operating instrumentation, and data analysis)
- At least a minimum knowledge of Microsoft Office Software, specifically Word and Excel
- Hands-on experience with instruments used in *Forensics* such as Gas Chromatograph-Mass Spectrometers (GC-MS) and Liquid Chromatograph-Mass Spectrometers
- Note: Position requires a criminal background check; felony and some misdemeanor convictions would be a barrier to employment

THE ORIGINAL EXAMINATION is open to qualified candidates who are permanent residents of the United States. Must be able to relocate to Wisconsin within six months of hire date. The selection process will be job related and will consist of one or more of the following: education and experience evaluation; written, oral, or performance tests, or other assessment methods.

APPLICANTS MUST POSSESS MINIMUM QUALIFICATIONS AT TIME OF FILING APPLICATION.

An online application may be filed at www.jobs.milwaukeecounty.org. Candidates will be asked to submit a full account of their training and experience, and may be asked to take a written or performance test as part of the selection process.

Milwaukee County provides a competitive benefits package.

We are proud to be an EEO/AA employer M/F/D/V. We maintain a drug-free workplace and perform pre-employment substance abuse testing.

PR 18N (4900 OEM) – M. Otero

6. Statement listing any plans, reports, statistics, space, personnel, equipment, or other City provided items that will be made available to the contractor throughout the project.
7. Minimum proposer qualifications, if required
8. Use of subcontractors, if required

Attachment II

Sub-grantee Budget

LINE DESCRIPTION	FTE	PAY RANGE	GRANTOR SHARE
PERSONNEL COSTS (TOTAL 1.0 FTE)			
Forensic Chemist, TBD	1.00		210,000
TOTAL PERSONNEL COSTS			\$210,000
FRINGE BENEFITS @12%			25,200
TOTAL FRINGE BENEFITS			\$25,200
OPERATING EXPENDITURES			
Computer			1,000
DART-MS Instrument			380,000
Supplies-helium, probes, swipes, swabs, gloves, vials, solvents, standards, envelopes, postage			45,000
Bruker Instrument (2 Instruments: North and South Side) with hardcover case			65,000
TOTAL OPERATING EXPENDITURES			\$491,000
EQUIPMENT			
TOTAL EQUIPMENT			
INDIRECT COSTS			
TOTAL INDIRECT COSTS			
TOTAL POSITIONS / FTE / COSTS	1.00		\$726,200

ATTACHMENT III

SUB-GRANTEE MONITORING PLAN

Summary

As Grant Award Administrator for the Milwaukee Drug Rapid-Testing & Outreach Project (MDROP) the City of Milwaukee Health Department over the length of the project period will provide monitoring oversight with all identified grant partners. Monitoring will include, and not be limited to, virtual site visits and calls, in-person onsite visits, and inspection of tools, testing instruments, data, and any other pertinent items related to the efficient and ethical execution of the project. All partners are responsible to adhere to the prescribed monitoring process

Monitoring Process

Formal monitoring visits will consist of the following:

- Pre-monitoring visit “Monitoring Request Letter” submitted to each Sub-grantee
 - Monitoring Request Letter will include proposed date, expected outcomes and will include flexibility for Sub-grantee input
 - Provided to Sub-grantees at least two weeks before monitoring
- Monitoring Visit
 - Conducted by City of Milwaukee Health Department assigned representative which could include Director of Health Strategy, Budget and Administration Manager, or members of their respective teams.
 - Review of both programmatic and operational systems (including financial)
 - Review of program progress, challenges and upcoming activities
 - Review of Sub-grant financial burn rate
- Monitoring Report
 - Completed by Director of Health Strategy within 10 business days of visit
 - Submitted to Sub-grantee for review and comment
 - Submitted to MCMEQ within 30 days of visit
 - Summary of visit, program progress, challenges and upcoming activities
 - Summary of any financial issues
 - Corrective Action Plan (CAP) to address challenge and improve program efficacy

Monitoring Schedule

Milwaukee Drug Rapid-Testing & Outreach Program				
Monitoring Visit 1	Dates	Focus	Monitoring Report to Sub-grantee	Monitoring Report to Donor
	July 2024	Test sample retrieval, testing and data sharing	August 2024	October 2024
Monitoring Visit 2	Dates	Focus	Monitoring Report to Sub-grantee	Monitoring Report to Donor
	TBD			

Monitoring Visit 3	Dates	Focus	Monitoring Report to Sub- grantee	Monitoring Report to Donor
	July 2025	Test sample retrieval, testing and data sharing	August 2025	October 2025

ATTACHMENT IV

ANTI-PROSTITUTION CERTIFICATION

Information about the Certification Regarding Prostitution and Related Activities

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and which contribute to the phenomenon of trafficking in persons. Reducing the incidence of prostitution is therefore an inseparable part of the larger strategy of the U. S. to combat trafficking.

Section 7 of the Trafficking Victims Protection Reauthorization Act, 22 U.S.C. § 7110(g), provides that "No funds made available to carry out [the Act] may be used to promote, support, or advocate the legalization or practice of prostitution." It further provides that "No funds made available to carry out [the Act] may be used to implement any program . . . through any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution." Therefore, organizations receiving ORR-administered Federal anti-trafficking funds must certify that they will not use the funds to promote, support or advocate the legalization or practice of prostitution.

Certification Regarding Prostitution and Related Activities

As an officer or other person authorized to bind the recipient organization of U.S. Government funds in connection with this grant award, I hereby make the following certification that is a prerequisite to the receipt of funds under this grant:

(1) Use of Funds Certification:

"I hereby certify that the recipient of the funds made available through this grant will not use such funds to promote, support, or advocate the legalization or practice of prostitution."

(2) Eligibility Certification:

____(i) Primary Eligibility Certification: "I certify that the organization does not promote, support, or advocate the legalization or practice of prostitution and will not promote, support, or advocate the legalization or practice of prostitution during the term of this grant. I further certify that the organization does not operate through any other organization or individual that supports, promotes, or advocates the legalization or practice of prostitution."

Name of Recipient Organization: Milwaukee County

By: _____ **Date:** _____

**Wieslaw Tlomak, MD, Chief
Medical Examiner, Milwaukee
County Medical Examiner's
Office**

APPENDIX I

MANDATORY STANDARD PROVISIONS For Sub-Grants with U.S.-Based Non-Profits

1. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING

- 1.1 Sub-grantee shall maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Sub-grant, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the Sub-grant, all cost of the project supplied by other sources, and the overall progress of the project.
- 1.2 Sub-grantee shall provide City, or its duly authorized representative, access to any books, documents, papers and records of Sub-grantee which are directly pertinent to the specific project for the purpose of making audits, examinations, excerpts and transcripts. Records would include: books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, time and attendance or time and effort reports for personnel charged to the Sub-grant, cancelled checks, and related documents and records.
- 1.3 Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, City and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from City to dispose of the records.
- 1.4 If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
- 1.5 Sub-grantee agrees that it shall have annually either an organizational audit of Federal funds or a program specific audit of the funds provided under this Sub-grant as well as the financial statements of the organization as a whole, in accordance with OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.
- 1.6 The Sub-grantee's A-133 audit report shall be submitted to City upon request and include all management letter comments, findings or adjustments that are specific to the Sub-grant Agreement.
- 1.7 The City reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) every year of the project term. Refusal to participate in an audit will delay or cancel fund allocations.
- 1.8 The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

2. REFUND

- 2.1 Sub-grantee will be required to submit to City within ninety (90) days from the Sub-grant completion date all unused funds for forwarding to Federal donor agency.

3. TERMINATION AND SUSPENSION

- 3.1 City may suspend or terminate this award at any time, in whole or in part, if and when it is determined that the Sub-grantee has materially failed to comply with the terms and conditions of the grant.
- 3.2 City may terminate this award at any time if funding is no longer available for the grants program, or if the federal donor agency unilaterally terminates the program due to extraordinary circumstances, City will act in good faith and provide as much notice as reasonably possible.
- 3.3 In the event of termination and/or suspension of Sub-grant Agreement, Sub-grantee shall take immediate action to minimize all expenditures against the Sub-grant.
- 3.4 In the event of termination for non-compliance with the terms of this Agreement, the Sub-grantee may be subject to other legal or administrative remedies, as appropriate.
- 3.5 No expenses can be charged against the grant after the effective date of termination. In the event of termination, Sub-grantee shall submit a final accounting and return to City all unspent funds provided under the Sub-grant no later than thirty (30) days after termination.
- 3.6 In the event of withdrawal from or termination of this Sub-grant Agreement by the Sub-grantee, Sub-grantee shall refund all amounts that have been disbursed for purposes which are or are not in accordance with the terms of this Sub-grant Agreement.
- 3.7 In the event of suspension, the Sub-grantee will return on demand to City any unspent cash balance. Sub-grantee is required to submit a Financial Report as of the date of suspension. Sub-grantee is required to refund all amounts that have been disbursed for purposes that are not in accordance with the terms of the Sub-grant Agreement.

4. DISPUTES

- 4.1 City management staff shall consult with the Federal donor agency to determine the best course of action regarding any disputes that arise under this Sub-grant Agreement.
- 4.2 Sub-grantee has the right to appeal to City and shall be given an opportunity to be heard and to offer evidence in support of its appeal.
- 4.3 Any appeal made under this provision shall be made in writing and addressed to the City. A copy of the appeal may be provided at the same time to the Federal donor agency Program Specialist.

5. LIMITATION

- 5.1 City and Sub-grantee understand and acknowledge that, except as expressly provided in this Sub-grant Agreement, there is no other obligation whatsoever to provide additional support to Sub-grantee for purposes of this or any other project.

6. PROHIBITION OF SUPPLANTING

- 6.1 Sub-grantee shall use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

7. INSURANCE AND NON- LIABILITY

- 7.1 The Sub-grantee shall maintain all appropriate insurance coverage during the period this Agreement remains in effect.
- 7.2 The Sub-grantee shall hold the City harmless for any loss or damage that may occur during transportation or delivery of project goods or services.
- 7.3 The Sub-grantee agrees to release, indemnify, and hold harmless the City, its officers, directors, employees, agents and its respective heirs, legal representatives, successors and assigns, from any and all claims, demands, liabilities, expenses (including reasonable attorney's fees and disbursements, court costs, judgments, settlements and fines) arising out of, resulting from, or in connection with the performance of this Agreement by the Sub-grantee or a partner, agent or client of the Sub-grantee. This paragraph shall survive termination or expiration of this Agreement.

74 City agrees to indemnify and hold Sub-grantee harmless from any and all claims, losses, debts or judgments, including attorney's fees and costs, if any, for copyright or trademark infringement in connection with Sub-grantee's use of the City approved name and logo in the performance of this sub-Agreement.

- 7.5 City may at any time request the Sub-grantee to provide written Proof of Insurance.

8. DEBARMENT AND SUSPENSION

- 8.1 By signing this Agreement, the Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.
- 8.2 The Sub-grantee, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Sub-grantee and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Sub-grantee is presently excluded from receiving Federal funds and is not referenced on the U.S. government *Excluded Parties List Serve*.

9. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION

- 9.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.
- 9.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.
- 9.3 By signing this Agreement, the Sub-grantee certifies that, as of the date on which this Agreement is executed, the Sub-grantee named in this Agreement does not knowingly employ individuals or contribute

funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.

- 9.4 Should any change in circumstances pertaining to this certification occur at any time, the Sub-grantee will notify the City immediately.
- 9.5 The City, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Sub-grantee and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Sub-grantee has been implicated in any questionable activity and is not referenced on any of the U.S. government watch lists mentioned above.

10. CIVIL RIGHTS COMPLIANCE

- 10.1 Sub-grantee shall comply with nondiscrimination requirements contained in various federal laws. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Sub-grantee after a due process hearing, the Sub-grantee agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

11. LOBBYING

- 11.1 Sub-grantee shall not use federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form–LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

12. FORCE MAJEURE

- 12.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. AMENDMENT

- 13.1 This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant document, after formal consultations and Agreement between the pursuant parties to the Agreement.

14. PROCUREMENT

- 14.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR Part 215. Sub-grantee must seek written approval from City for any expenditure not included in the approved budget relevant to this Agreement.
- 14.2 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids

and/or requests for proposals shall be excluded from competing for such procurement. Awards shall be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the recipient.

- 14.3 Any and all bids or offers may be rejected when it is in the recipients interests to do so. Any expense over the small purchase threshold of \$500 must undergo a Bidding Process.
- 14.4 The Sub-grantee should seek an approval from City for capital expenses, which are not included in the Sub-grant budget, worth \$5,000.00 or more. The Sub-grantee shall on request make available to the City any pre-award review and procurement documents such as the Request for Proposal or invitations for bids, independent cost estimates etc., when any of the following conditions apply:
- a) Sub-grantee failed to comply with the procurement standards.
 - b) When procurement is awarded without competition or only one bid or offer is received in response to a solicitation.
 - c) When the procurement which is expected to exceed the small purchase threshold specifies a "brand name" product
 - d) The proposal award over the small purchase threshold is awarded to other than the apparent low bidder under a sealed bid procurement
 - e) A proposed contract modification changes the scope of contract or increases the contract amount by more than the amount of the small purchase threshold.

15. PROPERTY

- 15.1 Any property procured through this Agreement will remain vested with the Sub-grantee, unless the residual value is greater than or equal to \$5,000, in which case Sub-grantee must request disposition instructions from the City. The Sub-grantee may request, in writing, that property greater than or equal to \$5,000 remain with the Sub-grantee, provided that adequate justification is supplied.
- 15.2 The Sub-grantee must take all reasonable actions to protect property purchased through the Sub-grant funds from being damaged or stolen. If equipment or supplies are stolen/damaged, the Sub-grantee must report to the City in writing the cause and circumstances. City reserves the right to hold the Sub-grantee responsible.
- 15.3 Sub-grantee shall ensure that any related promotional materials will acknowledge City's financial contributions with the following statement in the designated acknowledgment section: "This project was made possible with funding provided by the City."
- 15.4 The City shall at its discretion have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publication in City publications, on the City website, and in local and national events or education tools. Sub-grantee shall be accorded acknowledgment for any materials produced by the Sub-grant and used by the City.

16. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 16.1 Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or

contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the Sub-Grantee certifies that it will comply with the requirements of the Act.

17. OTHER PROVISIONS

- 17.1 Unless otherwise indicated, the appropriate provisions of *Appendix A* in 28CFR-70 (for Sub-grants with source funding from DOJ), 22CFR-226 (for Sub-grants with source funding from USAID), 22CFR-145 (for Sub-grants with source funding from the DOS, or 45CFR-74 (for Sub-grants with source funding from DHHS) are adopted by reference. Other provisions applicable to this Agreement are herein expressly stated.

18. GOVERNING LAW

- 18.1 This Agreement shall be interpreted and construed according to, and governed by, the substantive laws of the State of Wisconsin, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Venue cited in the Agreement shall have jurisdiction to hear any dispute under this Agreement.

APPENDIX II

Federal Award Special Conditions

None listed.

i. Award to City, Federal Grant Requirements and Certifications, Program (Attachment A)



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	MILWAUKEE, CITY OF 200 E WELLS STREET
City, State and Zip:	MILWAUKEE, WI 53202
Recipient UEI:	JYGKV746MNG2
Project Title: Milwaukee Drug Rapid-Testing & Outreach Program	Award Number: 15PBJA-22-GG-04454-COAP
Solicitation Title: BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program	
Federal Award Amount: \$1,598,719.00	Federal Award Date: 9/29/22
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.838 - Comprehensive Opioid, Stimulant, and Substance Abuse Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/25
Project Description: <p>Milwaukee County is the most populated county in Wisconsin with an estimated population of 946,687 people in 2020, about 16% of the state's total population. Milwaukee is also the most diverse county in Wisconsin accounting for 62% of the state's total black population. It has the greatest overdose burden in the state, leading in both count and rates. For the first time in 2021, the rate of fatal overdoses was higher among the black population in Milwaukee County than white and Hispanic counterparts.</p> <p>The black population in Milwaukee experienced a 51.7% increase in fatal overdose rates from 2020 to 2021, compared to only a 4.8% rate increase among the white population. The substances involved in fatal overdoses saw distinct shifts, with a 42% increase in the number of cocaine and fentanyl related overdoses from 2020-2021, which was disproportionately experienced by the black population. Milwaukee partners have been limited in identifying the cause of these recent changes.</p> <p>Milwaukee Drug Rapid-Testing and Outreach Program (DROP) aims to directly address this gap through increasing the capacity for substance testing at overdose scenes and within people actively using drugs in the community, developing an ODMAP platform where these results can be shared with partners in near-real-time, and working across sectors to inform outreach content and services accordingly.</p> <p>The city of Milwaukee and collaborating partners are seeking \$1,600,000 in Subcategory 1a funding to support Milwaukee DROP. Additionally, Milwaukee DROP is seeking priority consideration in OJP Priority Area 1A located on page 4 of the proposal narrative.</p> <p>The Milwaukee DROP aims to utilize 100% of the budget to:</p>	

- Collect and Coordinate Near-Real-Time Data in order to
 - Increase capacity for near-real-time substance testing at overdose scenes.
 - Initiate the first real-time drug checking program in the state through partnerships with harm reduction and substance use support service organizations.
 - Develop a near-real-time substance testing mapping application through ODMAP.
- Communicate Near-Real-Time Data to Public Health, Public Safety, and Community-Based Harm Reduction Partners in order to
 - Increase understanding of changing and emerging polysubstance use trends.
 - Inform education, outreach, and harm reduction efforts based on real-time substance trends.
 - Continue to strengthen existing public health and public safety partnerships, including the Milwaukee Overdose Public Health and Safety Team (OD-PHAST) and Milwaukee City-County Heroin, Opioid and Cocaine Task Force (CCHOCTF).
- Use data to inform policies that result in overdose prevention.
- Evaluate Program Impact.

Award Letter

September 29, 2022

Dear STEVEN MAHAN,

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 MILWAUKEE, CITY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program. The approved award amount is \$1,598,719.

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.

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

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

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

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

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Additional Information Required

NEPA Letter

The scope or location of the proposed project is such that it may not qualify for a categorical exclusion as contained in Appendix D to Part 61 of Title 28 of the Code of Federal Regulations. As such, prior to initiation of the project, the grantee may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS).

Additional information is needed to determine if any of the following activities will be conducted as a result of this award, 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)

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see <https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance>.

Questions about this determination may be directed to your grant manager or 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

MILWAUKEE, CITY OF

UEI
JYGKV746MNG2

Street 1
200 E WELLS STREET

Street 2

City
MILWAUKEE

State/U.S. Territory
Wisconsin

Zip/Postal Code
53202

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/29/22

Award Type
Initial

Award Number
15PBJA-22-GG-04454-COAP

Supplement Number
00

Federal Award Amount
\$1,598,719.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.838	Comprehensive Opioid, Stimulant, and Substance Abuse Program

Statutory Authority
34 U.S.C. 10701. Any awards under this solicitation would be made under statutory authority provided by the Department of Justice Appropriations Act, 2022 (Pub. L. No. 117-103, 136 Stat. 49, 127).

[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
2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13665989

Grant Manager Name

Dawn Hill

Phone Number

[202-598-7513](tel:202-598-7513)

E-mail Address

Dawn.K.Hill@usdoj.gov

Project Title

Milwaukee Drug Rapid-Testing & Outreach Program

Performance Period Start**Date**

10/01/2022

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2025

Project Description

Milwaukee County is the most populated county in Wisconsin with an estimated population of 946,687 people in 2020, about 16% of the state's total population. Milwaukee is also the most diverse county in Wisconsin accounting for 62% of the state's total black population. It has the greatest overdose burden in the state, leading in both count and rates. For the first time in 2021, the rate of fatal overdoses was higher among the black population in Milwaukee County than white and Hispanic counterparts.

The black population in Milwaukee experienced a 51.7% increase in fatal overdose rates from 2020 to 2021, compared to only a 4.8% rate increase among the white population. The substances involved in fatal overdoses saw distinct shifts, with a 42% increase in the number of cocaine and fentanyl related overdoses from 2020-2021, which was disproportionately experienced by the black population. Milwaukee partners have been limited in identifying the cause of these recent changes.

Milwaukee Drug Rapid-Testing and Outreach Program (DROP) aims to directly address this gap through increasing the capacity for substance testing at overdose scenes and within people actively using drugs in the community, developing an ODMAP platform where these results can be shared with partners in near-real-time, and working across sectors to inform outreach content and services accordingly.

The city of Milwaukee and collaborating partners are seeking \$1,600,000 in Subcategory 1a funding to support Milwaukee DROP. Additionally, Milwaukee DROP is seeking priority consideration in OJP Priority Area 1A located on page 4 of the proposal narrative.

The Milwaukee DROP aims to utilize 100% of the budget to:

- Collect and Coordinate Near-Real-Time Data in order to
 - Increase capacity for near-real-time substance testing at overdose scenes.
 - Initiate the first real-time drug checking program in the state through partnerships with harm reduction and substance use support service organizations.
 - Develop a near-real-time substance testing mapping application through ODMAP.
- Communicate Near-Real-Time Data to Public Health, Public Safety, and Community-Based Harm

Reduction Partners in order to

- Increase understanding of changing and emerging polysubstance use trends.
- Inform education, outreach, and harm reduction efforts based on real-time substance trends.
- Continue to strengthen existing public health and public safety partnerships, including the Milwaukee Overdose Public Health and Safety Team (OD-PHAST) and Milwaukee City-County Heroin, Opioid and Cocaine Task Force (CCHOCTF).
- Use data to inform policies that result in overdose prevention.
- Evaluate Program Impact.

[X]

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.

[X]

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.

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.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.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before

December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

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

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

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.

3

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.

4

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>.

5

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 October 15, 2020, 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, 2020, will satisfy this condition.

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

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

6

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.

7

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.

8

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 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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

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

e-CFR "current" data.

9

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.

10

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."

11

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.

12

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").

13

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.

14

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.

15

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.

16

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.

17

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.

18

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.

19

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.

20

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 E-VerifyEmployerAgent@dhs.gov.

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

21

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.

22

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.

23

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.

24

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).

25

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.

26

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.

27

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.

28

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.

29

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>.

30

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).

31

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.

32

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

33

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.

34

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.

35

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may

result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36

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>.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

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.

39

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

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

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

40

Confidentiality of data

The recipient (and any 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 recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

42

Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee (s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

43

Copyright; Data rights

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

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

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

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

44

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must 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.

45

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.

46

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47

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.

48

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.

49

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

50

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

51

The recipient is authorized to incur obligations, expend and draw down funds, in an amount not to exceed 25% of the total amount of the award. None of these funds may be used to acquire chemicals, or implement a project involving the use of chemicals, such as testing of evidence, while this condition remains on the award. The recipient is not authorized to incur any additional obligations, or make any additional expenditures or drawdowns until the program office has verified that the recipient has submitted all necessary documentation required to comply with Department of Justice Environmental Impact Review Procedures found at 28 CFR Part 61, Appendix D, OJP has reviewed and approved the documentation, and an Award Condition Modification (ACM) has been issued removing this condition.

52

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or

reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

[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

Deputy Assistant Attorney General

Name of Approving Official

Maureen Henneberg

Signed Date And Time

9/27/22 10:03 AM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Grants Director

Name of Authorized Entity Official

STEVEN MAHAN

Signed Date And Time

12/20/2022 12:34 PM

ii. **Insurance Requirements (Attachment B)**

Insurance Requirements. Throughout the term of this Agreement, Subrecipient is solely responsible for meeting its insurance needs, but shall, at a minimum, carry insurance that meets the insurance requirements set forth in this Section. Any failure to comply with these minimum requirements during the Term is a material breach of this Agreement permitting City to, in its sole discretion, immediately terminate this Agreement without prior notice.

1. Certificate of Insurance Required. A certificate of insurance acceptable to the City must be provided prior to final execution of this Agreement. The certificate shall state that the issued insurance policies meet the requirements outlined below and must be an original certificate issued by a company licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Subrecipient shall send City a current and valid Certificate of Insurance and/or Policy within fourteen (14) days of any request by City. Immediately upon any material change to Subrecipient's insurance coverage, Subrecipient shall send City an updated Certificate of Insurance and/or Policy.
2. City's Authority to Terminate. The certificate shall be approved by the City Attorney and placed on file with the City prior to commencement of work under this Agreement. The City Purchasing Director reserves the right to examine and approve the actual policy of insurance before the City executes any Agreement for this purchase. If the required certificate is not received and approved, the City of Milwaukee has the authority to terminate this Agreement.
3. City as Additional Insured. The City of Milwaukee shall be named as an additional insured (using ISO Form CG2026 or its equivalent) with respect to liability coverage other than professional liability, including cyber coverage. The certificate holder shall be designated as:

City of Milwaukee
841 N. Broadway, Third Floor
Attn: Finance
Milwaukee, WI 53202
4. City Approval of Insurance Companies. Insurance companies must be acceptable to the City and have a current
A.M. Best rating of A-VIII or better.
5. Use of Occurrence Form. All policies other than professional liability policies shall be written on an occurrence form.
6. Notice of Cancellation or Non-Renewal. The City shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract, for any reason including non-payment of premium. To ensure that such notice occurs, an endorsement must be added to the policy/policies permitting Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:
"We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least 30 days before the effective date of the action."

A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

7. Required Coverages. Each of the following coverages is required pursuant to this Agreement unless “No” is indicated in the left-hand column:

REQUIRED?	COVERAGE	MINIMUM AMOUNT OF COVERAGE REQUIRED
Yes	Worker’s Compensation	Statutory Limits
	(The City <u>does</u> require Worker’s Compensation coverage for Sole Proprietorships)	
Yes	Employer’s Liability	<p>Each Accident: \$100,000 Disease – Policy Limit: \$500,000 Disease – Each Employee: \$100,000</p> <ul style="list-style-type: none"> • Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers.
Yes	Commercial General Liability	<p>Each Occurrence Limit: \$1,000,000 General Aggregate: \$2,000,000</p> <p>Products-Completed Operations Limit: \$2,000,000 Personal and Advertising injury Limit: \$1,000,000</p> <ul style="list-style-type: none"> • Coverage must be equivalent to ISO Form CG0001 or better. • Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers. • Coverage must apply to independent contractors and contractual liability. • Coverage must apply on a primary and non-contributory basis.

Yes	Automobile Liability	<p>Bodily Injury: \$1,000,000 per person \$1,000,000 per occurrence</p> <p>Property Damage: \$1,000,000 per occurrence</p> <p>Or Combined Limit: \$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • If the Subrecipient owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9). • Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers. • Coverage must include contractual liability for risks assumed in this contract. • If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.
Yes	Professional Liability:	<p>\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract. • If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date. • Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
Yes	Umbrella (Excess) Liability	<p>\$5,000,000 per occurrence \$5,000,000 aggregate</p> <ul style="list-style-type: none"> • Must provide coverage in excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages (inclusive of the amendments stated above).
Yes	Crime Insurance	<p>Employee Dishonesty: \$500,000 per loss</p> <ul style="list-style-type: none"> • Must provide coverage for Third Party Employee Dishonesty.

No	Pollution Liability	<p>\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
Yes	Cyber Insurance	<p>\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> Coverage must include cost of notification, cost of identity protection and repair insurance for affected individuals and third party liability. Depending on the situation, other required coverages may include: <ul style="list-style-type: none"> Regulatory Fines & Penalties PCI Fines & Penalties Cyber Extortion/Ransomware Business Interruption Data Reconstruction Media/Website Liability Breach Response Mitigation Forensic investigations Legal expenses Notifications Identity monitoring
No	Garage & Garage Keeper's Liability	In the amount of contract or greater

iii. Privacy Certification (Attachment C)

Sub-grantee, Milwaukee County Medical Examiner's Office, certifies that data identifiable to a private person¹ will not be used or revealed, except as authorized in 28 CFR Part 22, §§22.21, 22.22.

Brief Description of Project (required by 28 CFR §22.23(b):

Project is Milwaukee Drug Rapid-Testing and Outreach Program. Data identifiable to a private person will not be collected.

Sub-grantee certifies that any private person from whom identifiable information is collected or obtained shall be notified, in accordance with 28 CFR §22.27, that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time. In addition, Sub-grantee certifies that where findings in a project cannot, by sample size or uniqueness of subject, be expected to totally conceal the identity of an individual, such individual shall be so advised.

Procedures to notify subjects that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time as required by 28 CFR §22.23(b)(4):

If notification of subjects is to be waived, pursuant to 28 CFR §22.27(c), please provide a justification:

Notification is not applicable since this is not a study collecting identifiable data.

Sub-grantee certifies that project plans will be designed to preserve the confidentiality of private persons to whom information relates, including where appropriate, name-stripping, coding of data, or other similar procedures.

Procedures developed to preserve the confidentiality of personally identifiable information, as required by 28 CFR §22.23(b)(7):

Not applicable since this is not a study collecting identifiable data

Sub-grantee certifies that, if applicable, a log will be maintained indicating that (1) identifiable data have been transferred to persons other than employees of NIJ, BJA, BJS, OJJDP, OVC, OJP, or Sub-grantee/contractor/subcontractor staff; and (2) such data have been returned or that alternative arrangements have been agreed upon for future maintenance of such data, in accordance with 28 CFR §22.23(b)(6).

Justification for the collection and/or maintenance of any data in identifiable form, if applicable:

Not applicable since this is not a study collecting identifiable data.

¹ Information identifiable to a private person as defined in 28 CFR §22.2(e) as "information which either—(1) is labeled by name or other personal identifiers, or (2), can by virtue of sample size or other factors, be reasonably interpreted as referring to a particular person."

Procedures for data storage, as required by 28 CFR §22.23(b)(5):

Not applicable since this is not a study collecting identifiable data.

Sub-grantee certifies that all contractors, subcontractors, and consultants requiring access to identifiable data will agree, through conditions in their subcontract or consultant agreement, to comply with the requirements of 28 CFR §22.24, regarding information transfer agreements. Sub-grantee also certifies that BJA and the City of Milwaukee will be provided with copies of any and all transfer agreements before they are executed as well as the name and title of the individual(s) with the authority to transfer data.

Description of any institutional limitations or restrictions on the transfer of data in identifiable form, if applicable:

Not applicable since this is not a study collecting identifiable data.

Name and title of individual with the authority to transfer data:

Not applicable since this is not a study collecting identifiable data.

Sub-grantee certifies that access to the data will be limited to those employees having a need for such data and that such employees shall be advised of and agree in writing to comply with the regulations in 28 CFR Part 22.

Sub-grantee certifies that all project personnel, including subcontractors, have been advised of and have agreed, in writing, to comply with all procedures to protect privacy and the confidentiality of personally identifiable information.

Access to data is restricted to the following individuals, as required by 28 CFR §22.23(b)(2):

Not applicable since this is not a study collecting identifiable data.

Sub-grantee certifies that adequate precautions will be taken to ensure administrative and physical security of identifiable data and to preserve the confidentiality of the personally identifiable information.

Procedures to ensure the physical and administrative security of data, as required by 28 CFR §22.25(b), including, if applicable, a description of those procedures used to secure a name index :

Not applicable since this is not a study collecting identifiable data.

Procedures for the final disposition of data, as required by 28 CFR §22.25:

Not applicable since this is not a study collecting identifiable data.

Name and title of individual authorized to determine the final disposition of data:

Not applicable since this is not a study collecting identifiable data.

Sub-grantee certifies that copies of all questionnaires, informed consent forms and informed consent procedures designed for use in the project are attached to this Privacy Certificate.

Sub-grantee certifies that project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person, except as authorized by 28 CFR §22.22.

Sub-grantee certifies that the procedures described above are correct and shall be carried out.

Sub-grantee certifies that the project will be conducted in accordance with all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended and the regulations contained in 28 CFR Part 22.

Sub-grantee certifies that BJA and the Grants Management Bureau shall be notified of any material change in any of the information provided in this Privacy Certificate.

As the duly authorized representative of the Sub-grantee, I hereby certify that the Sub-grantee will comply with the above certifications.

Milwaukee County Medical Examiner's Office

Name of Sub-grantee / Fiscal Agent

Signature of Certifying Official

Wieslawa Tlomak, MD

Chief Medical Examiner, Milwaukee County Medical Examiner's Office

Date

iv. **Additional Reporting Requirements (Attachment D)** (Subrecipient to request Excel template from City)

Organization Name: _____ Total Budget: _____ Program Year: _____	COST REPORT ORIGINAL	Report # 1 _____ Date: _____ Current Report From: _____ Through: _____ Cumulative From: _____ Prepared By: _____ <div style="text-align: right;">Signature Required</div>
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Page 1 of 2

Accepted By: CDGA _____ Date: _____
 Accepted By: Comptroller _____ Date: _____

COST CATEGORY	BUDGET TO DATE	PREVIOUS MONTH COST PAID TO DATE	CURRENT MONTH PAID COST	COST PAID TO DATE	BUDGET BALANCE	ACCRUED COST
PERSONNEL	0.00	0.00	0.00	0.00	0.00	
FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00	
GENERAL SERVICES	0.00	0.00	0.00	0.00	0.00	
OFFICES SUPPLIES	0.00	0.00	0.00	0.00	0.00	
EQUIPMENT PURCHASE	0.00	0.00	0.00	0.00	0.00	
EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	
OTHER	0.00	0.00	0.00	0.00	0.00	
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00

**COST REPORT
MONTHLY REPORT**

Page 2 of 2

ORGANIZATION NAME:

Prepared by:

Report # 1

From: 01/00/00

Through: 01/00/00

Cumulative from: 01/00/00

ACCOUNT NUMBER	NSA AREA	TOTAL	PREVIOUS MONTH	CURRENT	TOTAL COST	CONTRACT	ACCRUED
			0.00	0.00	0.00	0.00	0.00
TOTALS		0.00	0.00	0.00	0.00	0.00	0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature of Authorized Official: _____

Date: _____

SCHEDULE OF PAID COSTS

Project Name:		Account #	Budget Cost Category: Personnel			Cost Report Number:		
To Be Completed By Project Operator						To Be Computed By City		
Check No.	Date	Payee/Description*	Total Amount	% Claimed	Amount Claimed	Adjustments		Reimbursed
						Amount	Code	
Budget Category Total					0.00			

Adjustment Code Explanations:

B - Not Currently Budgeted

I - Ineligible

A - Appoved Cost Allocation Not Yet on File

C - Not in Conformity with Approved Cost Allocation Plan