



**District Attorney  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** September 11, 2018

|   |     |                                     |     |                                     |
|---|-----|-------------------------------------|-----|-------------------------------------|
| Public Hearing Required   | Yes | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| Scheduled Public Hearing w/Clerk  | Yes | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| Published Notice Required   | Yes | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| Advertised Published Notice   | Yes | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| County Counsel Sign Off   | Yes | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| Meet & Confer Required  | Yes | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| Electronic file(s) has been sent  | Yes | <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/>            |
| Budget Transfer (Aud 308) attached  | Yes | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| Personnel Resolution attached   | Yes | <input type="checkbox"/>            | N/A | <input checked="" type="checkbox"/> |
| Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s) | Yes | <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/>            |
| CONTACT PERSON: Dan Underwood    PHONE: 636-5494                                      |     |                                     |     |                                     |

**SUBJECT:** Approve a Grant Subaward with the California Governor's Office of Emergency Services.

**REQUEST(S):**

That the Board of Supervisors:

1. Approve the Grant Subaward with the California Governor's Office of Emergency Services for the Unserved/Underserved Victim Advocacy and Outreach Program in the amount of \$175,000 with a \$43,750 match, for the period of October 1, 2018 through September 30, 2019.
2. Authorize the Chairman to sign the Grant Subaward Face Sheet, the Certification of Assurance of Compliance, and the Subrecipient Grants Management Assessment Form.
3. Authorize the County Administrative Officer or his designee to sign the Certification of Assurance of Compliance.
4. Authorize the signatures of the District Attorney, or designated staff, including the Project Director, Financial Officer, and their signature designees, on the Signature Authorization form.
5. Recognize the Chair of the Tulare County Board of Supervisors as having authority to submit the application for the Unserved/Underserved Victim Advocacy and Outreach Program to the California Governor's Office of Emergency Services, and as having authority to execute on behalf of the County of Tulare the attached Grant Subaward, including any extensions or amendments thereof.

**SUBJECT:** Approve a Grant Subaward with the California Governor's Office of Emergency Services.

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6. Agree to provide all matching funds required for the project, including any extensions or amendments thereof.
7. Agree to abide by the rules and regulations of the California Governor's Office of Emergency Services.
8. Agree that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**SUMMARY:**

The California Governor's Office of Emergency Services (Cal OES) funds the Unserved/Underserved Victim Advocacy and Outreach Program (UV Program) through Federal Victim of Crime Act (VOCA) funds.

The purpose of the UV Program is to enhance the safety of unserved/underserved victims of crime in Tulare County. The program funds Victim Witness Workers (also called "Advocates") dedicated to the Spanish-only speaking population, which are determined to be the underserved victims in Tulare County. Advocates coordinate direct services among local agencies, while implementing an outreach and awareness program to teach the underserved population ways to avoid becoming victims of crime, and making them aware of victim services available to them.

The UV Program grant funds three full time Victim Witness Workers (also referred to as "Advocates"), along with operational costs including training, travel and informational brochures.

Our office is submitting a renewal application for year three of this five year funding cycle. The agreement becomes the final award once countersigned, so there will not be a follow up agreement.

Due to the grant's non-traditional fiscal year approximately 75% of the grant will be spent in Fiscal Year 18/19, and approximately 25% will be spent in Fiscal Year 19/20.

A prior agreement, identical except for the term and dollar value, was approved as to form by County Counsel on March 1, 2017, and was approved by the Board of Supervisors on March 14, 2017. The substantive deviations from the standard County boilerplate identified in the prior agenda item were:

1. County must indemnify State;
2. State may terminate immediately for cause;
3. County must sign first;
4. Department of Justice may terminate immediately for cause;
5. County must allow timely and reasonable access to records pertinent to the award for at least 3 years after submission of final expenditure report, and as long as the records are retained thereafter;

**SUBJECT:** Approve a Grant Subaward with the California Governor's Office of Emergency Services.

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6. County may only impose federal record retention requirements as described in 2 C.F.R. 200.333 on any sub recipients of award funds; and
7. Agreement is contingent on availability of funds.

The proposed renewal agreement does not include any additional deviations from the standard County boilerplate. The only changes from the prior agreement are to the time period of the agreement, from April 1, 2017 through September 30, 2018, to October 1, 2018 through June 30, 2019, and the dollar amount of the agreement, from \$328,125 to \$218,750. The price for services has not changed.

It should be noted that the large difference between last year's funding and this year's funding is due to Cal OES designating last year as an 18 month program, versus the traditional 12 month program this year.

**FISCAL IMPACT/FINANCING:**

The Unserved/Underserved Victim Advocacy and Outreach Program grant for \$218,750 covers the period of October 1, 2018 through September 30, 2019. This represents an award amount of \$175,000 and the matching funds of \$43,750. The amount can be broken down into the fiscal years and periods as follows:

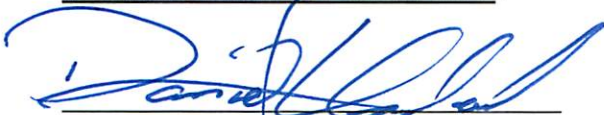
- \$164,063 has been included for FY 2018/19 (October 1, 2018 through June 30, 2019).
- \$54,687 will be included for FY 2019/20 (July 1, 2018 through September 30, 2019).

The \$164,063 amount is included in the recommended FY 2018/19 District Attorney's Department budget and the \$54,687 will be included in FY2019/20 District Attorney's Department budget. Therefore, there will be no additional Net County Cost from General Fund.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's five-year Strategic Business Plan and Management System include Safety and Security initiatives to provide for the safety and security of the public. Continued grant funding from Cal OES helps to fulfill this initiative. Through the Unserved/Underserved Victim Advocacy and Outreach Program, dedicated staff will provide services to victims of crime, including supportive services throughout the criminal justice proceedings, and by connecting them with financial assistance through the Victim Compensation and Government Claims Board.

**ADMINISTRATIVE SIGN-OFF:**



Dan Underwood  
Chief Deputy District Attorney

**SUBJECT:** Approve a Grant Subaward with the California Governor's Office of  
Emergency Services.

**DATE:** September 11, 2018

**Cc:** County Administrative Office

**Attachments:** 1) Grant Subaward Face Sheet  
2) Certification of Assurance of Compliance – VOCA Fund  
3) Subrecipient Grants Management Assessment Form  
4) Code of Federal Regulations – 200.333, 200.336, and 200.339

# BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF APPROVE A )  
 A GRANT SUBAWARD WITH ) Resolution No. \_\_\_\_\_  
 THE CALIFORNIA GOVERNOR'S ) Agreement No. \_\_\_\_\_  
 OFFICE OF EMERGENCY SERVICES )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD \_\_\_\_\_, BY THE FOLLOWING VOTE:

AYES:  
 NOES:  
 ABSTAIN:  
 ABSENT:

ATTEST: MICHAEL C. SPATA  
 COUNTY ADMINISTRATIVE OFFICER/  
 CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
 Deputy Clerk

\* \* \* \* \*

1. Approved the Grant Subaward with the California Governor's Office of Emergency Services for the Unserved/Underserved Victim Advocacy and Outreach Program in the amount of \$175,000 with a \$43,750 match, for the period of October 1, 2018 through September 30, 2019.
2. Authorized the Chairman to sign the Grant Subaward Face Sheet, the Certification of Assurance of Compliance, and the Subrecipient Grants Management Assessment Form.
3. Authorized the County Administrative Officer or his designee to sign the Certification of Assurance of Compliance.
4. Recognized the Chair of the Tulare County Board of Supervisors as having authorization to submit the application for the Unserved/Underserved Victim Advocacy and Outreach Program to the California Governor's Office of Emergency Services, and as having authorization to execute on behalf of the County of Tulare the attached Grant Subaward, including any extensions or amendments thereof.
5. Agreed to provide all matching funds required for the project, including any extensions or amendments thereof.
6. Agreed to abide by the rules and regulations of the California Governor's Office of Emergency Services.
7. Agreed that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**CERTIFICATION OF ASSURANCE OF COMPLIANCE**  
**Victims of Crime Act (VOCA) Fund**

The applicant must complete a Certification of Assurance of Compliance-VOCA (Cal OES 2-104f), which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program, Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions for Subaward with the above mentioned fund. The applicant is required to submit the necessary assurances and documentation before finalization of the Grant Subaward. In signing the Grant Subaward Face Sheet, the applicant formally notifies Cal OES that the applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the agreement is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

**CERTIFICATION OF ASSURANCE OF COMPLIANCE**  
**Victims of Crime Act (VOCA) Fund**

I, \_\_\_\_\_ hereby certify that  
(official authorized to sign Subaward; same person as Section 15 on Subaward Face Sheet)

SUBRECIPIENT: \_\_\_\_\_

IMPLEMENTING AGENCY: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

**I. Federal Grant Funds**

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

- The above named Subrecipient receives \$750,000 or more in federal grant funds annually.
- The above named Subrecipient does not receive \$750,000 or more in federal grant funds annually.

**II. Equal Employment Opportunity – (*Subrecipient Handbook Section 2151*)**

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of ancestry, age (over 40), color, disability (physical and mental, including HIV and AIDS), genetic information, gender, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military, veteran status, national origin, race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions) sexual orientation, or request for family medical leave. **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **III. Drug-Free Workplace Act of 1990 – (*Subrecipient Handbook, Section 2152*)**

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

### **IV. California Environmental Quality Act (CEQA) – (*Subrecipient Handbook, Section 2153*)**

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

### **V. Lobbying – (*Subrecipient Handbook Section 2154*)**

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

### **VI. Debarment and Suspension – (*Subrecipient Handbook Section 2155*)**

*(This applies to federally funded grants only.)*

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

### **VII. Proof of Authority from City Council/Governing Board**

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

### **VIII. Civil Rights Compliance**

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.



## **IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds**

### **1. Applicability of Part 200 Uniform Requirements**

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements").

### **2. Compliance with DOJ Grants Financial Guide**

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

### **3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)**

The Subrecipient agrees to 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 Subrecipient or individuals defined (for purposes of this condition) as "employees" of the Subrecipient.

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

### **4. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events**

The Subrecipient agrees to 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 "2015 DOJ Grants Financial Guide").

### **5. Effect of Failure to Address Audit Issues**

The Subrecipient 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 Subrecipient 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.

### **6. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct**

The Subrecipient agrees to promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, 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:

- Mail: Office of the Inspector General,  
U.S. Department of Justice, Investigations Division,  
950 Pennsylvania Avenue, N.W. Room 4706,  
Washington, DC 20530;
- E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov);
- DOJ OIG hotline (contact information in English and Spanish): (800) 869-4499; and/or
- DOJ OIG hotline fax: (202) 616-9881.

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

#### 7. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

#### 8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

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

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

##### a. In accepting this award, the Subrecipient:

- 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
- 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.

##### b. If the Subrecipient does or is authorized under this award to make subawards, procurement contracts, or both:

- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a subaward, 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

- 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.

#### 9. 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), the Subrecipient understands that DOJ encourages Subrecipients 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.

#### 10. Additional DOJ Awarding Agency Requirements

The Subrecipient 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 Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

#### 11. OJP Training Guiding Principles

The Subrecipient understands and agrees that any training or training materials developed or delivered with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

#### 12. Specific Post-Award Approval Required to Use a Non-Competitive Approach in any Procurement Contract that Would Exceed \$150,000

The Subrecipient agrees to comply with all applicable requirements to obtain specific advance approval to use a non-competitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that, for purposes of federal grants administrative requirement, 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 <http://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 \$150,000)] and are incorporated by reference here.

13. Requirement for Data on Performance and Effectiveness Under the Award

The Subrecipient agrees to collect and maintain data that measure the performance and effectiveness of activities 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, and other applicable laws.

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

The Subrecipient agrees to 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 Subrecipient 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 Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. Demographic Data

The Subrecipient agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

16. Performance Reports

The Subrecipient agrees to submit (and, as necessary, require sub-Subrecipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

17. Computer Network Requirements

The Subrecipient understands and agrees that:

- a. No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; and
- b. Nothing in the previous subsection limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

18. Prohibit Use of Funds for Association of Community Organizations for Reform Now (ACORN) and its Subsidiaries

The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract of subaward to either the ACORN or its subsidiaries, without the expressed prior written approval of OJP.

19. Access to Records

The Subrecipient authorizes the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

20. Nondiscrimination in Programs Involving Students

The Subrecipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs or students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

|  |                            |
|--|----------------------------|
| <b>CERTIFICATION</b>   |                            |
| I, the official named below, am the same individual authorized to sign the Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California. |                            |
| Authorized Official's Signature:   | _____                      |
| Authorized Official's Typed Name:  | _____                      |
| Authorized Official's Title:   | _____                      |
| Date Executed:   | _____                      |
| Federal Employer ID #:   | _____ Federal DUNS # _____ |
| Current System for Award Management (SAM) Expiration Date:   | _____                      |
| Executed in the City/County of:  | _____                      |

|   |   |
|---|---|
| <b>AUTHORIZED BY:</b> <i>(not applicable to State agencies)</i> |   |
| <input type="checkbox"/> City Financial Officer                 | <input type="checkbox"/> County Financial Officer |
| <input type="checkbox"/> City Manager                           | <input type="checkbox"/> County Manager           |
| <input type="checkbox"/> Governing Board Chair                  |   |
| Signature:  | _____   |
| Typed Name:   | _____   |
| Title:  | _____   |

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

|   |  |   |
|---|--|---|
| <b>Subrecipient:</b>                          | <b>DUNS #</b>                              | <b>FIPS #:</b>  |
| <b>Grant Disaster/Program Title:</b>          |  |   |
| <b>Performance Period:</b>                    | <b>to</b>                                  | <b>Subaward Amount Requested:</b>   |
| <b>Type of Non-Federal Entity (Check Box)</b> | <input type="checkbox"/> <b>State Gov.</b> | <input type="checkbox"/> <b>Local Gov.</b> <input type="checkbox"/> <b>JPA</b> <input type="checkbox"/> <b>Non-Profit</b> <input type="checkbox"/> <b>Tribe</b> |

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

| <b>Assessment Factors</b>   | <b>Response</b> |
|---|-----------------|
| 1. How many years of experience does your current grant manager have managing grants?               |                 |
| 2. How many years of experience does your current bookkeeper/accounting staff have managing grants? |                 |
| 3. How many grants does your organization currently receive?  |                 |
| 4. What is the approximate total dollar amount of all grants your organization receives?            |                 |
| 5. Are individual staff members assigned to work on multiple grants?                                |                 |
| 6. Do you use timesheets to track the time staff spend working on specific activities/projects?     |                 |
| 7. How often does your organization have a financial audit?   |                 |
| 8. Has your organization received any audit findings in the last three years?                       |                 |
| 9. Do you have a written plan to charge costs to grants?  |                 |
| 10. Do you have written procurement policies?   |                 |
| 11. Do you get multiple quotes or bids when buying items or services?                               |                 |
| 12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?            |                 |
| 13. Do you have procedures to monitor grant funds passed through to other entities?                 |                 |

|  |                     |
|--|---------------------|
| <b>Certification:</b> <i>This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.</i> |                     |
| <b>Signature: (Authorized Agent)</b>   | <b>Date:</b>        |
| <b>Print Name:</b>   | <b>Print Title:</b> |
| <i>Program Specialist Only: SUBAWARD #</i>   |                     |

## 2 CFR 200.333

This document is current through the October 31, 2016 issue of the Federal Register with the exception of 81 FR 74504, October 26, 2016

*Code of Federal Regulations* > *TITLE 2 -- GRANTS AND AGREEMENTS* > *SUBTITLE A -- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS* > *CHAPTER II-- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE* > *PART 200--UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS* > *SUBPART D--POST FEDERAL AWARD REQUIREMENTS* > *RECORD RETENTION AND ACCESS*

### **§ 200.333 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the



3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

## **Statutory Authority**

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### **AUTHORITY NOTE APPLICABLE TO ENTIRE PART:**

[\*31 U.S.C. 503\*](#)

## **History**

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[\*\[78 FR 78590, 78608\]\*](#), Dec. 26, 2013]

### **Annotations**

## **Notes**

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### **[EFFECTIVE DATE NOTE:**

[\*78 FR 78590, 78608\]\*](#), Dec. 26, 2013, added Part 200, effective Dec. 26, 2013.]

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## [2 CFR 200.336](#)

This document is current through the October 31, 2016 issue of the Federal Register with the exception of 81 FR 74504, October 26, 2016

[Code of Federal Regulations](#) > [TITLE 2 -- GRANTS AND AGREEMENTS](#) > [SUBTITLE A -- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS](#) > [CHAPTER II-- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE](#) > [PART 200--UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#) > [SUBPART D--POST FEDERAL AWARD REQUIREMENTS](#) > [RECORD RETENTION AND ACCESS](#)

### **§ 200.336 Access to records.**

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(a)Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b)Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c)Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

### **Statutory Authority**

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**AUTHORITY NOTE APPLICABLE TO ENTIRE PART:**

[31 U.S.C. 503](#)

### **History**

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[\[78 FR 78590, 78608, Dec. 26, 2013\]](#)

**Annotations**

**Notes**

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**[EFFECTIVE DATE NOTE:**

[78 FR 78590, 78608](#), Dec. 26, 2013, added Part 200, effective Dec. 26, 2013.]

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End of Document

## 2 CFR 200.339

This document is current through the October 31, 2016 issue of the Federal Register with the exception of 81 FR 74504, October 26, 2016

*Code of Federal Regulations* > *TITLE 2 -- GRANTS AND AGREEMENTS* > *SUBTITLE A -- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS* > *CHAPTER II-- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE* > *PART 200--UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS* > *SUBPART D--POST FEDERAL AWARD REQUIREMENTS* > *REMEDIES FOR NONCOMPLIANCE*

### **§ 200.339 Termination.**

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(a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity for cause;
- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

- (1) The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either--
  - (i) Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
  - (ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
- (2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
  - (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(c) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

## Statutory Authority

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### AUTHORITY NOTE APPLICABLE TO ENTIRE PART:

[31 U.S.C. 503](#)

## History

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[[78 FR 78590, 78608](#), Dec. 26, 2013; [80 FR 43301, 43309](#), July 22, 2015; [80 FR 45395](#), July 30, 2015]

### Annotations

## Notes

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### [EFFECTIVE DATE NOTE:

[78 FR 78590, 78608](#), Dec. 26, 2013, added Part 200, effective Dec. 26, 2013; [80 FR 43301, 43309](#), July 22, 2015, revised paragraph (b) and added paragraph (c), effective Jan. 1, 2016; [80 FR 45395](#), July 30, 2015, provides: "The effective date for the final guidance published July 22, 2015 ([80 FR 43301](#)), is changed from January 1, 2016, to July 30, 2015."

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