

## **RESTORE CONTRACT/SERVICE AGREEMENT**

This SUBCONTRACT AGREEMENT ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the County of Cuyahoga ("County"), and FingerPrint USA, LLC, whose offices are located at 4360 Stepney Drive, Gainesville, Virginia, 20155-1248, for professional services in support of the CCSO RESTORE Project, a demonstration project funded by a grant from the U.S. Department of Justice, Office of Justice Programs, under the Second Chance Act Adult and Juvenile Offender Reentry Initiative.

Because of the special qualifications as outlined in the attached sole justification, the County believes this provider to offer the greatest opportunity to reach the identified goals of the RESTORE project.

### **1. RESPONSIBILITIES OF CONTRACTOR.**

#### **A. Professional Services**

Contractor shall have primary responsibility coordinating the design of the RESTORE project research program, and completely revise original grant application and grant budget. Provide leadership at meetings with project contractors and make available consultation for duration of the project.

- 1) Review role of Subcontractors in accordance with the approved RESTORE Project Narrative and Project Budget.
- 2) Review Administration of project funds, including funds provided for Contractor's project staff compensation and support, and for RESTORE staff training, and reporting of funds expenditures in accordance with the approved RESTORE Project Budget and the County standard for accounting for billable and unbillable services.
- 3) Review the Development and documentation of a comprehensive design for the RESTORE research project.
- 4) Initiate a Leadership role of project team collaboration with CCSO project management and the RESTORE contract service providers to develop details of the RESTORE Enhanced Re-entry operational processes, procedures and data collection specifications.
- 5) Collaboration with CCSO for the identification and development of expansion and extension concepts to improve the effectiveness of focused Re-entry services.

In providing the RESTORE Enhanced Re-entry services, Contractor shall:

- 1) Provide initial participation, along with CCSO, MHS, RRI and Project Learn, as a member of the CCSO RESTORE project team under direction of the CCSO RESTORE Project Manager.
- 2) Comply with all applicable federal policies and requirements specified in the DOJ Second Chance Act Grant documentation.

- 3) Comply with all CCSO policies and procedures relating to jail access and security.
- 4) Comply with all administrative policies and procedures for funds disbursement, record keeping, reporting and invoicing, as established by the Project Manager.
- 5) Provide and assign qualified staff as specified in the project/budget narrative.

**B. Contractor's Personnel**

In accordance with the staffing plan in the approved Project Budget, Contractor shall assign the following staff members, as follows:

- 1 part-time consultant.

The County reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the County, meeting the County's expectations.

All of Contractor's personnel assigned to this project who will be assigned to work on-site or require regular access to CCSO facilities must submit to and successfully pass a criminal history background check conducted by CCSO. The cost of any such criminal history checks shall be paid by the County. Any member of the Contractor's project team working on-site in CCSO facilities may also be subjected to random drug screening.

If a member of the Contractor's project team becomes subject to a criminal arrest and/or issuance of a criminal summons/citation, that individual may, at the sole discretion of the County, be subject to immediate dismissal from the project.

**C. Status Reporting**

Contractor shall participate in a monthly project review with CCSO project management, County personnel and other RESTORE subcontractors to discuss status of all Enhanced Re-entry activities for each individual client, and to identify and resolve project issues and concerns.

**D. Subcontractors**

No part of the Contractor's work or responsibility that is the subject of this Agreement shall be assigned to a subcontractor.

**2. RESPONSIBILITIES OF COUNTY.**

**A. Compensation**

County shall compensate Contractor as prescribed in Articles 3 and 4 of this Agreement.

**B. Grant Management**

County is responsible for administrative and technical oversight and monitoring of all aspects of the Contractor's work under the RESTORE demonstration project grant.

The County is responsible for providing the following information and assistance to facilitate the Contractor in the performance of the Contractor's responsibilities and for providing:

- 1) Pertinent information regarding clients assigned to the RESTORE Enhanced Re-entry Group;
- 2) Information and guidance related jail policies and procedures;
- 3) Information and guidance related to judicial policies and procedures, as related to RESTORE clients;
- 4) Coordination of access to CCSO Facilities and staff, and provision of support as necessary for planning and provision of RESTORE services.

County is responsible for monitoring, assessment and reporting of project activities to ensure that all requirements of the grant are satisfied.

**C. Facilities**

CCSO will provide on-site office space in the Jail for Contractor. The office area will be provided with office telephones and network connectivity that supports Internet access.

**D. County's Project Manager**

The County has designated Ken Kochevar, CCSO Director of Corrections, as the RESTORE Project Manager representing the County.

**3. COMPENSATION.**

- A. Payment pursuant to this contract will be made on a cost-reimbursement basis, from available grant funds encumbered in an amount not to exceed \$37,200.00 for the RESTORE project services to be provided by Contractor, as identified in this Agreement. In no event whatsoever shall the maximum compensation payable pursuant to this Agreement exceed \$37,200.00 for staff compensation and staff support, including any term extensions unless the Agreement is modified by mutual agreement pursuant to Section 7B.
- B. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. A County fiscal year commences on July 1<sup>st</sup> and ends June 30th of the calendar year following commencement.
- C. As indicated in the grant budget, Contractor agrees to the specific compensation and holds harmless the Cuyahoga County Sheriff's Office and the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance against any additional costs that provider may incur in providing services agreed to in the grant narrative

**4. BILLING AND PAYMENT.**

County shall pay the Contractor based on submitted and approved invoices for professional services and support disbursements and upon fixed labor and support rates established in the approved RESTORE budget.

- 1) Payment shall be made upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. The County shall verify that all compensation for expenditures is consistent with this Agreement. Payment of invoices received shall be tendered to Contractor within thirty (30) days of the date of certification of acceptance of the invoice.
- 2) Invoices for cost reimbursement shall be submitted to the County detailing the expenses and disbursements for the Invoice period, by the 10<sup>th</sup> calendar day of the succeeding period. Invoices shall be delivered to Cuyahoga County Sheriff's Office, ATTN: Ken Kochevar, Director of Corrections, 1215 West 3rd Street, Cleveland, Ohio 44113.
- 3) Original invoices will be approved by CCSO Project Manager, indicating satisfactory receipt of services. Services will be charged in accordance with the staffing, service and support rates established in the approved RESTORE budget.
- 4) Incorrect payments to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payment under this Agreement.

5. **TERM OF AGREEMENT.**

This agreement shall be for the term beginning on January 1, 2011 and ending on September 30, 2011. Upon application by the Implementing Agency, and agreement by the U.S. Department of Justice, the grant period shall be extended through December 31, 2011 in order to accomplish the goals set forth in the grant.

County shall not be liable for any Contractor costs or expenses for RESTORE project planning and preparation which are incurred prior to the beginning of the project Term.

6. **TERMINATION OF AGREEMENT.**

- A. If Contractor materially fails to perform Contractor's responsibilities under this Agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, then County shall have the right to terminate this Agreement for cause by giving written notice thereof to Contractor of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for any damages sustained by the County by virtue of any willful material breach of this

Agreement by the Contractor, and nothing herein shall limit the County's right to recover said damages. The County may withhold any payment to the Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the County for any such willful material breach from the Contractor is determined.

- B. County may terminate this Agreement without cause on thirty (30) days written notice to Contractor.
- C. County's right to terminate this Agreement may be exercised by the Cuyahoga County Sheriff or his designee.
- D. Should this Agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, charts, and other documents prepared by Contractor pursuant to this Agreement.
- E. If this Agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

7. **ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.**

- A. This Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this Agreement, Contractor relies solely upon the provisions contained in this Agreement and no others.
- B. No changes, amendments or alterations to this Agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this Agreement and do not cause an increase of the maximum compensation amount payable under this Agreement may be agreed to in writing between Contractor and the County.
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

8. **NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

9. **EMPLOYMENT STATUS OF CONTRACTOR.**

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of Ohio or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. **INSURANCE COVERAGE.**

- A. Contractor shall obtain, from an insurance carrier authorized to transact business in the State of Ohio, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of Ohio covering the full liability for compensation for injury to those employed by Contractor or subcontractor.
- C. With regard to all insurance coverage required by this Agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County prior to the effective date of this Agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by

purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this Agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance that names Cuyahoga County, its elected officials, officers, employees, agents, and volunteers as additional insureds and provides that coverage shall not be reduced or canceled without 30 days' written prior notice certain to the County.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Contractor shall provide the County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this Agreement.
  - (6) The insurance required herein shall be in effect at all times during the term of this Agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within ten (10) days of the expiration of the endorsement or policy amendment in effect at inception of this Agreement, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
  - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.

**11. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.**

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this Agreement and that in any way,

directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of Ohio. Any litigation shall be venued in Cuyahoga County.

**12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this Agreement including, but not limited to, the Social Security Act, the Civil Rights Act, the Clean Air Act, and applicable federal regulations.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Agreement

**13. ACCESS TO RECORDS/RETENTION.**

County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder.

**14. LICENSES AND PERMITS.**

Contractor shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of Ohio, the County of Cuyahoga, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for



removal and replacement of professional staff or the termination of this Agreement by County.

**15. PERFORMANCE STANDARDS.**

Contractor shall perform the services required by this Agreement in accordance with the industry and/or professional standards applicable to Contractor's services.

**16. NOTICES.**

- A. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County:

Cuyahoga County Sheriff's Office,  
ATTN: Ken Kochevar, Director of Corrections  
1215 West 3rd Street  
Cleveland, Ohio 44113

If to Contractor:

FingerPrint USA, LLC  
ATTN: Gordon Dechman, Principal  
P.O. Box 1190  
Haymarket, Virginia 21068-8190

- B. Written notice shall be deemed to be effective two (2) days after mailing. Any oral notice authorized by this Agreement shall be deemed to be effective immediately.

**17. CONFIDENTIALITY.**

- A. During the term of this Agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this Agreement. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, or guardian. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information.

- C. In order to further the security of the CCSO County Jail, to the extent that the Contractor has access to the County's facilities infrastructure, the Contractor shall retain confidentiality of the specific County processes, procedures, capabilities, and security mechanisms.
- D. The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential facilities, data, and processes is permitted.
- E. Contractor shall not release any statements or representations of Contractor's relationship with County or CCSO with respect to the RESTORE project in any public or private publication, website, advertising, press release, or report, without the express prior written approval of County.

**18. INTELLECTUAL PROPERTY.**

- A. Notwithstanding anything to the contrary contained in this Agreement, Contractor shall retain all of Contractor's rights in Contractor's own proprietary information, including, without limitation, Contractor's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this Agreement and Contractor shall not be restricted in any way with respect thereto.
- B. All research data, reports, and every other work product of any kind or character solely developed under this Agreement shall become the property of the County and shall be delivered to the County upon completion of its authorized use pursuant to this Agreement. County may use such work products for any purpose whatsoever. All works solely produced under this Agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation.

**19. INSPECTION AND ACCEPTANCE.**

- A. The County reserves the right to inspect services provided under this Agreement at all reasonable times and places during the term of the Agreement. "Services" as used in this clause include services performed or tangible material produced or delivered in the performance of services. Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine Contractor's conformity with the specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with the performance of Contractor's personnel.
- B. If any of the services do not conform to the requirements of this Agreement, the County may require the Contractor to perform the services again in conformity with the requirements in this Agreement, with no additional payment. When

defects in the quality or quantity of service cannot be corrected by re-performance, the County may (1) require the Contractor to take necessary action to ensure that the future performance conforms to the requirements of this Agreement, (2) assess liquidated damages for project delays and non-conforming services, and (3) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the County in the termination provisions of this Agreement, or remedies otherwise available at law.

**20. REMEDIES.**

In addition to any other remedies provided for in this Agreement, and without limiting its remedies otherwise available at law, County may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:

- A. Suspend Contractor's performance pending necessary corrective action as specified by the County without Contractor's entitlement to adjustment in price/cost or schedule; and/or
- B. Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- C. Request the removal from work under this Agreement of employees or agents of the Contractor whom the County justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment under this Agreement the County deems to be contrary to the public interest or not in the best interest of the County; and/or
- D. Deny payment for those services or obligations which have not been performed and which, due to circumstances caused by Contractor, cannot be performed, or if performed would be of no value to the County. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the County; and/or
- E. Terminate the contract for default.

The above remedies are cumulative and the County, in its sole discretion, may exercise any or all of them individually or simultaneously.

**21. USE OF COUNTY PROPERTY.**

Contractor shall not use County premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this Agreement.

**22. DISTRACTED DRIVING.**

All Contractor employees are prohibited from using cell phones or other hand held devices to text, email or search the Internet while operating a car in motion in the performance of work under this Agreement. This prohibition does not apply to Contractor employees glancing at or listening to GPS type information retrieved from a securely mounted device in the vehicle in response to a pre-programmed inquiry, nor does it apply to using cell phones for basic voice communications in performing RESTORE activities.

**23. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**24. OTHER PROVISIONS.**

This Agreement is subject to rights of the United States Government pursuant to the terms of the Second Chance Act Adult and Juvenile Offender Reentry Initiative grant for performance of the RESTORE Project. The following requirements are incorporated by reference and made a part of this Agreement where appropriate. Where necessary to make the context of these clauses applicable to the Agreement, the term "contractor" shall mean "the RESTORE subcontractor," the term "contract" shall mean "this Subcontract Agreement," and the terms "Government," "contracting officer" and equivalent phrases shall mean "CCSO."

The Subcontractor shall take such actions as are necessary to enable County to meet its obligations under the foregoing or any other provisions of County's contract from the United States Government that relates to work under this Agreement.

**A. Civil Rights Compliance**

As a condition for receiving funding from U. S. Department of Justice, Office of Justice Programs (OJP), recipients must comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Justice Department's regulation for the Equal Treatment of Faith-Based Organizations. Depending on the funding source, a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, or the Juvenile Justice and Delinquency Prevention Act. Collectively, these federal laws prohibit a recipient of OJP funding from discriminating either in *employment* (subject to the exemption for certain faith-based organizations discussed below; see "Funding to Faith-based Organizations") or in the *delivery of services or benefits* on the basis of race, color, national origin, sex, religion, or disability. In addition, OJP recipients may not discriminate on the basis of age in the delivery of services or

benefits. See more information on Statutes and Regulations at <http://www.ojp.usdoj.gov/about/ocr/statutes.htm>.

Compliance with Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients in meeting their obligation to serve LEP persons, the Department of Justice (DOJ) has published a guidance document, which is available on the LEP.gov web site.

#### **B. Confidentiality**

DOJ regulations (28 CFR Part 22) require recipients of OJP funding to submit a Privacy Certificate as a condition of approval of any grant application or contract proposal that contains a research or statistical component under which "information identifiable to a private person" will be collected, analyzed, used, or disclosed. The funding recipient's Privacy Certificate includes a description of its policies and procedures to be followed to protect the confidentiality of identifiable data. (28 CFR Section 22.23).

The Department's regulations provide, among other matters, that: "Research or statistical information identifiable to a private person may be used only for research or statistical purposes." (28 CFR Section 22.21).

Moreover, any private person from whom information identifiable to a private person is collected or obtained (either orally or by means of written questionnaire or other document) must be advised that the information will only be used or disclosed for research or statistical purposes and that compliance with the request for information is voluntary and may be terminated at any time. (28 CFR Section 22.27).

#### **C. Research and the Protection of Human Subjects**

DOJ regulations (28 CFR Part 46) protect the human subjects of federally funded research. In brief, 28 CFR Part 46 requires that most research involving human subjects that is conducted or supported by a Federal department or agency be reviewed and approved by an Institutional Review Board (IRB), in accordance with the regulations, before Federal funds are expended for that research. As a rule, persons who participate in Federally-funded research must provide their "informed consent" and must be permitted to terminate their participation at any time. Funding recipients, before they will be allowed to spend OJP funds on any research activity involving human subjects, must submit appropriate documentation to OJP showing compliance with 28 CFR Part 46 requirements, as requested by OJP.

General information regarding Data Confidentiality and Protection of Human Research Subjects (and Model Privacy Certificates and other forms) is available at the following DOJ website: Standard Forms and Instructions.

#### **D. Anti-Lobbying Act**

The Anti-Lobbying Act (18 U.S.C. § 1913) recently was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.

The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. Part 69 for U.S. Department of Justice grantees) to reflect these modifications. However, in the interest of full disclosure, no federally appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval by OJP. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.

#### **E. Financial and Government Audit Requirements**

Federal grants are governed by the provisions of the OMB circulars applicable to financial assistance and OJP's Financial Guide, which includes information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records. This document will govern how all successful applicants administer funds.

Audits of state and local units of government, institutions of higher education, and other nonprofit institutions must comply with the organizational audit requirements of OMB circular A-133, which states that recipients who expend \$500,000 or more of federal funds during their fiscal year are required to submit a single organization wide financial and compliance audit report to the **Federal Audit Clearinghouse** within 9 months after the close of each fiscal year during the term of the award.

Grantees must comply with the following OJP reporting requirements:

- **Financial status reports (SF 425).** Grantees must submit these financial reports quarterly by the 30th day following the end of each calendar quarter, and a final report is due 120 days following the end of the award period. Grantees may file SF-425 forms through the Grants Management System (GMS). Grant recipients who do not submit SF-425 reports by the due date will be unable to drawdown funds.
- **Categorical Assistance Progress Reports (OJP Form 4587/1).** Grantees should complete and submit these semiannual reports within 30 days after the end of the reporting periods, which are June 30 and December 31 for the life of the award. Grantees should submit progress reports through GMS using the "Application" module. Grantees may address questions to the GMS Help Desk at 1-888-549-9901.

**F. DOJ Information Technology Standards (if applicable)**

As appropriate, all equipment and software developed under awards that result from this solicitation must be compliant with DOJ information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. A list of additional standards can be found at the OJP Standards Clearinghouse.

**G. Non-Supplanting of State and Local Funds**

Grantees must use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that they have appropriated for the same purpose. Potential supplanting will be the subject of monitoring and an audit. Violations can result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

**H. Criminal Penalty for False Statements**

False statements or claims made in connection with OJP grants may result in fines, imprisonment, and debarment from participating in federal grants or contracts, and/or other remedy available by law.

**I. Compliance with Office of Justice Programs Financial Guide**

The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, OJP Financial Guide.

**J. Suspension or Termination of Funding**

OJP may suspend funding in whole or in part, terminate funding, or impose other sanctions on a recipient for the following reasons:

- Failing to comply substantially with the requirements or statutory objectives of the appropriate Act, program guidelines issued there under, or other provisions of federal law.
- Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the application.
- Failing to adhere to the requirements in the agreement, standard conditions, or special conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- Failing to submit reports.
- Filing a false certification in this application or other report or document.

Before imposing sanctions, OJP will provide reasonable notice to the recipient of its intent to impose sanctions and will attempt to resolve the problem informally. Hearing and appeal procedures will follow those in DOJ regulations in 28 CFR Part 18.

**K. Non-Profit Organizations**

In all OJP funded programs for which non-profit organizations are eligible sub-recipients, with the exception of those funded under authority of the Juvenile Justice and Delinquency Prevention Act, DOJ's policy is that an organization can demonstrate its non-profit status in any one of four methods:

1. Submission of proof of 501(c)(3) status from the Internal Revenue Service.
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar document.
4. Submission of any item above, if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local nonprofit affiliate.

All nonprofit sub-recipients of formula funds provided under the Juvenile Justice and Delinquency Prevention Act must have 501(c)(3) status recognized by the Internal Revenue Service.

**L. For-Profit Organizations**

For-profit organizations that receive grant funds from OJP should be aware that additional special conditions are placed on awards to such organizations. Among other things, commercial organizations must agree not to make a profit as a result of an award and not to charge a management fee for the performance of an award. Also, commercial organizations must agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.

**M. Government Performance and Results Act (GPRA)**

The funding recipient agrees to collect data (on a quarterly, semi-annually, or annual basis, as requested) appropriate for facilitating reporting requirements established by Public Law 103-62 for the Government Performance and Results Act. The funding recipient will ensure that valid and auditable source documentation is available to support all data collected for each performance measure specified in the program solicitation.



IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the day and year set forth below by the signature of the last party to sign this Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

**CONTRACTOR**


Date: 5/31/2011



Gordon Dechman, Principal  
FingerPrint USA, LLC

**COUNTY of CUYAHOGA, OHIO**

Date: 7/4/2011

By: X 

Edward FitzGerald, County Executive

APPROVED AS TO FORM

By: \_\_\_\_\_