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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

1 GRANITE PLACE SOUTH
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

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May 28, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into a subgrant with the University System of New Hampshire, Durham NH (Vendor #315187-B083), in an amount not to exceed \$150,620 from the American Rescue Plan Act (ARPA), for the purpose of providing direct services to victims of crime, effective upon Governor and Executive Council approval or July 1, 2024, whichever is later, through June 30, 2025. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1) (C) to respond to the public health emergency or its negative economic impacts. 100% Federal Funds.

Funding for this request is available as follows:

02-20-20-201510-24790000	<u>FY 2024</u>
<u>ARPA-VOCA.</u>	
072-500573, Grants Federal	\$150,620

EXPLANATION

The DOJ subgrants funds, for direct victim services, from the Victims of Crime Act Grant (VOCA). VOCA was enacted by Congress in 1984 and it established the Crime Victims Fund. Fines paid by offenders of federal crimes are deposited into this Fund. Money from the Fund is then distributed to states for the benefit of victims of crime. Due to reduced criminal fines and penalty deposits into the Fund and non-prosecution agreements that divert funds for other purposes, VOCA awards have been reduced dramatically resulting in decreased subgrants to victim service providers.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 28, 2024
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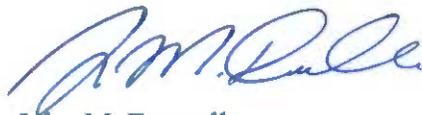
At the beginning of 2024, the DOJ was granted permission by the Fiscal Committee of the General Court and the Governor and Executive Council to supplement VOCA subgrants with funds from the American Rescue Plan Act (ARPA). This will allow subrecipients to continue to provide direct services to victims of crime. Subrecipients providing services in the fields of sexual assault, domestic violence, underserved populations, and crimes against children are required to be given priority.

The University of New Hampshire will utilize funds for technology enhancements for USafeUS Technology. This USafeUS phone application is used statewide by institutes of higher education to provide information and resources to victims of sexual assault in New Hampshire.

In the event that federal funds become no longer available, general funds will not be requested to support these programs.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J.M. Formella", is written over a light blue horizontal line.

John M. Formella
Attorney General

#4506237

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Justice

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Justice**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **06/30/25**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **2025 ARPA UNH uSafeUS**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Campus Project Administrator

Name: Kathleen Carr
Address: New Hampshire Department of Justice
1 Granite Place South
Concord NH 03301-6397

Phone: 603-271-3658

Name: Gretchen Swain
Address: University of New Hampshire
Sponsored Programs Administration
51 College Road
Durham, NH 03824

Phone: 603-862-5385

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director Name:

Campus Project Director

Name: Rhonda J. Beauchemin
Address: New Hampshire Department of Justice
1 Granite Place South
Concord NH 03301-6397

Phone: 603-271-7820

Name: Sharyn Potter
Address: Prevention Innovations Research Ctr
9 Madbury Road, Ste. 405
Durham, NH 03824

Phone: 603-862-3630

F. Total State funds in the amount of \$150,620.00 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share 0 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/ Cooperative Agreement No. **SLFRF FAIN # SLFRP0145** from the **United States Department of Treasury** under CFDA# **21.027**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen not to take possession of equipment purchased under this Project Agreement.
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Justice have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Dianne Hall
Title: Manager, of Pre-Award Compliance
Signature and Date: *Dianne Hall* Digitally signed by Dianne Hall
Date: 2024.05.01 13:28:51 -0400

By An Authorized Official of:
the New Hampshire Department of Justice
Name: Kathleen Carr
Title: Director of Administration
Signature and Date: *Kathleen Carr* 05/15/2024

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Sheri Phillips
Title: Assistant Attorney General
Signature and Date: *Sheri Phillips* 5/15/2024

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

-SPECIAL PROVISIONS-

University of New Hampshire as the Grantee (hereinafter referred to as "Campus") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Campus must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.

2 The Campus assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Campus on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Campus will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); 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). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

EXHIBIT A

5. The Campus agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

6. The Campus understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Campus shall complete an audit at the end of the Campus's fiscal year ending after June 30, 2025

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Campus accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Campus for 7 (seven) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace

EXHIBIT A

Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Campus, subcontractor or Campus shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Campus should report all suspected violations to DOJ.

14. PROCUREMENT

Campus shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Campus shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2025, and shall break down the reporting by facility location at the town level. In the event that Campus has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

16. Requirement to report actual or imminent breach of personally identifiable information (PII)

Any "Campus" 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 Campus)--(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 Campus's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any Campus at any tier) must—

EXHIBIT A

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 Campus 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 any Campus 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 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of Campus 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 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 Campus 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 purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any Campus may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Campus 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

EXHIBIT A

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 Campus at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Campus 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.

18. The Campus agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. 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.

19. 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 a Campus at any tier) is to benefit a set of individuals under 18 years of age.

Any Campus 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.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Campus will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Campus is in compliance. The EEOP reporting tool

EXHIBIT A

and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

21. 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(1), 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.

EXHIBIT B

A. Project Title: 2025 ARPA UNH uSafeUS

B. Project Period: 07/01/2024-06/30/2025

C. Objectives: Provide resources to victims of sexual assault and educate regarding victim services available through uSafeUS.

D. Scope of Work:

1. The Campus shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided for victims of crime.

2. The Campus is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 7 years after the close of the project.

3. The Campus shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

4. All correspondence and submittals shall be directed to:

NH Department of Justice

Grants Management Unit

1 Granite Place South

Concord, NH 03301

603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov.

5. **Deliverables Schedule:** Quarterly performance reports are due four weeks following the end of each quarter or on a schedule in which the grant administrator provides.

6. Budget and Invoicing Instructions:

1. The Campus shall be reimbursed by the DOJ based on budgeted expenditures described herein.

2. The Campus shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.

3. The Campus shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.

EXHIBIT B

4. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in section F of this agreement.

4a. The Campus shall be awarded an amount not to exceed \$150,620 of the total Grant Limitation from Governor and Council approval or 07/01/24, whichever is later, to 06/30/25, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Campus may apply for an extension of the grant period listed above for up to the end of the federal grant end date, not after. The Campus must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

EXHIBIT C

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above. Subrecipients shall be compliant at all times with the terms, conditions and specifications detailed in the attached Special Conditions at Exhibit C which are subject to annual review .**

EXHIBIT D

- DRUG-FREE WORKPLACE -

The Campus identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Campus's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by the Campus (and by inference, sub-subrecipients and sub-subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Campus (and by inference, sub-subrecipients and sub-subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. The subrecipient using this form should send it to:

Lisa Lamphere
Department of Justice
1 Granite Place South
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Campus 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 Campus's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Campus's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Campus may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

University of New Hampshire	July 1, 2024 – June 30, 2025 Period Covered by this Certification
Dianne Hall Manager, of Pre-Award Compliance	
Name and Title of Authorized Campus Representative	
	Digitally signed by Dianne Hall Date: 2024.05.01 13:53:00 -04'00'
University of New Hampshire Representative Signature	Date 5/1/2024

EXHIBIT E

-LOBBYING-

The Campus identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Campus's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

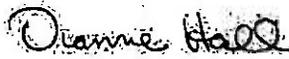
CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act
Contract Period: July 1, 2024 – June 30, 2025

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Campus or sub-Campus).
- (2) 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 contract, grant, loan, or cooperative agreement (and by specific mention sub-Campus or sub-Campus), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Digitally signed by Dianne Hall
Date: 2024.05.01 13:53:14 -04'00'

Manager, of Pre-Award Compliance

University of New Hampshire Representative Signature

Representative Title

University of New Hampshire

5/1/2024

Subrecipient Name

Date

EXHIBIT F

-DEBARMENT-

The Campus identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Campus's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Campus is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Campus shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Campus to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Campus knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Campus shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Campus learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Campus agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Campus further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Campus in a covered transaction may rely upon a certification of subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A subrecipient may decide the method and frequency by which it determines the eligibility

EXHIBIT F

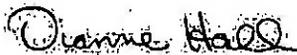
of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Campus is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if the Campus in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Campus certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant 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 a 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 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 Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.



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Date: 2024.05.01 13:53:36 -04'00'

Manager, of Pre-Award Compliance

University of New Hampshire Representative Signature

Title:

University of New Hampshire

5/1/2024

Subrecipient Name

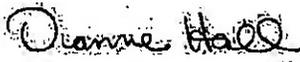
Date

EXHIBIT G

**-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-**

The Campus identified in Section 1.3 of the Grant Agreement agrees by signature of the Campus's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Campus agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Digitally signed by Dianne Hall
Date: 2024.05.01 13:53:50 -04'00'

Manager, of Pre-Award Compliance

University of New Hampshire Representative Signature

Title

University of New Hampshire
Subrecipient Name

5/1/2024
Date

EXHIBIT H

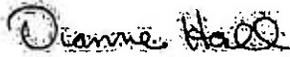
**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Campus certifies that it will comply with the requirements of the Act.

The Campus further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subrecipients shall certify accordingly.



Digitally signed by Dianne Hall

Date: 2024.05.01 13:54:08 -04'00'

Manager, of Pre-Award Compliance

University of New Hampshire Representative Signature

Title

University of New Hampshire

5/1/2024

Subrecipient Name

Date:

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Campus agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Campus agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Campus receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Campus by DOJ with federal CARES Act funds, this assurance obligates the Campus for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Campus for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Campus's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Campus agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Campus shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the Campus shall be required to sign a written assurance form; however, the obligation of both recipient and Campus to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Campus agrees to compile and maintain

EXHIBIT I

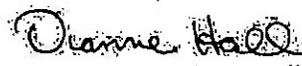
information pertaining to programs or activities developed as a result of the Campus's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Campus agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Campus from the use of CARES Act funds extended by DOJ upon request. Facilities of the Campus (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Campus's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Campus by DOJ including installment payments on account after such data of application for Federal assistance which are approved before such date. The Campus recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Campus, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Campus.

Subrecipient Certification

The Campus certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Campus upon written request to DOJ).

 Digitally signed by Dianne Hall
Date: 2024.05.01 13:54:42 -04'00' Manager, of Pre-Award Compliance

University of New Hampshire Representative Signature	Title
University of New Hampshire	5/1/2024
Subrecipient Name	Date

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

The Campus must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Campus identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Campus's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

Dianne Hall

Digitally signed by Dianne Hall

Date: 2024.05.01 13:55:04 -04'00'

Manager, of Pre-Award Compliance

University of New Hampshire Representative Signature

Title

5/1/2024

University of New Hampshire

Date:

As the Campus identified in Section 1.3 of the Cooperative Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: GBNGC495XA67

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 ^x NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Dianne Hall [responsible official], certify that

The University of New Hampshire has completed the EEO reporting tool certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on 2/22/2024 [date]

It is understood that Subrecipient's which are exempt from filing the EEOP Utilization Report including non-profits and Subrecipient's with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements

Sharyn Potter [official that completed training] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 4/18/2024 [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that: the Campus will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Campus, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Campus. I understand that these representations will be relied upon as material in any Department decision to make an award to the Campus based on its application.

(2) I certify that the Campus has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Campus will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Campus will require all subrecipients comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Campus will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Campus understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Campus understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Campus understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

c. the Campus understands that it must require any pass-through Campus to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Campus, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Campus also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Campus will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Campus will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Campus will require that, throughout the period of performance—

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and

b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Campus is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, 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.

(10) If the Campus applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Campus applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Campus to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Dianne Hall

Name of Authorized Signor

Dianne Hall

Signature

Digitally signed by Dianne Hall
Date: 2024.05.01 13:55:25
-04'00'

Manager, of Pre-Award Compliance

Title of Authorized Signor

5/1/2024

Date

Campus Initial(s): DH