

# Contract Cover Sheet

Res 166

Note: Shaded areas are for County Executive review.

Department: <b>HUMAN SERVICES</b>	Contract/Addendum #: <b>11987</b>															
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table style="margin: auto;"> <tr> <td></td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Addendum</td> </tr> <tr> <td>POS</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Grant</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Lease</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Other</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Contract	Addendum	POS	<input type="checkbox"/>	<input type="checkbox"/>	Grant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lease	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
		Contract	Addendum													
POS		<input type="checkbox"/>	<input type="checkbox"/>													
Grant		<input checked="" type="checkbox"/>	<input type="checkbox"/>													
Lease	<input type="checkbox"/>	<input type="checkbox"/>														
Other	<input type="checkbox"/>	<input type="checkbox"/>														
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																
3. Term of Contract or Addendum: <b>4/1/14 - 9/30/14</b>																
4. Amount of Contract or Addendum: <b>57,932</b>																
5. Purpose: <b>NA - Not required when Human Services signs.</b>																
6. Vendor or Funding Source: <b>STATE OF WI - DEPT OF JUSTICE</b> Vendor #: <b>455</b>																
7. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																
8. Are funds included in the budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Please give account codes and related \$ amounts. Code: _____ \$ _____; Code: _____ \$ _____																
9. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, has a resolution been prepared/submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Res # 14066</b> Please attach a copy of the Resolution																
10. Does Domestic Partner Equal Benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																
11. Director's Approval:																

Human Services Only	a. Dane County Res. #		Approvals	Initials	Date <sup>20</sup>
	b. HSD Res. ID#		g. Accountant	(P)	5/28/14
	c. Program Manager Name	CAMPBELL	h. Supervisor	EO	5/21/14
	d. Current Contract Amount	29855	i. To Provider		-
	e. Adjustment Amount	57932	j. From Provider		-
	f. Revised Contract Amount	87,787	k. Corporation Counsel	DA	5-22-14

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>MA</u> Received		5-28-14		Contact Person  Phone No.  E-mail Address	
<u>JA</u> Controller			6-2-14		
<u>NA</u> Corporation Counsel	See "k" above				
<u>RM</u> Risk Management		6/2/14	6/2/14		
<u>RES</u> ADA Coordinator		6/2/14	6/2/14		
<u>AL</u> Purchasing Agent			6/2/14		
_____ County Executive					

**Footnotes:**

1. \_\_\_\_\_

<b>Return to:</b> Name/Title: Spring Larson, CCA Phone: (608) 242-6391 E-mail Address: Larson.spring@countyofdane.com	Dept.: Human Services Mail Address: 1202 Northport Drive
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## Certification

The attached contract: [check as many as apply]

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 5-27-14

Signed: \_\_\_\_\_

Telephone Number 242-6469

Print Name: \_\_\_\_\_

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. Department Head  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 5-27-14

Signature: \_\_\_\_\_

2. Director of Administration  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

3. Corporation Counsel  Contract is in the best interest of the County.  
Comments:

Date: 5-22-14

Signature: \_\_\_\_\_

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

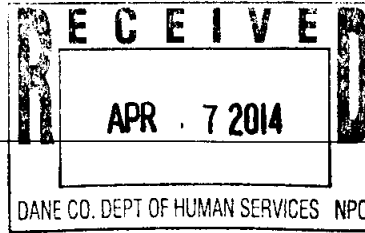


STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE

Approved Corp. Counsel

5.22.14 *SK*

11987



J.B. VAN HOLLEN  
ATTORNEY GENERAL

Kevin M. St. John  
Deputy Attorney General

17 W. Main Street  
P.O. Box 7857  
Madison, WI 53707-7857  
www.doj.state.wi.us

**RESIDENTIAL SUBSTANCE ABUSE AND TREATMENT PROGRAM**  
**Inreach and Treatment for Opiate Offenders**  
**2011-RS-01X-10655**

The Wisconsin Department of Justice (DOJ), hereby awards to **Dane County**, (hereinafter referred to as the **Grantee**), the amount of **\$60,000** for programs or projects pursuant to the federal Violent Crime Control and Law Enforcement Act of 1994.

This grant may be used until **September 30, 2014** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

*This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns one copy of this grant award to the Wisconsin Department of Justice.*

BY: \_\_\_\_\_

**J.B. VAN HOLLEN**  
Attorney General  
Wisconsin Department of Justice

04/01/2014

Date

The (Grantee), **Dane County**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: **Dane County**

BY: \_\_\_\_\_

NAME: **Joseph Parisi**

TITLE: **County Executive**

\_\_\_\_\_  
Date

**RESIDENTIAL SUBSTANCE ABUSE AND TREATMENT PROGRAM  
ATTACHMENT A**

Grantee: **Dane County**

Project Title: **Inreach and Treatment for Opiate Offenders**

CFDA #16.593

Grant Period: From **April 1, 2014**

To **September 30, 2014**

Grant Number: **2011-RS-01X-10655**

Program Area: **01X**

**APPROVED BUDGET**

*See your Egrants Application for details*

	<b>Federal &amp; Match</b>
Personnel	
Employee Benefits	
Travel (Including Training)	
Equipment	
Supplies & Operating Expenses	
Consultants	\$60,000
Other	
<b>FEDERAL TOTAL</b>	<b>\$45,000</b>
<b>MATCH TOTAL</b>	<b>\$15,000</b>
<b>TOTAL APPROVED BUDGET</b>	<b>\$60,000</b>

**Award General Conditions:**

1. The Residential Substance Abuse Treatment program requires a 25% cash match. Recipient agencies may contribute more than the 25% match if they so choose.
2. Award funds will be used to supplement, not supplant, planned or allocated funds.
3. All funds (federal and cash match) must be obligated (purchase order issued) within the grant period.
4. Budget changes in excess of 10% of the approved line item amount and **any** increases for personnel compensation not included in the approved budget require approval from DOJ. **All changes to the contractual category require prior DOJ approval.**
5. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
6. Grant funds will be paid to the grantee on a reimbursement basis.
7. Any changes in personnel involved with the grant including the Project Director, Financial Officer and/or Signatory needs to be reported in a Modification to DOJ via Egrants.
8. Fees for independent consultants may not exceed the federal rate of \$450 per eight-hour day, unless prior approval is received from DOJ.
9. All income generated as a direct result of an agency funded project shall be deemed program income. Program income must be used for the purpose and under the conditions applicable to the award. Program income should be used as earned and expended as soon as possible. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. All program income must be reported to DOJ.

**Award Special Conditions:**

1. A copy of all contracts must be submitted to DOJ before funds can be released.

**RESIDENTIAL SUBSTANCE ABUSE AND TREATMENT PROGRAM  
ACKNOWLEDGEMENT NOTICE**

Grantee: Dane County Date April 2014  
Grant No. 2011-RS-01X-10655  
Project Title: Inreach and Treatment for Opiate Offenders

The following reporting requirements apply to your grant award.

**QUARTERLY PERFORMANCE MEASURE REPORTS** must be submitted on a scheduled basis and **must be completed in the federal web-based Performance Measurement Tool (PMT)**. Additional information on this system and instructions will be provided by DOJ. Performance Measure reports on the status of your project are due in the PMT on:

07/12/2014                      10/12/2014 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.  
Reports due 07/12 includes April, May and June program activity.  
Reports due 10/12 includes July, August and September program activity.  
Reports due 01/12 includes October, November and December program activity.

**PROGRESS REPORTS** must be submitted on a scheduled basis and **should be completed in Egrants**. Narrative reports on the status of your project are due to DOJ on:

07/12/2014                      10/30/2014 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.  
Reports due 07/12 includes April, May and June program activity.  
Reports due 10/12 includes July, August and September program activity.  
Reports due 01/12 includes October, November and December program activity.

**FINANCIAL REPORTS** serve two functions: to report fiscal status and to request funds. The Financial Report (G2) form can be found on the DOJ website: <http://www.doj.state.wi.us/>, scroll to the bottom of the website, under Resources, (in blue) and click on Grants. **Please attach copies of all invoices to G-2 report for all equipment purchases.**

07/12/2014                      10/30/2014 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.  
Reports due 07/12 includes April, May and June program activity.  
Reports due 10/12 includes July, August and September program activity.  
Reports due 01/12 includes October, November and December program activity.

**OTHER:** Complete and return Certified Assurances and Lobbying/Debarment Forms, enclosed

**ACKNOWLEDGEMENT**

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

4/17/14  
Date

Todd Campbell  
Todd Campbell

, Project Director

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE  
WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be 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;

(b) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(c) The dangers of drug abuse in the workplace;

**CERTIFIED ASSURANCES**  
**RESIDENTIAL SUBSTANCE ABUSE AND TREATMENT PROGRAM**  
**Updated as of 3-3-2011**

**FEDERAL ASSURANCES**

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity: it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**FEDERAL AWARD CONDITIONS**

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct 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)

hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202)616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

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

7. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.

8. The State/Territory (State) will coordinate the design and implementation of treatment programs between State correctional representatives and the State alcohol and drug abuse agency (and, if appropriate, between representatives of local correctional agencies and representatives of either the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency).

9. The State/Territory (State) will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

10. The recipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

11. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

### **CIVIL RIGHTS/NONDISCRIMINATION PROVISIONS:**

1. Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations –OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

2. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the findings to the Department of Justice (DOJ).

3. Recipient will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs and the DOJ, if required to submit one; otherwise, it will provide a certification to the Office for Civil Rights, Office of Justice Programs and the DOJ that it has a current EEO on file, if required to maintain one. For grantee agencies receiving



less than \$25,000, or grantee agencies with less than 50 employees, regardless of the amount of the award, no EEOP is required. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

4. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

5. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

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

CERTIFICATION

Lead Agency's Chief Executive: I certify that applicant will comply with the above-certified assurances.

\_\_\_\_\_  
Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph Parisi, County Executive

\_\_\_\_\_  
Telephone Number