

ELLEN F. ROSENBLUM
Attorney GeneralFREDERICK M. BOSS
Deputy Attorney GeneralDEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISIONMEMORANDUM

DATE: September 19, 2014

TO: 2012 VOCA Non-Competitive Grant Recipients

FROM: Caitlin Brown, VOCA Grant Specialist

Attached is your agency's Amendment for the 2012 VOCA Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement Amendment;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E – Victims of Crime Act Special Conditions.

Once the Grant Agreement and Exhibits are signed, please **change the application status in CVSD E-Grants to "Grant Amendment Submitted"** and upload a copy of the signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement Amendment" upload field on the "Grant Agreement Amendment Upload" page in your "Funding and Agreement" section in E-Grants.

Once the signed Grant Agreement Amendment has been received, a copy of the Grant Agreement Amendment signed by both your authorized official and CVSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Extended." You will find the uploaded copy of your Grant Agreement Amendment under the "Grant Agreement Amendment Upload" page.

If you have any questions regarding this agreement, please contact Caitlin Brown, VOCA Grant Specialist at 503-378-6270.

DEPARTMENT OF JUSTICE

Crime Victims' Services Division

**VICTIMS OF CRIME ACT
2012 NON-COMPETITIVE
GRANT AWARD COVER SHEET
AMENDMENT #1**

1. Grantee Name and Address: City of Portland 1120 SW Fifth Ave. Room #1250 Portland, OR 97204-1912 Contact Name: Ms. Eileen Roe Telephone: (503) 823-6819 Fax: E-mail: eileen.roe@portlandoregon.gov	2. Special Conditions: This grant project is approved subject to such conditions or limitations as set forth the attached Grant Agreement Amendment. 3. Statutory Authority for Grant: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1)
4. Award Number: VOCA-NC-2012-PPB-00020	5. Award Date: October 1, 2012
6. Grantee Tax Identification Number: 93-6002236	7. DUNS Number: 054971197
8. Type of Recipient: Criminal Justice - Government / Law Enforcement	9. Project Period: October 1, 2012 - September 30, 2015
10. VOCA Category: General Victim Assistance	11. Total Grant Award Amount / Match Amount: \$122,390.00 / \$ 30,597.50
12. Semi-Annual Narrative and Statistical Reports: April 30, 2013 October 31, 2013 April 30, 2014 October 31, 2014 (final) April 30, 2015 October 31, 2015 (final)	13. Financial & Outcome Measures Reports Due Dates: January 31, 2013 July 20, 2014 April 30, 2013 October 31, 2014 (final) July 20, 2013 January 31, 2015 October 31, 2013 April 30, 2015 January 31, 2014 July 20, 2015 April 30, 2014 October 31, 2015 (final)
This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "Victims of Crime Act Non-Competitive Program Grant". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.	

**OREGON DEPARTMENT OF JUSTICE
VOCA INTERGOVERNMENTAL GRANT AWARD AGREEMENT**

**2012 VOCA NON-COMPETITIVE GRANT AGREEMENT
AMENDMENT #1
VOCA-NC-2012-PPB-00020**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096
Fax: 503-378-6974

AND: City of Portland (Grantee)
1120 SW Fifth Ave. Room #1250
Portland, OR 97204-1912
Fax:

PROJECT START DATE: October 1, 2012

RECITALS

WHEREAS, the Grantor and Grantee wish to modify the terms and conditions of the 2012 VOCA Non-Competitive Grant Agreement effective as of October 1, 2012 (as amended, the "Agreement").

ALL TERMS AND CONDITIONS in the original grant Agreement and subsequent grant agreement amendments remain unchanged and in full force with the exception of deleted language (designated by strikethrough and brackets) and new language (designated by bold and underline).

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SECTION 2, GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a year one allocation of \$ 40,000.00, ~~[and] a year two allocation of \$ 40,000.00~~ **and a year three allocation of \$ 42,390.00** for a total maximum allocation of ~~[\$ 80,000.00]~~ **\$ 122,390.00** (the "Grant") from VOCA, to financially support and assist Grantee's implementation of the following from the Grantee's 2012-2014 VOCA Non-Competitive Program Application submitted as of 9/9/2014 ("Grantee's Application"), (1) the project description as provided in the Project Description of the Grantee's Application (Form F of the VOCA Application); (2) the federal VOCA Priority Category **General Victim Assistance** the Grantee will serve (Form A of the VOCA Application); (3) the goals, objectives and performance measures (Form I of the VOCA Application), (4) the Budget (as defined below); ~~[and]~~ (5) budget forms (Forms I-M of the VOCA Application); **and (6) the Budget Extension forms (Forms N-S of the VOCA application)** all of which are incorporated herein by this reference and collectively referred to as the "Project".

Section 2.04. Conditions Precedent to Each Disbursement. Section 2.04 is amended as follows to include Subsections (g), (h), (i) and (j):

Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (g) Grantee certifies insurance coverage in full force for the duration of this Agreement;
- (h) If Grantee expends \$500,000 or more in federal funds from all sources in a fiscal year beginning prior to December 26, 2014, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133;
- (i) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F;
- (j) If Grantee agency does not claim an exemption from the EFOP requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EFOP;

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

"None."

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on [~~September 30, 2014~~] September 30, 2015 (the "Availability Termination Date"). Grantor may not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed performance or on [~~September 30, 2014~~] September 30, 2015, whichever date occurs last. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

2. SECTION 3, USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of Oregon law. Furthermore, Grantee's expenditure of Grant money must be in accordance with the Project budget and narrative (the "Budget") set forth in the Grantee's Application. The year one maximum allocation described in section 2.01 may only be allocated for Project costs incurred between October 1, 2012 and September 30, 2013. Any funds that may remain unexpended from the year one allocation may be carried forward and included in the year two allocation. The year two allocation described in section 2.01 may only be allocated for Project costs incurred between October 1, 2013 and September 30, 2014. Any funds that may remain unexpended from the year two allocation shall be returned to Grantor. The year three allocation described in section 2.01 may only be allocated for Project costs incurred between October 1, 2014 and September 30, 2015.

3. SECTION 5, GRANTEE'S AGREEMENTS

Section 5.02. Project Completion. Grantee shall complete the Project no later than ~~[September 30, 2014]~~ September 30, 2015 provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied Grantee, shall not be required to complete the Project.

Section 5.04. Civil Rights and Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Grantee shall comply with the following Oregon Department of Justice, Crime Victims' Services Division ("CVSD") policies for addressing discrimination complaints:
 - (i) Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victims' Services Division's Subrecipients under U.S. Department of Justice Grant Programs, available at http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_employees.pdf; and
 - (ii) Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victims' Services Division and the Oregon Department of Justice, Crime Victims' Services Division Subrecipients available at http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_participants.pdf.
- (c) Grantee shall conduct periodic training to Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by CVSD and available at http://www.doj.state.or.us/victims/pdf/civil_rights_fact_sheet.pdf.

Section 5.06. Training Requirements. Section 5.06 is amended as follows to include Subsections (a), (b), (c), (d), (e) and (f):

~~[Grantee shall comply with the training requirements for VOCA funded staff. Domestic Violence and Sexual Assault providers shall make provision to attend the Department of Human Services-based domestic violence and sexual assault training. Grantee shall make provision to attend the State Victim Advocate Academy training. Grantee shall notify the Department of Justice, CVSD as to when this requirement is completed.]~~

- (a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee: http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf.
- (b) Grantee shall ensure that VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special

Population organizations attend the Oregon Basic State Victim Assistance Academy (SVAA) training: <http://www.oregonvictims.org/basic-svaa>. Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSD approval that covers topics relevant to the VOCA-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, VAT Online described in subsection (c) of this Section, and additional population-specific topics.

- (c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training Online (VAT Online) or a training program that minimally covers the topics included in VAT Online: <https://www.ovcttac.gov/views/TrainingMaterials/dspOnline> VATOnline.cfm. Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be from VAT Online, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (d) VOCA-funded staff providing direct services are encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.
- (e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system ("CVSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors or governing body or designated leaders.
- (f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

Section 5.07. Reporting Requirements. Subsection (c) of Section 5.07 is amended as follows:

- (c) Client Feedback Form and Outcome Measure Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three (3) CVSD Common Outcome Measures as designated by the Grantor in the most recent version of the VOCA Grant Management Handbook as well as collect other data as requested by the Department of Justice, CVSD. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30 and no later than July 20 for the calendar quarter ending June 30. ~~[Grantee shall use the forms and fill out the forms according to instructions in the most recent version of the VOCA Grant Management Handbook. Additionally, if the grantee is a prosecutor-based Project, they must also distribute, collect and report on Victims' Rights Outcome Measures during a designated time period as directed by the Department of Justice, CVSD.]~~

Section 5.12. Maintenance, Retention and Access to Records; Audits. Subsections (a), (c) and (d) of Section 5.12 are amended as follows:

- (a) Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the most recent version of the Office of Justice Programs (OJP) Financial Guide, including without limitation in

accordance with Office of Management and Budget (OMB) Circulars A-102, A-133 (if applicable), and 2 CFR part 200, 2 CFR Part 215, 2 CFR Part 220, and 2 CFR Part 225 [and 2 CFR Part 230]. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Chief Financial Officer available at: <http://www.ojp.usdoj.gov/financialguide/> and apprise itself of all rules and regulations set forth.

- (c) Audits. If Grantee *expends* \$500,000 or more in federal funds (from all sources) in its fiscal year, beginning prior to December 26, 2014, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. If Grantee expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to ODOJ/CVSD within 30 days of completion. If Grantee expends less than \$500,000 [in its fiscal year] in federal funds in [its] a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in [Section 5.08 (b) herein] subsection (b) of this Section.
- (d) Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 or 2 CFR part 200, subpart F are unallowable. If Grantee did not expend \$500,000 or more in federal funds in [its] a fiscal year beginning prior to December 26, 2014, or \$750,000 or more in federal funds in a fiscal year beginning on or after that date, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.13. Compliance with Laws. Section 5.13 is amended as follows to include Subsection (h).

- (h) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

Section 5.15. The Grantee assures that it will: Subsections (c), (d) and (e) of Section 5.15 are amended as follows:

- (c) ~~Comply with the applicable provisions of the guidelines for crime victim assistance grants, and the requirements of the current version of the "Financial Guide," Office of Justice Programs~~ Financial Guide, available at: <http://www.ojp.usdoj.gov/financialguide/> and;
- (d) ~~Submit financial audit subject to requirements of Office of Management and Budget (OMB) 2 CFR Part 215 formerly known as Circular A-110 relating to non-profit organizations or OMB Circular A-128 relating to local government organizations; and~~
- (d) Comply with the terms of the most recent version of the VOCA Grant Management Handbook available at

http://www.doj.state.or.us/victims/pdf/voca_grant_management_handbook.pdf, and incorporated herein.

4. SECTION 7, MISCELLANEOUS

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by mutual written instrument agreement of signed by both parties or as described and certified through CVSD E-Grants, and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.09. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Monies; Section 5.12, [Records and Inspection] Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.15. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

5. Grantee represents and warrants to Grantor that the representations and warranties of Grantee set forth in Agreement are true and correct on the date of Grantee's signature hereto with the same effect as if made on that date.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
7. The individual signing this Amendment on behalf of Grantee represents and warrants to Grantor that he or she has been duly authorized to execute and deliver this Amendment on behalf of Grantee and to legally bind Grantee as set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON
acting by and through its Department of Justice

By: _____
Name: Shannon Sivell
Title: Director, Crime Victims' Services Division
Date: _____

GRANTEE

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

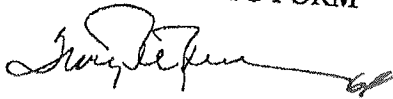

CITY ATTORNEY 9/29/14

EXHIBIT B



OMB APPROVAL NUMBER 1121-0140

As modified by the Office of Criminal Justice Services
Pursuant to request of the OJP Office of Civil Rights

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; 2 CFR part 200; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:
 - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - Victims of Crime Act (42 U.S.C. § 10604(e));
 - Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
 - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - Rehabilitation Act of 1973 (29 U.S.C. § 794);
 - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
 - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
 - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
 - Equal Treatment for Faith-Based Organization (28 C.F.R. pt. 38); and
 - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).

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

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

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

b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

APPROVED AS TO FORM



CITY ATTORNEY

9/29/14

EXHIBIT C

SINGLE AUDIT CERTIFICATION LETTER

October 1, 2014

Ms. Eileen Roe
City of Portland
1120 SW Fifth Ave. Room #1250
Portland, OR 97204-1912

RE: Subrecipient Audit Requirements of OMB Circular A-133 (**2 CFR Part 200, Subpart F for audits of fiscal years beginning on or after December 26, 2014**) Grant Agreement between the Oregon Department of Justice and City of Portland for the period of October 1, 2012 – **September 30, 2015** under the VOCA Non-Competitive Grant Award/CFDA#16-575 / \$122,390.00

Dear Ms. Eileen Roe,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations* **and 2 CFR part 200, subpart F**. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of Circular A-133 can be found at the following web address:

http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf **and a copy of 2 CFR Part 200, Subpart F can be found at the following web address: http://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#2:1.1.2.2.1.6**

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (**CVSD will only accept the URL address for your organization's audit or an electronic copy**), sign and date the letter and return this letter along with your Grant Agreement and Exhibits [A], B, D, and E.

1. _____ We have completed our [Circular A-133] **single** audit for our most recent fiscal year, ending _____. A copy of **The URL address indicated below or an electronic copy of** the audit report and a schedule of federal programs by major program [~~are enclosed~~] have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)
URL address for single Audit:
2. _____ We expect our [Circular A-133] **single** audit for our most recent fiscal year, ending _____, to be completed by _____. **The URL address or an electronic copy of our audit report and a schedule of federal programs by major program** will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. [~~A schedule of federal programs is enclosed.~~] **(If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)**
3. _____ We are not subject to the single audit requirement because:
 _____ We are a for-profit organization.
 _____ We expend less than \$500,000 in federal funds [~~annually~~] **in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date.**
 _____ Other (please explain) _____

Print Name **of Fiscal Officer**

Title

Signature **of Fiscal Officer**

Date

Please address all correspondence to:
Oregon Department of Justice, CVSD
1162 Court Street NE
Salem, OR 97301-4096

Oregon Department of Justice – Crime Victims’ Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, identifying, under “I,” the person responsible for reporting civil rights findings; and checking only the one certification under “II” that applies to your agency. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under “I”, keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victims’ Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits [A:] B, C, and E.

Grant Award: VOCA-NC-2012-PPB-00020		Grant Title: VOCA Non-Competitive Grant Award
Grantee Name (Funded Entity): City of Portland		
Address: 1120 SW Fifth Ave. Room #1250, Portland, OR 97204-1912		
Project Period: Start Date: 10/1/2012 End Date: <u>9/30/2015</u>		Award Amount: \$122,390.00
Contact Name, Phone # & E-mail address: Ms. Eileen Roe, (503) 823-6819, eileen.roe@portlandoregon.gov		

AUTHORIZED OFFICIAL’S CERTIFICATION: As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

- I. REQUIREMENTS OF SUBGRANT RECIPIENTS: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

I certify that _____ [Grantee] will comply
with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title

Signature

Date

- II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute’s administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B or C below) that applies to this Grantee agency during the period of the grant duration noted above.

☐ **CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

- ☐ Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☐ Grantee has less than 50 employees; and/or
- ☐ Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

I, _____ [authorized official],
 certify that _____ [Grantee]
 is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

Print or Type Name and Title_____
Signature_____
Date☐ **CERTIFICATION B: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [authorized official],
 certify that _____ [Grantee],
 which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, DOJ/CVSD, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
 _____ [organization],
 _____ [address].

Print or Type Name and Title_____
Signature_____
Date☐ **CERTIFICATION C: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [authorized official],
 certify that _____ [Grantee],
 which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title_____
Signature_____
Date

* * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits [A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Electronically scan the signed document and send the signed document to EEOPForms@usdoj.gov with EEOP Certification in the subject line. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <http://www.ojp.usdoj.gov/ocr>.

EXHIBIT E**VICTIMS OF CRIME ACT SPECIAL CONDITIONS**

1. Grantee will comply with the conditions of VOCA, sections 1404 (a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.
2. Grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Grantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the Grantee is in compliance.
3. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. Reporting Fraud, Waste, Error and Abuse
Promptly refer to the U.S. Department of Justice, Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted false claim for Grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Grant funds.

Report potential fraud, waste, abuse, or misconduct to the U.S. Department of Justice, OIG by:

Mail: Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov

Hotline: (contact information in English and Spanish): 1-(800) 869-4499

Fax: (202) 616-9881

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

6. Grantee understands and agrees that is cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.
7. Grantee agrees to comply with any additional requirements that may be imposed during the Grant performance period if the Grantor determines that the Grantee is a high-risk grantee.

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8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), OJP encourages Grantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles available at <http://www.ojp.usdoj/funding/ojptrainingguidingprinciples.htm>.
10. Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Grantee will promptly notify, in writing, the Fund Coordinator for this award, and, if so requested by DOJ/CVSD, seek a budget-modification or change-of-project-scope grant amendment to eliminate any inappropriate duplication of funding.
11. Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
12. Grantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Certification: I certify that I have read and reviewed the above assurances and the grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

APPROVED AS TO FORM



CITY ATTORNEY

9/29/14