

**Training Agreement
Social Sciences and Education**

THIS TRAINING AGREEMENT is made and effective as of the date of last signing (herein the "Effective Date") by and between **COUNTY OF WEBER** (herein "Sponsor") having its principal office at 2380 Washington Boulevard, Ogden, UT 84401 and the **UNIVERSITY OF CINCINNATI**, a state institution of higher education organized under Chapter 3361 of the Ohio Revised Code, on behalf of the College of Education, Criminal Justice and Human Services and its Corrections Institute, with a designated business address of 51 Goodman Drive, Suite 530, Cincinnati, Ohio 45221-0222 (herein "UC" or "UCCI").

WHEREAS, the training program contemplated by this Agreement is of mutual interest and benefit to UC and to the Sponsor, and will further the instructional objectives of UC in a manner consistent with its status as a nonprofit, tax-exempt, educational institution,

NOW, THEREFORE, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** UC agrees to use its reasonable efforts to perform the training program or technical assistance (herein the "Training Program") as set forth in Exhibit A, including Appendices 1 (Memorandum of Understanding).

NOTE: Appendix 1, "Memorandum of Understanding," requires execution by each trainee who participates in the course.

2. **PRINCIPAL INVESTIGATOR.** The training will be supervised by Jamie Newsome, Ph.D. If, for any reason, that person is unable to continue to serve as Principal Investigator, Sponsor and UC shall attempt to find a successor acceptable to both parties. If such a successor is not available, this Agreement shall be terminated as provided in Article 6.

3. **TERM.** The training shall be conducted during the term of this Agreement, beginning on October 1, 2020 and ending on September 30, 2023. The Agreement may be renewed by mutual written agreement of the parties. The parties may agree, in writing, to renew this Agreement for up to four additional consecutive terms of one year each. Neither party is required to agree to renewal of the Agreement, and neither party will incur any penalty or liability for declining, at any time, to agree to renewal. Each renewal agreement must be executed by the Parties before the end of the one-year term of the agreement then in effect.

3.1 Obligations of liability and confidentiality will survive the expiration of or termination of this Agreement.

4. **REIMBURSEMENT OF COSTS.** In consideration of the foregoing, the Sponsor agrees to support the training set forth in Exhibit A, including all direct and indirect costs consistent with UC's policy for the conduct of this training effort, by paying the amount of \$421,337.00.

5. **PAYMENT.** Payment shall be made to UC by the Sponsor in U.S. dollars, due and payable within 30 days upon receipt of invoice. Invoice should be sent to:

Brian Braggs
Lieutenant
Weber County Sheriff
721 West 12th Street
Ogden, UT 84404

6. EARLY TERMINATION.

- A. Should UC breach this Agreement or become unable to perform hereunder, Sponsor shall have the right to terminate this Agreement. Sponsor shall notify UC in writing of its intention to do so, and termination shall become effective sixty (60) days thereafter if UC is unable to cure the breach or rectify the problem.
- B. Failure of Sponsor to pay any amount required hereunder within thirty (30) days after receipt of an invoice from UC shall be cause for UC to terminate this Agreement. UC shall notify Sponsor in writing of its intention to do so, and termination shall become effective sixty (60) days thereafter if Sponsor has not made such payment in full.
- C. Termination under this Article 6 does not relieve Sponsor of the obligation to reimburse all costs and non-cancelable expenses and commitments incurred in the performance of the Training Program prior to termination, such reimbursement not to exceed the total project cost as specified in Exhibit A.
- D. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

7. REPORTS AND CONFIDENTIAL INFORMATION

- A. From time to time during the term of this Agreement, UC will provide Sponsor with written summaries of training progress. A final report will be provided at completion.
- B. As used herein, "Confidential Information" shall mean information or data, relating to the Training Program that originates with either party and is disclosed or provided to the other. The recipient may use the originator's Confidential Information for purposes of this Agreement, but agrees neither to use for any other purpose nor to disclose or provide such Confidential Information to any third party at any time during the term of this Agreement or thereafter, except to the extent that such Confidential Information was demonstrably known to the recipient from sources other than the originator prior to its disclosure hereunder; or to the extent that such Confidential Information was or is public knowledge prior to or after its disclosure, other than through acts or omissions attributable to the recipient; or to the extent that such Confidential Information was disclosed or provided to the recipient by a third party who did not derive such information from the originator; or to the extent that disclosure is required by law. The parties acknowledge that UC is a state entity subject to Section 149.43 of the Ohio Revised Code. To the extent disclosure is required by law or judicial process, UC shall notify Sponsor in advance of releasing any Confidential Information. Reasonable efforts shall be made to provide this notice in sufficient time to allow the Sponsor to seek an appropriate protective order or modification of any disclosure. Obligations of confidentiality set out in this Section 7 shall survive the expiration or termination of this Agreement.

8. PUBLICATIONS. UC reserves the right to publish the results of its research on the Training Program.

9. INTELLECTUAL PROPERTY.

- A. Title to any UC intellectual property, including copyrights or copyrightable material produced in the performance of the Training Program, shall remain with UC. UC shall grant to the Sponsor a revocable, royalty-free, non-transferable, non-exclusive license to use and reproduce such copyrightable materials, including computer software and its documentation specified to be developed and delivered under the Statement of Work, for Sponsor's internal, non-commercial purposes.
- B. All licenses granted pursuant to this Article 9 become effective as of the date the parties sign a subsequent license agreement.

10. **USE OF NAMES.** Neither party will use the name or trademarks of the other in any advertising or other form of publicity without the written permission of the other. If permission is sought to use trademarks, the Director of Licensing will need to be notified.
11. **HUMAN STUDIES.** Any use of human subjects in the performance of research hereunder shall comply with all applicable laws and government regulations, including any required approvals by an institutional review board.
12. **NOTICES.** Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail (air mail if not domestic) addressed to the parties as follows:

SPONSOR

Brian Braggs
Lieutenant
Weber County Sheriff's Office
721 West 12th Street
Ogden, UT 84404

Phone : 801-629-8221
Fax :
E-mail : bbaggs@co.weber.ut.us

UNIVERSITY OF CINCINNATI

David S. Gearing, Sr., MHA
Director, Grants and Contracts
Sponsored Research Services
51 Goodman Drive, Suite 530
Cincinnati, Ohio 45221-0222

Phone : (513) 556-5969
Fax : (513) 556-4346
E-mail : ospaward@uc.edu

With copy to:
University of Cincinnati
Office of General Counsel
368 University Hall
51 Goodman Avenue
PO Box 210661
Cincinnati, Ohio 45221-0661

In the event notices, statements, and payments required under this Agreement are sent by certified or registered mail by one party to the other party at its above address, they shall be deemed to have been given or made as of the date so mailed, otherwise as of the date received.

13. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. This Agreement shall not be assignable by either party without the prior written consent of the other party.
14. **DISPUTE RESOLUTION.** Should a dispute arise under this contract, the parties agree to undertake a good faith effort to mediate the dispute for a period of ninety (90) days prior to taking any legal action. Parties have agreed to remain silent on governing law.
15. **GOVERNING LANGUAGE.** In the event that a translation of this agreement is prepared and signed by the parties for the convenience of the sponsor, this English language version shall be the official version and shall govern if there is a conflict between the two.
16. **FORCE MAJEURE.** UC shall not be responsible to the Sponsor for failure to perform any of the obligations imposed by this agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of UC.

17. **WARRANTY DISCLAIMER.** Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, sold or otherwise disposed of hereunder, or under any license that may be granted, is or will be free from infringement of patents, copyrights and trademarks of third parties; an obligation to bring or prosecute actions or suits against third parties for infringement; conferring rights to use in advertising, publicity or otherwise any trademark or the name of UC. Except as expressly set forth in this Agreement, **UC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE LICENSED PRODUCT WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR TRADEMARK OR OTHER RIGHTS, AND ANY ACTIVITY PERFORMED OR DELIVERABLE PROVIDED HEREUNDER SHALL BE FREE OF INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.**
18. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between UC and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.
19. **NO WAIVER.** The failure of a party to exercise any right or to demand the performance by the other party of duties required under this Agreement shall not constitute a waiver of any rights or obligations provided for herein.
20. **LIABILITY.** Each party agrees to be solely responsible for its negligent acts or omissions in the performance of its activities hereunder and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The parties agree that this section is only a statement setting forth the limited responsibility of each party for its own acts of negligence or willful malfeasance, and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless the other party or any third party. The parties further agree that nothing contained herein shall be construed or interpreted as UC consenting to be sued or waiving its sovereign immunity or denying any remedy or defense available under the laws of the State of Ohio.
21. **INSURANCE.**

The UC, through its Office of Risk Management and Insurance, now has and will maintain during the term of the contract a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to the UC and its employees, agents and volunteers, while acting on the UC's behalf.

The primary level of insurance for general and professional (patient care) liability is provided through a self-insurance program, consisting of trust funds maintained by an independent trustee and actuarially supported to liability limits of \$100,000 per occurrence for general liability and \$4 Million per occurrence for professional liability. The funds' financial soundness is reviewed and certified annually by an outside actuarial firm. UC also participates in a self-insurance program among several state universities in Ohio for automobile liability and general liability insurance coverages. Because the primary level of coverage is through self-insurance, there is no "Certificate of Insurance" for this coverage, and additional insured parties cannot be named.

Workers Compensation Insurance for UC employees is provided through the state fund. UC has been assigned a "Workers' Compensation Risk Number"; a certificate for that coverage is available upon request.

22. DEFAULT. In the event of default by either party in the performance of any of the terms and conditions of this agreement, the other party may give written notice of such default to the defaulting party. If the default is not resolved within ten days of receipt of notice, this agreement may be terminated immediately as set forth in Article 6.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all counterparts put together shall constitute one and the same agreement. The parties agree that this Agreement may be executed and transmitted by facsimile or electronically and a facsimile or signed electronic copy shall be as enforceable as an original.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives to be effective as of the Effective Date.

COUNTY OF WEBER

UNIVERSITY OF CINCINNATI

By: _____

By: _____

Name: _____

Name: David S. Gearing, Sr., MHA

Title: _____

Title: Director, SRS Grants and Contracts

Date: _____

Date: October 12, 2020

EIN: _____

EIN: 31-6000989

DUNS: _____

DUNS: 041064767

Exhibit A

Scope of Work

The University of Cincinnati Corrections Institute (UCCI), will provide:

Training Costs:

- One, 2-day training of trainers for up to 30 staff on Core Correctional Practices (CCP) for a fixed amount of \$10,500.
- One, 4-day training of trainers for up to 18 staff on Cognitive-Behavioral Interventions: Core Curriculum (CBI-CC) for a fixed amount of \$18,250.
- One, 3-day training of trainers for up to 18 staff on Cognitive-Behavioral Interventions for Offenders Seeking Employment (CBI-EMP) for a fixed amount of \$14,250.
- One, 3-day training of trainers for up to 18 staff on Cognitive-Behavioral Interventions: Substance Abuse (CBI-SA) for a fixed amount of \$14,500.
- One, 5-day training of trainers for up to 12 staff on Core Correctional Practices (CCP ToT) for a fixed amount of \$19,500.
- One, 4-day training of trainers for up to 12 staff on Cognitive-Behavioral Interventions: Core Curriculum (CBI-CC ToT) Training of Trainers for a fixed amount of \$17,000.
- One, 4-day training of trainers for up to 12 staff on Cognitive-Behavioral Interventions for Offenders Seeking Employment (CBI-EMP ToT) Training of Trainers for a fixed amount of \$17,250.
- One, 4-day training of trainers for up to 12 staff on Cognitive-Behavioral Interventions: Substance Abuse (CBI-SA ToT) Training of Trainers for a fixed amount of \$17,250.

The total amount allocated to training is: \$128,500

Technical Assistance:

- **On-Site:**

Technical Assistance can be billed up to \$52,500 in year 1, \$52,500 in year 2, \$52,500 in year 3 and \$30,000 in year 4 using any combination of the following on-site or off-site options:

 - 1-day on-site visit with 1 staff for a fixed amount of \$3,250 (or 2 staff for a fixed amount of \$6,500).
 - 2-day on-site visit with 1 staff for a fixed amount of \$5,000 (or 2 staff for a fixed amount of \$9,500).
 - 3-day on-site visit with 1 staff for a fixed amount of \$6,500 (or 2 staff for a fixed amount of \$12,500).
 - 4-day on-site visit with 1 staff for a fixed amount of \$8,000 (or 2 staff for a fixed amount of \$15,250).
- **Off-site:**
 - \$125/hour consultation
 - \$500 for a video conference (up to 4 hours)

The total amount allocated for technical assistance is: \$187,500

Project and Program Management and Evaluation:

- Dr. Jamie Newsome will provide yearly effort over the 4 years overseeing all aspects of the project including technical assistance and research and reporting efforts.
- Kelly Pitocco will provide effort yearly over the 4 years of the project to oversee all program implementation efforts including training and technical assistance.
- Eric Willoughby will provide effort yearly over the 4 years of the project to help with the training, technical assistance and report writing.
- An additional UCCI staff member will also provide yearly effort over the 4 years of the project to help coordinate all effort and ensure UCCI is meeting all deadlines.

The total amount allocated for salaries and benefits is: \$105,337

The total amount on the contract is **\$421,337** over the 4-year period. Costs are fixed prices, inclusive of salaries and benefits, travel accommodations and expenses, training material production and shipment, and administrative costs.

Payment Schedule

The University of Cincinnati will submit an invoice on a quarterly basis with deliverables and effort completed for that specific time.

Appendix 1

Memorandum of Understanding (MOU)

**UNIVERSITY OF CINCINNATI (UC)
CORE CORRECTIONAL PRACTICES (CCP)
TRAIN-OF-TRAINERS (TOT) MEMORANDUM OF UNDERSTANDING**

Under this Agreement, _____ (PRINT AGENCY TRAINER NAME), from _____ (PRINT AGENCY NAME), I consent to the following:

- (a) I acknowledge and understand UC's *Core Correctional Practices* (CCP) Training-of-trainers protocol as outlined in the attached description.
- (b) I forfeit all rights to train UC's *Core Correctional Practices* (CCP) material upon termination of employment with the contracting agency, full-time, part-time or contractual, unless specific permission is granted by the University of Cincinnati Corrections Institute (UCCI).
- (c) I will not train UC's *Core Correctional Practices* (CCP) outside of my employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by the University of Cincinnati Corrections Institute (UCCI).
- (d) Upon completion of each training session, I will submit the names/titles/email addresses of all trainees who completed the full end user training (if applicable, identifying pass/fail status of certification exam) to the University of Cincinnati Corrections Institute (UCCI) via email at corrections.institute@uc.edu.
- (e) I recognize that the University of Cincinnati holds ownership and copyright of UC's *Core Correctional Practices* (CCP) curriculum, and as such I will abide by all copyright laws and restrictions as outlined by the curriculum.

Trainee

Date

University of Cincinnati Representative

Date

Core Correctional Practices (CCP) Training-of-Trainers (ToT) Protocol

The University of Cincinnati Corrections Institute (UCCI) offers a Train of Trainer (ToT) process for UC's *Core Correctional Practices* training (CCP). As such, agencies and organizations can develop internal capacity and sustain long-term use of CCP's within the provision of services. A description of the ToT process, the staff selection and certification criteria, and costs are outlined below.

General Description of Training-of-Trainers

The CCP ToT is a 5-day training that prepares staff previously trained in CCP to train other staff. UCCI-approved Master Trainers provide the ToT training. The maximum number of ToT training participants is 6 individuals for each master trainer.

The training covers CCP training logistics, content and strategies. It also provides the opportunity for each participant to practice delivering training via teach backs and a live end-user session. The full training is designed to allow the participant to demonstrate the essential CCP trainer lessons, during which Master Trainers measure participant ability to deliver the training. At the end of the ToT training, participants will be administered a written examination. The exam tests on specific training content learned throughout the training, as well as the trainer's knowledge of CCP and their application.

ToT Selection Criteria

To be selected for this training, staff must meet the following requirements:

- 1) Attended and participated in a 2-day CCP end-user training as conducted by a UCCI certified CCP trainer; and
- 2) Demonstrate an understanding of CCP concepts, tools, and applications.

ToT Participant Selection Guidelines

In addition to attending the initial end user 2-day CCP training individuals selected to attend ToT training should:

- 1) Possess skill and comfort with public speaking, preferably with experience conducting trainings;¹
- 2) Demonstrate a thorough understanding of cognitive-behavioral interventions, core correctional practices, and evidence-based strategies for correctional treatment;
- 3) Value and skillfully these correctional practices in their daily interactions with offenders;
- 4) Have a flexible schedule that allows for training time, supported by your organization;
- 5) Be a reliable and long-term employee within your agency; and
- 6) Express interest and enthusiasm in becoming a trainer.

ToT Participant Certification

Based upon training participation and training ratings and written examination scores, ToT participants will be classified into one of three categories: 1) Certified Trainer; 2) Co-Trainer; or 3) Uncertified.

Upon receiving certification status from UCCI the training and receiving acceptable scores on teach-backs and the exam, Certified Trainers may begin training CCP within their agency immediately. If a participant does not meet the expectations needed to be certified, the individual may be considered a Co-Trainer. These individuals require additional practice delivering the material or learning the key concepts and must co-train with a Certified Trainer until deemed appropriate for certification by the Master Trainer and approved by UCCI (process and pricing to be determined on an individual basis).

Uncertified participants are individuals who were unable to successfully complete the training requirements. Cases are rare when an individual is appropriately selected for the training and then does not demonstrate the necessary skills for certification. However, if the UCCI Master Trainer, via objective

¹ The CCP ToT will focus on the content of the training rather than teaching general skills in effective training or adult learning.

evidence, determines a participant is unable to demonstrate the necessary trainer skills needed, the person will not be certified.

To be certified as either a Certified Trainer or a Co-Trainer, ToT participants must:

- 1) Attend the entire 5-day ToT Training (3-days in class with a UCCI Master Trainer and 2-days delivering the live end-user training under the observation of UCCI Master Trainer²);
- 2) Fully participate in the 5-day training process;
- 3) Pass the written examination; and
- 4) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material.

ToT Training Agreement and MOU

Individuals certified as Trainers on this program are only permitted to train within the scope of their employment with the contracting agency. **Individuals are not permitted to train outside of their employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by UCCI.** Any exceptions to this must be granted by UCCI. If a certified trainer is no longer with the contracting agency, they forfeit all rights to train the material unless specific permission is granted by UCCI. All trainers are required to sign the following MOU (last page of this document) at the time of the training which outlines these restrictions. If participants do not sign the agreement, they will not be certified. Request for special permission may be submitted to correction.institute@uc.edu

² The agency is responsible for organizing the 2-day live end-user training and responsible for providing the training materials needed for the 2-day live end-user portion. UCCI will supply electronic versions of the material along with assembly instructions for the manuals.

**UNIVERSITY OF CINCINNATI (UC)
COGNITIVE BEHAVIORAL INTERVENTIONS – A COMPREHENSIVE CURRICULUM
(CBI-CC)
TRAINING-OF-TRAINERS (TOT) MEMORANDUM OF UNDERSTANDING**

Under this Agreement, _____ (PRINT AGENCY TRAINER NAME), from _____ (PRINT AGENCY NAME), I consent to the following:

- (f) I acknowledge and understand UC’s *Cognitive Behavioral Interventions – A Comprehensive Curriculum* (CBI-CC) Train-of-trainer protocol as outlined in the attached description.
- (g) I forfeit all rights to train UC’s *Cognitive Behavioral Interventions – A Comprehensive Curriculum* (CBI-CC) material upon termination of employment with the contracting agency, full-time, part-time or contractual, unless specific permission is granted by the University of Cincinnati Corrections Institute (UCCI).
- (h) I will not train UC’s *Cognitive Behavioral Interventions – A Comprehensive Curriculum* (CBI-CC) outside of my employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by the University of Cincinnati Corrections Institute (UCCI).
- (i) Upon completion of each training session, I will submit the names/titles/email addresses of all trainees who completed the full end user training (if applicable, identifying pass/fail status of certification exam) to the University of Cincinnati Corrections Institute (UCCI) via email at corrections.institute@uc.edu.
- (j) I recognize that the University of Cincinnati holds ownership and copyright of UC’s *Cognitive Behavioral Interventions – A Comprehensive Curriculum* (CBI-CC) curriculum, and as such I will abide by all copyright laws and restrictions as outlined by the curriculum.

Trainee

Date

University of Cincinnati Representative

Date

Cognitive Behavioral Interventions – A Comprehensive Curriculum (CBI-CC) Training-of-Trainers Protocol

The University of Cincinnati Corrections Institute (UCCI) offers a Training of Trainers (ToT) process for *Cognitive Behavioral Interventions – A Comprehensive Curriculum* (CBI-CC). As such, agencies and organizations can develop internal capacity and sustain long-term use of the curriculum within the provision of services. A description of the ToT process, the staff selection and certification criteria, and costs are outlined below.

General Description of Training-of-Trainers

The CBI-CC ToT is a 4-day training that prepares previously trained experienced facilitators in CBI-CC to train other staff. UCCI-approved Master Trainers provide the ToT training. The maximum number of ToT training participants is 6 individuals per each master trainer.

The training covers CBI-CC training logistics, content and strategies, practices by trainees via teach-back activities. Teach-backs are participant practice demonstrations of the core CBI-CC trainer lessons, during which Master Trainers determine participant ability to deliver the sessions. At the end of the ToT training, participants will be administered a written examination. The exam tests participant's knowledge of basic cognitive-behavioral theory components, effective group facilitation skills, and the CBI-CC curriculum.

ToT Selection Criteria

To be eligible for this training, staff must have:

- 3) Attended and participated in a CBI-CC end-user training as conducted by a UCCI certified CBI-CC trainer.
- 4) Facilitated at least two full cycles of the CBI-CC curriculum. 3

ToT Participant Selection Guidelines

In addition to attending the facilitator training and conducting two full CBI-CC cycles, individuals selected to attend ToT training should:

- 7) Possess skill and comfort with public speaking, preferably with experience conducting trainings;⁴
- 8) Demonstrate a thorough understanding of cognitive behavioral theory and evidence-based strategies for correctional treatment;
- 9) Value the use of cognitive behavioral strategies in treating individuals; able to deliver high fidelity cognitive-behavior programming;
- 10) Have a flexible schedule that allows for training time, supported by your organization;
- 11) Be a reliable and long-term employee within your agency; and
- 12) Express interest and enthusiasm in becoming a trainer.

ToT Participant Certification

Based upon training participation, training ratings and written examination scores, ToT participants will be classified into one of three categories: 1) Certified Lead Trainer; 2) Co-Trainer; or 3) Uncertified.

Upon receiving notification by UCCI that the trainee has acceptable scores on teach-backs and the exam, Certified Trainers may begin training CBI-CC facilitators. If a participant does not meet the expectations needed to be certified, the individual may be classified as a Co-Trainer. These individuals require additional practice delivering the material or learning the key concepts and must co-train with a Certified Trainer until deemed appropriate for certification by the Master Trainer and approved by UCCI (process and pricing to be determined on an individual basis).

Uncertified participants are individuals who are unable to successfully complete the training

³ Facilitation of two complete cycles must occur prior to the ToT to be eligible to participate in the ToT. Cycles may be conducted simultaneously, but it is recommended they be conducted consecutively. ² The CBI-CC ToT focuses on the content of the training, not general training skills or adult learning.

⁴ The CBI-CC ToT focuses on the content of the training, not general training skills or adult learning.

requirements. Cases are rare when an individual is appropriately selected for the training and then does not demonstrate the necessary skills for certification. However, if the Master Trainer, via objective evidence, determines a participant is unable to demonstrate the necessary trainer skills needed, the person will not be certified.

To be certified as either a Certified Lead Trainer or a Co-Trainer, ToT participants must:

- 5) Attend the entire 4-day ToT Training;
- 6) Fully participate in the 4-day training process;
- 7) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material; and
- 8) Pass the written ToT examination.

ToT Training Agreement and MOU

Individuals certified as Trainers on this program are only permitted to train within the scope of their employment with the contracting agency. **Individuals are not permitted to train outside of their employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by UCCI.** Any exceptions to this must be granted by UCCI. Request for special permission may be submitted to corrections.institute@uc.edu . If a certified trainer is no longer with the contracting agency, they forfeit all rights to train the material unless specific permission is granted by UCCI. All trainers are required to sign the following MOU (last page of this document) at the time of the training which outlines these restrictions. If participants do not sign the agreement, they will not be certified.

**UNIVERSITY OF CINCINNATI (UC)
COGNITIVE BEHAVIORAL INTERVENTIONS FOR OFFENDERS SEEKING
EMPLOYMENT (CBI-EMP)
TRAINING-OF-TRAINERS (TOT) MEMORANDUM OF UNDERSTANDING**

Under this Agreement, _____ (PRINT AGENCY TRAINER NAME), from _____ (PRINT AGENCY NAME), I consent to the following:

- (k) I acknowledge and understand UC's *Cognitive Behavioral Interventions for Offenders Seeking Employment (CBI-EMP)* Train-of-trainer protocol as outlined in the attached description.
- (l) I forfeit all rights to train UC's *Cognitive Behavioral Interventions for Offenders Seeking Employment (CBI-EMP)* material upon termination of employment with the contracting agency, full-time, part-time or contractual, unless specific permission is granted by the University of Cincinnati Corrections Institute (UCCI).
- (m) I will not train UC's *Cognitive Behavioral Interventions for Offenders Seeking Employment (CBI-EMP)* outside of my employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by the University of Cincinnati Corrections Institute (UCCI).
- (n) Upon completion of each training session, I will submit the names/titles/email addresses of all trainees who completed the full end user training (if applicable, identifying pass/fail status of certification exam) to the University of Cincinnati Corrections Institute (UCCI) via email at corrections.institute@uc.edu.
- (o) I recognize that the University of Cincinnati holds ownership and copyright of UC's *Cognitive Behavioral Interventions for Offenders Seeking Employment (CBI-EMP)* curriculum, and as such I will abide by all copyright laws and restrictions as outlined by the curriculum.

Trainee

Date

University of Cincinnati Representative

Date

Cognitive Behavioral Interventions for Offenders Seeking Employment (CBI-EMP) Training-of-Trainers Protocol

The University of Cincinnati Corrections Institute (UCCI) offers a Training of Trainers (ToT) process for *Cognitive Behavioral Interventions for Offenders Seeking Employment (CBI-EMP)*. As such, agencies and organizations can develop internal capacity and sustain long-term use of the curriculum within the provision of services. A description of the TOT process, the staff selection and certification criteria, and costs are outlined below.

General Description of Training-of-Trainers

The CBI-EMP ToT is a 4-day training that prepares previously trained facilitators in CBI-EMP to train other staff. UCCI-approved Master Trainers provide the ToT training. The maximum number of ToT training participants is 12 individuals.

The training covers CBI-EMP training logistics, content and strategies, practices by trainees via teach-back activities. Teach-backs are participant practice demonstrations of the core CBI-EMP trainer lessons, during which Master Trainers determine participant ability to deliver the sessions. At the end of the ToT training, participants will be administered a written examination. The exam tests participant's knowledge of basic cognitive-behavioral theory components, effective group facilitation skills, and the CBI-EMP curriculum.

ToT Selection Criteria

To be selected for this training, staff must have:

- 5) Attended and participated in the 3-day CBI-EMP end-user training as conducted by a UCCI certified CBI-EMP trainer.
- 6) Facilitated at least two full cycles of the CBI-EMP curriculum. 5

ToT Participant Selection Guidelines

In addition to attending the facilitator training and conducting two full CBI-EMP cycles, individuals selected to attend ToT training should:

- 13) Possess skill and comfort with public speaking, preferably with experience conducting trainings;⁶
- 14) Demonstrate a thorough understanding of cognitive behavioral theory and evidence-based strategies for correctional treatment;
- 15) Value the use of cognitive behavioral strategies in treating individuals;
- 16) Have a flexible schedule that allows for training time, supported by your organization;
- 17) Be a reliable and long-term employee within your agency; and
- 18) Express interest and enthusiasm in becoming a trainer.

ToT Participant Certification

Based upon training participation, training ratings and written examination scores, TOT participants will be classified into one of three categories: 1) Certified Trainer; 2) Co-Trainer; or 3) Uncertified.

After completing the training and receiving acceptable scores on teach-backs and the exam, Certified Trainers may begin training CBI-EMP facilitators. If a participant does not meet the expectations needed to be certified, the individual may be classified as a Co-Trainer. These individuals require additional practice delivering the material or learning the key concepts and must co-train with a Certified Trainer until deemed appropriate for certification by the Master Trainer and approved by UCCI (process and pricing to be determined on an individual basis).

Uncertified participants are individuals who are unable to successfully complete the training

⁵ Facilitation of two complete cycles must occur prior to the TOT to be eligible to participate in the TOT. Cycles may be conducted simultaneously, but it is recommended they be conducted consecutively. ² The CBI-EMP TOT focuses on the content of the training, not general training skills or adult learning.

⁶ The CBI-EMP TOT focuses on the content of the training, not general training skills or adult learning.

requirements. Cases are rare when an individual is appropriately selected for the training and then does not demonstrate the necessary skills for certification. However, if the Master Trainer, via objective evidence, determines a participant is unable to demonstrate the necessary trainer skills needed, the person will not be certified.

To be certified as either a Certified Trainer or a Co-Trainer, ToT participants must:

- 9) Attend the entire 4-day ToT Training;
- 10) Fully participate in the 4-day training process;
- 11) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material; and
- 12) Pass the written ToT examination.

ToT Training Agreement and MOU

Individuals certified as Trainers on this program are only permitted to train within the scope of their employment with the contracting agency. **Individuals are not permitted to train outside of their employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by UCCI.** Any exceptions to this must be granted by UCCI. If a certified trainer is no longer with the contracting agency, they forfeit all rights to train the material unless specific permission is granted by UCCI. All trainers are required to sign the following MOU (last page of this document) at the time of the training which outlines these restrictions. If participants do not sign the agreement, they will not be certified.

**UNIVERSITY OF CINCINNATI (UC)
COGNITIVE BEHAVIORAL INTERVENTIONS FOR SUBSTANCE ABUSE (CBI-SA)
TRAINING-OF-TRAINERS (TOT) MEMORANDUM OF UNDERSTANDING**

Under this Agreement, _____ (PRINT AGENCY TRAINER NAME), from _____ (PRINT AGENCY NAME), I consent to the following:

- (p) I acknowledge and understand UC's *Cognitive Behavioral Interventions for Substance Abuse* (CBI-SA) Train-of-trainer protocol as outlined in the attached description.
- (q) I forfeit all rights to train UC's *Cognitive Behavioral Interventions for Substance Abuse* (CBI-SA) material upon termination of employment with the contracting agency, full-time, part-time or contractual, unless specific permission is granted by the University of Cincinnati Corrections Institute (UCCI).
- (r) I will not train UC's *Cognitive Behavioral Interventions for Substance Abuse* (CBI-SA) outside of my employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by the University of Cincinnati Corrections Institute (UCCI).
- (s) Upon completion of each training session, I will submit the names/titles/email addresses of all trainees who completed the full end user training (if applicable, identifying pass/fail status of certification exam) to the University of Cincinnati Corrections Institute (UCCI) via email at corrections.institute@uc.edu.
- (t) I recognize that the University of Cincinnati holds ownership and copyright of UC's *Cognitive Behavioral Interventions for Substance Abuse* (CBI-SA) curriculum, and as such I will abide by all copyright laws and restrictions as outlined by the curriculum.

Trainee

Date

University of Cincinnati Representative

Date

Cognitive Behavioral Interventions for Substance Abuse (CBI-SA) Training-of-Trainers Protocol

The University of Cincinnati Corrections Institute (UCCI) offers a Training of Trainers (ToT) process for *Cognitive Behavioral Interventions for Substance Abuse* (CBI-SA). As such, agencies and organizations can develop internal capacity and sustain long-term use of the curriculum within the provision of services. A description of the ToT process, the staff selection and certification criteria, and costs are outlined below.

General Description of Training-of-Trainers

The CBI-SA ToT is a 4-day training that prepares previously trained facilitators in CBI-SA to train other staff. UCCI-approved Master Trainers provide the ToT training. The maximum number of ToT training participants is 12 individuals.

The training covers CBI-SA training logistics, content and strategies, practices by trainees via teach-back activities. Teach-backs are participant practice demonstrations of the core CBI-SA trainer lessons, during which Master Trainers determine participant ability to deliver the sessions. At the end of the ToT training, participants will be administered a written examination. The exam tests participant's knowledge of basic cognitive-behavioral theory components, effective group facilitation skills, and the CBI-SA curriculum.

ToT Selection Criteria

To be selected for this training, staff must have:

- 7) Attended and participated in a CBI-SA end-user training as conducted by a UCCI certified CBI-SA trainer.
- 8) Facilitated at least two full cycles of the CBI-SA curriculum. 7

ToT Participant Selection Guidelines

In addition to attending the facilitator training and conducting a full CBI-SA cycle, individuals selected to attend ToT training should:

- 19) Possess skill and comfort with public speaking, preferably with experience conducting trainings;
- 20) Demonstrate a thorough understanding of cognitive behavioral theory and evidence-based strategies for correctional treatment;
- 21) Value the use of cognitive behavioral strategies in treating individuals;
- 22) Have a flexible schedule that allows for training time, supported by your organization;
- 23) Be a reliable and long-term employee within your agency; and
- 24) Express interest and enthusiasm in becoming a trainer.

ToT Participant Certification

Based upon training participation, training ratings and written examination scores, ToT participants will be classified into one of three categories: 1) Certified Trainer; 2) Co-Trainer; or 3) Uncertified.

After completing the training and receiving acceptable scores on teach-backs and the exam, Certified

7 Facilitation of two complete cycles must occur prior to the ToT to be eligible to participate in the ToT. Cycles may be conducted simultaneously, but it is recommended they be conducted consecutively. 2 The CBI-SA ToT focuses on the content of the training, not general training skills or adult learning.

8 The CBI-SA ToT focuses on the content of the training, not general training skills or adult learning.

Trainers may begin training CBI-SA facilitators. If a participant does not meet the expectations needed to be certified, the individual may be classified as a Co-Trainer. These individuals require additional practice delivering the material or learning the key concepts and must co-train with a Certified Trainer until deemed appropriate for certification by the Master Trainer and approved by UCCI (process and pricing to be determined on an individual basis).

Uncertified participants are individuals who are unable to successfully complete the training requirements. Cases are rare when an individual is appropriately selected for the training and then does not demonstrate the necessary skills for certification. However, if the Master Trainer, via objective evidence, determines a participant is unable to demonstrate the necessary trainer skills needed, the person will not be certified.

To be certified as either a Certified Trainer or a Co-Trainer, ToT participants must:

- 13) Attend the entire 4-day ToT Training;
- 14) Fully participate in the 4-day training process;
- 15) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material; and
- 16) Pass the written ToT examination.

ToT Training Agreement and MOU

Individuals certified as Trainers on this program are only permitted to train within the scope of their employment with the contracting agency. **Individuals are not permitted to train outside of their employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by UCCI.** Any exceptions to this must be granted by UCCI. If a certified trainer is no longer with the contracting agency, they forfeit all rights to train the material unless specific permission is granted by UCCI. All trainers are required to sign the following MOU (last page of this document) at the time of the training which outlines these restrictions. If participants do not sign the agreement, they will not be certified.

Exhibit B

UNIVERSITY OF CINCINNATI'S EXCEPTIONS TO FEDERAL PRIME AWARD 2019-RW-BX-0004

The Parties agree that the following terms of the Prime Agreement (attached hereto as Exhibit B), as applicable to University of Cincinnati, are revised as follows:

Article 47 Special Condition - Submission of BJA published materials University of Cincinnati Corrections Institution: The recipient agrees to submit to BJA for review and comment 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. 2019-RW-BX-0004 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the U.S. 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 OJP Financial Guide provides guidance on allowable printing and publication activities. In the event that BJA asks to defer publication, UCCI shall not publish or otherwise disclose to any third party any of the information contained in the manuscript until such a time as a patent application has been filed or the expiration of sixty (60) days after the date of submission of the manuscript to BJA, whichever occurs first. Total delay period shall not exceed 90 days.

EXHIBIT C

FEDERAL PRIME AWARD



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 26, 2019

Chairman James H. Harvey
County of Weber
2380 Washington Boulevard
Ogden, UT 84401

Dear Chairman Harvey:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Improving Reentry for Adults with Co-occurring Substance Abuse and Mental Illness in the amount of \$999,999 for County of Weber.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Jennifer Lewis, Program Manager at (202) 305-8064; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 26, 2019

Chairman James H. Harvey
County of Weber
2380 Washington Boulevard
Ogden, UT 84401

Dear Chairman Harvey:

Congratulations on your recent award! 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 Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other 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 non-discriminatory 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). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other 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 let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Weber 2380 Washington Boulevard Ogden, UT 84401		4. AWARD NUMBER: 2019-RW-BX-0004	
		5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023	
2a. GRANTEE IRS/VENDOR NO. 876000309		6. AWARD DATE 09/26/2019	7. ACTION Initial
2b. GRANTEE DUNS NO. 073101917		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Weber Addictions and Reentry Program (WARP)		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 999,999	
		11. TOTAL AWARD \$ 999,999	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - SCA Treatment & Justice Collaboration) 34 USC 60521; Pub. L. No. 116-6, 133 Stat 13, 114			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.812 - Second Chance Act Reentry Initiative			
15. METHOD OF PAYMENT GPRS			
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL James H. Harvey Chairman, County Commission	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
[REDACTED] AGENCY USE ONLY [REDACTED]			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B RW 80 00 00 999999		21. URWUGT1607	



U.S. Department of Justice
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**AWARD CONTINUATION
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PROJECT NUMBER 2019-RW-BX-0004

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SPECIAL CONDITIONS

1. 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. 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 all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - - may result in the Office of Justice Programs ("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. The U.S. Department of Justice ("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.

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 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 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 2019 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. 200.333.

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.



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PROJECT NUMBER 2019-RW-BX-0004

AWARD DATE 09/26/2019

SPECIAL CONDITIONS

3. 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.

4. 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.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, 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. 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.



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SPECIAL CONDITIONS

7. 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 adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. 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).



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Office of Justice Programs
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SPECIAL CONDITIONS

9. 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) and (2).

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) and (2) 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) and (2).

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



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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) and (2).

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.

10. 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 200.79) 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.

11. 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.

12. 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.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

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. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. 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.



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14. 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.

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. 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").

17. 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.

18. 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://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. 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.

20. 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.

21. 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.

22. 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."

23. 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.



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24. 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.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

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, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.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.

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

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. 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.



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28. 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.

29. 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.

30. 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.



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31. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(4) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(5) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(6) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).



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(7) "Immigration status" means what it means under 8 U.S.C. 1373; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(8) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

32. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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33. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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34. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

35. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

36. 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.



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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. 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.

39. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

40. 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.

41. 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.

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



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SPECIAL CONDITIONS

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 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 \$25,000, 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).

44. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

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

46. 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.

47. 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. 2019-RW-BX-0004 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.



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SPECIAL CONDITIONS

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. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
50. The recipient agrees to notify BJA of any change in the status or duties of the collaborating agency partners or key individuals involved in implementing the activities under this award.
51. The recipient may incur obligations, expend, and draw down funds in an amount not to exceed \$150,000 for the sole purpose of completing the Planning and Implementation Guide within 12 months of the project period start date. The grantee is not authorized to incur any additional obligations, make any additional expenditures, or drawdown any additional funds until BJA has reviewed and approved the grant recipient's completed Planning and Implementation Guide and has issued a Grant Adjustment Notice (GAN) removing this condition.



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SPECIAL CONDITIONS

52. Withholding of funds: Subrecipient monitoring policies

The recipient's response to the Subrecipient Management and Monitoring question(s) of the Financial Management and System of Internal Controls Questionnaire indicates that the recipient may not have controls in place to monitor the activities of any subrecipient, as necessary, to ensure that the subaward is used for authorized purposes in compliance with Federal laws, regulations, and the terms and conditions of the subaward and that subaward performance goals are achieved. (See 2 CFR 200.331(d)). The recipient agrees to submit a copy of its subrecipient monitoring policies and procedures to the OJP program office.

If the recipient anticipates that it will not make a subaward under this award then, instead of submitting subrecipient monitoring policies and procedures, the recipient agrees that it must advise OJP in writing that it does not intend to make a subaward under this award.

The recipient may not obligate, expend, or draw down funds under this award until either-- (1) the OJP program office has received, and OJP has reviewed and approved, the subrecipient monitoring policies and procedures, or (2) the OJP program office has received and considered the recipient's written communication and has agreed (for purposes of federal grants administrative requirements) that no subawards are anticipated under this award – and a Grant Adjustment Notice has been issued to remove this condition.

The recipient understands and agrees that it is obligated to immediately notify the OJP grant manager in writing of any later change in its plan to make or not make a subaward under this award.

53. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for County of Weber

Awards under this program will be used to develop reentry programs that target adult offenders with co-occurring substance abuse and mental illness. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which 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.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations.



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GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

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This project is supported under FY19(BJA - SCA Treatment & Justice Collaboration) 34 USC 60521; Pub. L. No. 116-6, 133 Stat 13, 114

1. STAFF CONTACT (Name & telephone number)

Jennifer Lewis
(202) 305-8064

2. PROJECT DIRECTOR (Name, address & telephone number)

Brian Baggs
Lieutenant
2380 Washington Blvd.
Ogden, UT 84401
(801) 791-9798

3a. TITLE OF THE PROGRAM

Category 2: Units or Components of County or City Local Government Agencies Serving Adult Offenders

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Weber Addictions and Reentry Program (WARP)

5. NAME & ADDRESS OF GRANTEE

County of Weber
2380 Washington Boulevard
Ogden, UT 84401

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2023

9. AMOUNT OF AWARD

\$ 999,999

10. DATE OF AWARD

09/26/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Improving Reentry for Adults with Co-occurring Substance Abuse and Mental Illness Program improves provision of services to offenders with co-occurring substance abuse and mental illness (CSAMI) when they leave incarceration to reenter the community, which in turn will help to reduce recidivism and promote public safety. Specifically, its goal is to improve access to and delivery of standardized screening and assessment, collaborative comprehensive case management, and pre- and post-release programming for returning inmates that address criminogenic risk and needs, including treatment and services that address mental illness and substance abuse.

The program prioritizes coordination among corrections, substance abuse, and mental health treatment providers, as well as correctional health, and parole or probation services, which enables the development of collaborative comprehensive case plans that address criminogenic risk, substance abuse, and mental health needs.

The County of Weber will use funds for the expansion and evaluation of the Weber Addictions and Reentry Program (WARP). The purpose of WARP is to provide effective, cognitive-behavioral reentry services to offenders in Weber County. The program will serve 150 participants.

CA/NCF