The State and Subrecipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant subaward of Federal financial assistance to Subrecipient.

1. FEDERAL AWARD IDENTIFICATION:
   Information for the Federal Award Identification, as described in 2 CFR 200.331 (a) is included in Exhibit A and is incorporated herein. In the event of a change in the award or funding source, the information included in Exhibit A may change. Subrecipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:
   This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK:
   The subrecipient shall use VOCA grant funding for authorized direct services to crime victims without a charge and shall manage funding as proposed in the VOCA Grant Requirements and subrecipient agreement. Revisions may be approved by the State in writing. The subrecipient shall provide direct services to crime victims of federal crimes on the same basis as crime victims of state and local crimes.

   The subrecipient shall provide assistance to potential recipients of crime victim compensation (including recipients who are crime victims of state, local or federal crimes) in applying for benefits which may include, but are not limited to, identifying and referring potential crime victim recipients to an organization that can assist them on the availability of services and intervening on behalf of potential crime victim recipients regarding the Crime Victims Compensation Program.

   The subrecipient will provide direct services to crime victims per the requirements set forth in this agreement and contained in the Federal Victims of Crime Act of 1984, as amended, 42 USC 10601 et.seq., and 28 CFR, Part 94.

   Services to incarcerated victims may or may not be provided. The costs permitted for direct services to incarcerated victims are the same as those costs permitted for direct services to any crime victim. VOCA grant funding is not subject to mandated reduction or reallocation for non-compliance under the Prison Rape Elimination Act (PREA) at: https://www.prearesourcecenter.org/training-technical-assistance/prea-101/prisons-and-jail-standards.

4. BASIS FOR SUBAWARD AMOUNTS:
   The funding allocated to subrecipients of the VOCA Grant is determined through a combination of funding types, including formula and competitive.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:
Risk assessments may be ongoing throughout the performance period. Subrecipient agrees to allow the State to monitor subrecipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. The closeout of this agreement does not affect the State's responsibility to monitor beyond the performance period end date. As appropriate, the cooperative audit resolution process may be applied.

Subrecipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Subrecipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority under 2 CFR 200.338 to apply remedies, including but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by subrecipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:
The subrecipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Subrecipient shall retain such records for a period of three years after the date of the submission of the final expenditure report. Records for real property and equipment must be retained for 3 years after final disposition.

The subrecipient shall not use or reveal any research or statistical information identifiable to any specific individual, for any purpose other than for which such information was obtained. North Dakota laws governing the disclosure of information relating to the safety and welfare of crime victims, including laws pertaining to mandatory reporting of suspected child physical or sexual abuse, assault or neglect shall also be followed.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Subrecipient. In the event Subrecipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Subrecipient’s fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Subrecipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State authorizes the Office of Victims of Crime and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. State will further ensure that all VOCA subrecipients will authorize representatives of OVC and OCFO access to the right to examine all records, books, paper or documents related to the VOCA grant. The State through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the subrecipient for purposes of interview and discussion related to the records, books, papers and documents related to the VOCA grant. State Proprietary Information, which shall include all information disclosed to the Subrecipient by the State,
shall be retained in Subrecipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Subrecipient's established record retention policies.

All payments to the Subrecipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Subrecipient.

7. REPORTING:
The subrecipient shall comply with all programmatic and fiscal reports per the schedule outlined and identified in the FY 2020 VOCA Regionalization Grant Notice of Funding Opportunity. All federal quarterly and annual reporting is required to be completed in the OVC PMT system. The subrecipient shall submit all required PMT statistical data and narrative reporting information per the required reporting schedule contained in the VOCA Grant Notice of Funding Opportunity. The subrecipient must complete the Subgrant Award Report (SAR) within thirty (30) days of the VOC grant subaward. Any SAR changes occurring within the performance period must be completed in PMT by the subrecipient within thirty (30) days of the change.

The subrecipient shall submit all required statistical and narrative information through COSMOS, including closeout reports and any other reports required or requested by the State throughout the performance period. Failure to submit reporting information per the schedule may result in additional monitoring and may affect future awards.

8. COPYRIGHT:
The State shall maintain an exclusive right to copy or reproduce any materials created, produced or attached to the VOCA Subrecipient Application and Agreement.

9. SUBRECIPIENT TRAINING:
The subrecipient shall participate in training, as it applies to VOCA grant funding, upon request by the State throughout the performance period.

10. VOLUNTEER INVOLVEMENT:
Subrecipients shall use volunteers throughout the performance period, unless the State determines there is a significant reason to waive this requirement. A significant reason may be a statutory or contractual provision concerning liability, counselor or victim confidentiality (barring use of volunteers for certain positions) or the inability to recruit and maintain volunteers after a sustained and aggressive effort.

11. EQUIPMENT, FURNITURE OR TECHNOLOGY PURCHASES:
Equipment, furniture or technology with a purchase price of $250.00 or over per item shall be considered a fixed asset (if the item has a useful life of two years or more.) Purchased items shall be labeled with a permanent tag to include the purchase date, purchase amount, item description, serial/model number and current location purchased with VOCA Grant Funding. Equipment, furniture or technology purchased with VOCA grant funding shall be retained in the subrecipients inventory for three years from the purchase date. After three years, the item shall “lose its identity” and become the property of the subrecipient. The subrecipient shall provide an itemized disposal list to include the date, reason and method of disposal to the ND DOCR during the performance period.

Additional Information for these purchases can be located on the ND DOCR Victim Services Website at https://docr.nd.gov/victims-services/grant-information

12. CLOSEOUT:
For purposes of this agreement, grant closeout will commence with the submittal of the Annual Closeout Report by the subrecipient. Payment for 4th quarter activities will only be processed if all conditions of this grant are completed. Receipt of final payment by the subrecipient will constitute closeout of this agreement. Any portion of this agreement not satisfied by the subrecipient may result in deobligation of the final payment.

13. COST PRINCIPLES:
Subrecipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards — 2CFR Part 200 (Uniform Administrative Requirements).

14. CONFERENCES, MEETINGS, TRAININGS AND OTHER EVENTS:
The State, and any subrecipient, at any tier, must comply with all applicable laws, regulations, policies, and official Department of Justice (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, "Post Award Requirements" in the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm.

Subrecipients will be required to participate in any training deemed necessary by the State.

15. OFFICE OF JUSTICE PROGRAM (OJP) TRAINING GUIDING PRINCIPLES:
Any training or training materials that the State or any subrecipient at any tier develops or delivers with OJP award funds, must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm

16. REPORTING POTENTIAL FRAUD, WASTE, ABUSE AND SIMILAR MISCONDUCT:
The State and subrecipient 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:
   A. Submitted a claim that violates the False Claims Act; or
   B. 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:
   A. Mail directed to Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; or
   B. E-mail to oig.hotline@usdoj.gov; and/or
   C. The DOJ OIG hotline (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig

17. TERMINATION:
This Agreement may be terminated by either party hereto upon thirty (30) days’ notice. In the event the subrecipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Subrecipient may only terminate this Agreement if no grant funds under this Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Subrecipient may be required to repay all grant funds paid under this Agreement to the State.

18. FUNDING:
This Subrecipient Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

19. ASSIGNMENT AND AMENDMENT:
This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any
assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

20. SUPERCESSION:
All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

21. SEVERABILITY:
In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

22. CONTRACT MERGER AND MODIFICATION:
This Agreement, and Exhibits A - F, constitutes the entire agreement between the State and Subrecipient. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by the State and Subrecipient.

23. NOTICE:
Any notice or other communication required under this Agreement shall be in writing.

24. SUBCONTRACTORS/SUB-SUBRECIPIENTS:
The Subrecipient may use contractors to perform work under this Agreement. The Subrecipient may not sub-grant funds under this Agreement without the previous written approval of the State.

The Subrecipient will include provisions in its contracts for this project (or sub-grants if approved) requiring its contractors and subrecipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subrecipient will cause its contractors, subrecipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any contractors and/or subrecipients. The Subrecipient is required to assist in this process as needed.

25. STATE'S RIGHT TO REJECT:
The State reserves the right to reject any person or entity from performing the work or services under this Agreement.

26. CONFLICT OF INTEREST:
Subrecipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by NDCC 10-33-27 and 10-33-46.

27. SUBRECIPIENT STATUS:
The subrecipient shall immediately notify the State in writing of any change in agency status or staff during the performance period.

28. SUPPLANTING:
The subrecipient shall not deliberately reduce federal funds due to the existence of state or local funds. The subrecipient shall use VOCA grant funding to enhance or expand direct services and shall not use funding to supplant other federal, state and local funds that would be available for crime victim services. For additional questions refer to: https://ojp.gov/archives/financial_guides/financialguide11/PreawardRequirements/chapter5page6.htm.

29. FUNDING RESTRICTIONS/DEOBLIGATION OF FUNDS:
The subrecipient shall provide accurate fiscal control; management and distribution of VOCA grant funding and shall agree that all VOCA grant funding received shall not be held in any type of interest bearing accounts.

All VOCA grant funding shall be expended or committed to be expended at least thirty (30) days prior to the end of the performance period. Any portion of VOCA grant funding not expended, or committed to be expended within the performance period, shall be considered “deobligated” and returned voluntarily by the subrecipient to the State for redistribution a minimum of thirty (30) days prior to the end of the performance period.

30. CASH AND IN-KIND MATCH CONTRIBUTIONS:
A subrecipient receiving VOCA grant funding shall have financial support from other sources in addition to VOCA grant funding and shall provide a match contribution (cash or an in-kind, or a combination of both). The total project cost is the amount of the Federal VOCA funds plus the match amount. Federal funds may not be used for the cash match. An agency with previous VOCA subawards shall use a 20% cash or in-kind match, or combination of both. An agency new to VOCA shall use a 25% cash or in-kind match, or combination of both. American Indian or Alaska Native Agencies are exempt from project match requirement. Additional information about calculating match can be found in the FY 2020 VOCA Formula Grant Notice of Funding Opportunity.

31. REIMBURSEMENT REQUESTS:
The reimbursement request is the method of requesting a reimbursement of funds expended by the subrecipient. Reimbursement requests shall be submitted through COSMOS per the Reporting Schedule identified in the VOCA Notice of Funding Opportunity. Reimbursements shall be distributed by electronic direct deposit.

Additional information on documentation necessary for reimbursement requests can be found within the VOCA Notice of Funding Opportunity.

Failure to submit reimbursement requests per the required schedule may result in authorized actions outlined under 2 CFR 200.338 Remedies for Noncompliance.

32. BUDGET REVISION:
During the performance period a budget revision shall be used to increase or decrease an initial VOCA subaward, or to adjust line items, within subrecipient’s original budget. The subrecipient shall utilize COSMOS to complete and submit budget revision requests for approval. COSMOS shall also be used for general grant correspondence with the State.

33. TERMS:
By accepting this Agreement, the Subrecipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination. Termination of this Agreement for any reason by either party does not relieve the Subrecipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Subrecipient fails to complete the project within the timelines of this Agreement, the Subrecipient may submit a written request for an extension. If no request for an extension is received, and the term of this Agreement expires, the funds awarded under this Agreement will automatically de-obligate and be available to other subrecipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

34. INDIRECT COST RATE (ICR) and MODIFIED TOTAL DIRECT COSTS (MTDC):
A subrecipient shall have the option to use the 10% De Minimis Indirect Cost Rate (ICR). This rate can only be applied to Modified Total Direct Costs (MTDC) up to $25,000 of the VOCA subaward. Information on Indirect Costs can be located in the DOJ Grants Financial Guide located here https://ojp.gov/financialguide/DOJ/index.htm.
35. AUDIT REQUIREMENTS:
Any governmental unit (state or local) or private non-profit agency expending less than $750,000 in federal funds in any fiscal year are exempt from a single A-133 audit. A single A-133 audit must be submitted online to the Federal Audit Clearinghouse (FAC) for any governmental unit (state or local) or private nonprofit organization expending $750,000 or more of federal funds. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996), OMB Circular A-133, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements for Federal Awards (Uniform Guidance).

Subrecipients are required to complete Exhibit C – Single Audit Certification Letter, and submit with their VOCA application so the State can verify each subrecipient compliance.

36. LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS:
Federal funds may not be used by the State, or any subrecipient, at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government. Should any questions arise as to whether a particular use of federal funds by a recipient (State) or subrecipient would or might fall within the scope of this prohibition, the recipient (State) is to contact The Office of Justice Programs (OJP) for guidance, and may not proceed without the express prior written approval of OJP.

The State and subrecipient receiving Department of Justice funding, such as Victim of Crime Act (VOCA) funding, is required to complete the Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug-free Workplace Requirements Certificate, attached as Exhibit B to this Agreement.

37. LIMITED ENGLISH PROFICIENCY (LEP):
According to the Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, under Executive Order 13166, the subrecipient shall take steps to ensure that LEP persons have access to services and programs. Additional assistance and information regarding LEP obligations may be accessed at http://www.lep.gov.

38. FEDERAL CIVIL RIGHTS TRAINING:
The subrecipient receiving Department of Justice funding, such as Victim of Crime Act (VOCA) funding, is required to complete Federal Civil Rights Non-Discrimination Training. The subrecipient receiving financial assistance from the Office of Justice Programs (OJP), must comply with the Statutes & Regulations that prohibit discrimination in federally assisted programs or activities. The subrecipient may not discriminate in employment on the basis of age, race, sex or gender identity, national origin, religion or disability. The subrecipient also may not discriminate in the delivery of services or benefits on the basis of age, race, sex or gender identity, national origin, religion, or disability. The Office of Civil Rights (OCR) has developed online civil rights training curriculum for grantee agencies and subgrantee agencies. OJP Civil Rights Non-Discrimination Online Training shall be completed prior to receiving VOCA funding by accessing the training modules at http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm

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

40. EQUAL OPPORTUNITY EMPLOYMENT PLAN:
An Equal Employment Opportunity Plan (EEO) is a work force report that agencies shall complete as a condition for receiving Justice Department funding authorized by the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d.) The purpose of the EEOP is to make sure the subrecipient receiving financial assistance from
An EEO Certification form is attached as Exhibit D to this Agreement and must be completed and submitted as part of the application.

41. DISCRIMINATION OR COMPLAINT POLICY AND PROCESS – FEDERAL:
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42. The State, and any subrecipient 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.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38. The State, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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

42. DISCRIMINATION OR COMPLAINT POLICY AND PROCESS – STATE:
The subrecipient may view the State discrimination or complaint State Policy 1A-20 at https://State.nd.gov/victims-services/grant-information.

43. DISCRIMINATION FINDING(S):
In the event a federal or state court or administrative agency makes a finding(s) of discrimination after a due process hearing on the basis of age, race, sex or gender identity, national origin, religion or disability against a subrecipient under this subaward, the subrecipient shall forward copies of the findings to the Office for Civil Rights, Office of Justice Programs (OJP) at https://ojp.gov/about/ocr/complaint.htm

44. NATIONAL ENVIRONMENTAL PROTECTION AGENCY ACT (NEPA ACT):
The subrecipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. The subrecipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws. If the ND DOCR plans to use VOCA funds (directly or through a subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The ND DOCR also 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.

45. GENERAL APPROPRIATIONS – LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS:
The ND DOCR and any subrecipient 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, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm

46. NON-DISCLOSURE AGREEMENT RESTRICTIONS AND CERTIFICATIONS. A subrecipient 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 subrecipient shall:

   a. Represent 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.

47. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (including reporting requirements and OJP authority to terminate award):

   The State and subrecipient 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 the recipients (ND DOCR), subrecipients, or individuals defined (for purposes of this condition) as “employees” of the State or of any subrecipient. The details of the State’s obligation related to prohibited conduct regarding trafficking in persons are posted on the OJP website at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients (ND DOCR) and subrecipient related to trafficking in persons (including reporting requirements and OJP authority to terminate award) and are incorporated by reference here.

48. COSMOS GRANT MANAGEMENT SYSTEM:

   The subrecipient shall utilize COSMOS to review the application, apply for the VOCA grant, acknowledge acceptance of the contract by electronic signature, complete and submit reimbursement requests and required reports. COSMOS shall also be used by the subrecipient for general grant correspondence.

49. ELECTRONIC CONTRACT ACCEPTANCE AGREEMENT:

   As the subrecipient’s authorized representative, I have read, understand, acknowledge and will use COSMOS to electronically accept the terms and condition of the VOCA Subrecipient Agreement and any applicable state or federal certifications to include Exhibits A – F, attached. I further agree that my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.