

NATIONAL
PREA
RESOURCE
CENTER

March 28, 2013

Aaron Lawlor
County Board Chairman
County of Lake
18 N. County Street
Waukegan, IL 60085

Re: Grant Award Letter for Grant Number 16225

Dear Aaron Lawlor:

The National PREA Resource Center, operated by the National Council on Crime and Delinquency (NCCD) under a cooperative agreement with the Bureau of Justice Assistance (BJA) within the US Department of Justice, is pleased to inform you that its Peer Review Committee approved a grant to the County of Lake (Grantee) to support work described in the Establish "Zero Tolerance" Cultures for Sexual Abuse in Local Adult and Juvenile Detention Facilities grant proposal. This work is supported under BJA Cooperative Agreement Number 2010-RP-BX-K001 (CFDA #16.735).

Grant Amount:	\$100,000 as outlined in approved budget, Attachment #3.
Grant Type:	Cost reimbursement grant, with no matching funds required.
Grant Title:	PREA Grant Lake County IL
Grant Period:	April 1, 2013 – March 31, 2014
Reports:	Must be submitted through ZoomGrants on a quarterly basis with one final report due upon completion of the project.
Invoice Schedule:	Invoices should include required attachments and be submitted through ZoomGrants on a quarterly basis, accompanying quarterly reports.

Please do not hesitate to contact Senior Accountant/Contracts Manager Justin Brown at jcbrown@nccdglobal.org with any financial or contractual questions. Deirdre O'Connor should be contacted at doconnor@nccdglobal.org with information or questions concerning the programs funded by this grant.

We are pleased to support the work and contributions of your organization. We look forward to working with you over the period of your grant.

Sincerely,



Alex Busansky
President, NCCD

GRANT TERMS AND CONDITIONS

1. Use of Funds. Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide (<http://www.ojp.usdoj.gov/financialguide/>). Grantee shall be reimbursed for expenses per the approved budget (Attachment #3) and shall use the grant funds only for the purposes of the specific project described above. If an award exceeds \$100,000 and the cumulative changes between approved budget categories exceed 10% of the total grant amount or changes the scope of the project, Grantee is required to get NCCD's prior approval. If an award is less than \$100,000 and the scope of the project does not change, prior approval to modify your budget is not required. Grantee shall repay to NCCD any portion of the grant funds which is not spent or committed for these purposes.

2. Equal Employment Opportunity. Grantee agrees to comply with all federal laws and regulations regarding equal employment opportunity.

3. Quarterly Reports. Grantee agrees to submit progress reports quarterly with the first report due July 1, 2013, and every three months thereafter. Required quarterly reports should be submitted through ZoomGrants.com. See Attachment #2 for guidance.

4. Final Report. Grantee agrees to submit a final report at the end of the project documenting all relevant project activities from the beginning date of this agreement. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 30 days following the close of this agreement.

5. Invoices. Invoices must accompany quarterly reports and be submitted on a quarterly basis through Zoomgrants. All receipts for equipment, furniture, consultants, travel, and other costs must be provided as an attachment. Information must also be provided regarding budget categories and personnel hours, as outlined in the invoicing template (Attachment #1). Payment of the final invoice is contingent upon completion of the final report.

6. Employee Compensation. With respect to this agreement, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of Grantee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An employee may be compensated at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds). These rates are outlined on the US Office of Personnel Management website, www.opm.gov.

7. Consultant/Contractors. All sub-contracts that exceed \$100,000 under this agreement should be competitively awarded. This agreement does not indicate approval of any subcontractor and/or consultant rate in excess of \$450 per day.

8. Travel. Travel costs must abide by the terms of federal travel policy. The US General Services Administration website (<http://www.gsa.gov/portal/category/100120>) outlines the allowable per diem amounts for meals and incidental expenses (M&IE), and these standard amounts can be used instead of actual costs for each travel day, except the first and last

day, which can only be billed at seventy-five percent (75%) of the appropriate M&IE per diem rate. Every attempt should be made to obtain the federal per diem rate for lodging. Any taxes and fees added to the room rate are in addition to the federal per diem rate, and are reimbursable. No tips are allowed to be charged to federal projects. All airfares or train fares are to be economy/coach. Airfare and lodging expenses are not considered incidental, and receipts substantiating these expenses must be submitted as invoiced. Also, grantees should maintain their own record of travel cost receipts in order to substantiate these expenses in the case of an audit.

9. Conferences and Events. NCCD must be made aware of any conferences or events that will be conducted with contributing funds from this grant in advance of any obligation of funds for that purpose. Deirdre O'Connor should be contacted via email at doconnor@nccdglobal.org.

10. Supplanting. Federal funds may be used to *supplement* existing State and local funds for program activities and must not supplant, supersede and or replace those funds that have been appropriated for the same purpose.

11. False Claims Act. The civil False Claims Act (FCA) prohibits the knowing submission of false or fraudulent claims to the government for payment and/or false or fraudulent claims involving government funds. Knowing is defined under the FCA as actual knowledge, deliberate ignorance, or reckless disregard of the truth or falsity of the claim.

12. Recordkeeping. Grantee shall treat grant funds as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on the Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to NCCD at reasonable times for review and audit and shall comply with all reasonable requests of NCCD for information and interviews regarding the use of these funds. Periodic site visits and/or audits may be performed. NCCD, BJA, the Comptroller General, or any of their representatives shall have access to any books, documents, papers, and records of the Grantee and their contractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Grantee shall retain all required records for three (3) years after NCCD makes final payments and all other pending matters are closed.

13. Audit. 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, Chapter 19. Grantee further agrees to notify NCCD within 30 days of completion of Grantee's annual audit, that the audit is complete. If there are findings in the audit, a copy of the audit must be forwarded promptly to NCCD.

14. Prohibited Uses. Grantee shall not use any portion of the funds as follows:

- a. To influence the outcome of any specific election for candidates to public office;
- b. To induce or encourage violations of law or public policy or the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express approval of OJP;

- c. To cause any private inurement or improper private benefit to occur;
- d. Alcohol costs are not allowable expenses;
- e. Vehicles are not allowable expenses;
- f. Cameras and other electronic monitoring equipment are not allowable expenses;
- g. Overtime or salaries to back-fill/cover front line staff positions to allow staff to attend training is not an allowable expense;
- h. Renovation and construction costs are not allowable expenses; and
- i. Grantee cannot use any federal funds, either directly or indirectly, in support of the Association of Communication Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of OJP.

15. Lobbying, Reliance on Project Budget. 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.

16. Misconduct. Grantee must promptly refer to the US Department of Justice's (DOJ's) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-awardee, sub-grantee, sub-contractor, or other person has either (1) submitted a false claim for grant funds under the FCA; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub-awardees. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail to the Office of the Inspector General, US Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; email to oig.hotline@usdoj.gov; call the hotline at (800) 869-4499 (contact information in English and Spanish); or fax the hotline at (202) 616-9881. Additional information is available from www.usdoj.gov/oig.

17. Termination. If NCCD determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, NCCD may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other agreement, and NCCD may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to NCCD. Also, this Agreement shall terminate (a) upon the Grantee's organization dissolution; (b) by Grantee's non-compliance with any laws and government regulations; or (c) if NCCD's funding for this contract is discontinued. NCCD will provide Grantee with written notice of any deficiency or non-compliance before terminating the Agreement.

18. Grant Announcements. NCCD may include information on the grant in its periodic public reports.

19. Confidentiality.

- a. NCCD Information. In this Agreement, "Confidential Information" means all information disclosed whether in writing, orally, or by another means whether directly or indirectly and whether specifically designated as "confidential" or which ought reasonably to be regarded as confidential under or in connection with NCCD ("the Disclosing Party") to Grantee ("the Receiving Party"). Whether before or after Term of the Grant, Grantee shall not disclose Confidential Information for any purpose other than the performance of its obligations in relation to the Grant, not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party, and make every effort to prevent the use or

disclosure of Confidential Information. The Receiving Party may disclose Confidential Information to any of its directors, other officers, and employees ("a Recipient") to the extent that the disclosure is reasonably necessary for the purposes of the Grant. Before disclosure to a Recipient, the Receiving Party shall ensure that the Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality as if the Recipient was a party to the Grant Conditions.

- b. Information of Third Parties. Grantee will fully comply with the confidential and privacy requirements relating to third-party information as fully set forth at 42 USC § 3789g and 28 CFR Part 22.

20. Intellectual Property and Licenses. NCCD and OJP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for Federal purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a sub-awardee or its sub-contractor purchases ownership with Federal support.

Grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or sub-award; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

It is the responsibility of Grantee (and of each sub-contractor, if applicable) to ensure that this condition is in any sub-contract under this award.

21. Publications; Website.

- a. Written, Visual or Audio Publications. Any written, visual, or audio publication, with the exception of press releases, whether published at the Grantee's or NCCD's expense, shall contain the following statements: "This project was supported by Grant No. 2010-RP-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
- b. Website. Any website that is funded in whole or in part under this award shall include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service: "This website is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, US Department of Justice. Neither the US Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, titled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

All publications, materials, training curriculum, and services funded under this grant must be consistent with the Prison Rape Elimination Act (PREA) standards as published by DOJ. Grantees and their sub-contractors are encouraged to review materials available through the National Institute of Corrections and the National PREA Resource Center

("PRC") when developing publications, materials, training curriculum, and services funded under this grant. Grantees may be asked to forward publications, materials, and training curriculum to PRC.

22. Relationship of the Parties. Grantee agrees that by virtue of this Agreement, Grantee is independent of NCCD; neither Grantee nor any of its employees is an employee, agent, or partner of NCCD; and neither Grantee nor any of its employees is authorized to bind NCCD by contract or otherwise. Grantee is solely responsible for all activities supported by grant funds, the content of any product created with grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone. NCCD has awarded grant funds to Grantee so that Grantee may perform the services described in the accepted application, and Grantee reserves the right to determine the method, manner, and means by which the services will be performed. If Grantee intends to hire employees or agents to accomplish the objectives of this Agreement, it herewith certifies that it is an equal opportunity employer. Grantee shall not be required to devote Grantee's full time to the performance of the services required hereunder, and it is acknowledged that Grantee has the right to perform services for other clients.

23. Indemnification. Grantee shall indemnify, hold harmless and defend NCCD from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with the negligence or intentional acts or omissions of the Grantee in the performance of this Agreement.

24. No Waivers. The failure of NCCD to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

25. Potential Additional Requirements. Grantee agrees to comply with any additional requirements that may be imposed during the agreement performance period if NCCD or BJA determines that the recipient is a high-risk Grantee. Cf. 28 CFR parts 66, 70.

26. Evaluation. Grantee agrees to cooperate with any assessments, national evaluation efforts, or information of data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within the work of this Agreement.

27. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, 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.

28. Entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire Agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in writing signed by both parties.

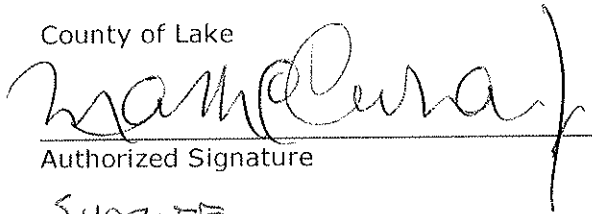
29. Governing Law. This Agreement shall be governed by the laws of the United States of America. Funding for this work is from federal sources. Grantee agrees to abide by all pertinent federal laws and regulations.

ACCEPTANCE

If this Grant Agreement, including the Grant Award Letter and the Grant Terms and Conditions, correctly sets forth your understanding of the terms of this grant, please indicate your organization's agreement by having an authorized officer sign a copy of this letter and return it to NCCD. Payment of Grant funds will commence only when NCCD is in receipt of an executed copy of this form to acknowledge the terms of the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the signature date.

County of Lake



Authorized Signature

SHERIFF

Title

APRIL 15, 2013

Date

18 N. County Street
Waukegan, IL 60085
Phone: (847)-377-2000

36-6006600

EIN Number

National Council on Crime and
Delinquency (NCCD)

Alexander Busansky, President

Date

1970 Broadway, Suite 500
Oakland, CA 94612
Phone: (510) 208-0500
FAX: (510) 208-0511
www.nccdglobal.org

Sample Invoice
National PREA Resource Center
BJA Cooperative Agreement Number 2010-RP-BX-K001

Company Name: Subcontractor Inc.
 Company Address: 1212 Market Street, Washington DC 20009
 Invoice Number: #2
 Invoice Period: January 1, 2013 – April 30, 2013

Budget Category		Approved Budget	Quarterly Costs (Project Code 771)	Total Billed to Date (include this quarter's costs)	Budget Remaining
A.	Personnel*	100,000	5,320	6,000	88,680
B.	Fringe Benefits	30,000	2,125	4,000	23,875
C.	Travel	400	50	300	50
D.	Equipment	1,000	140	800	60
E.	Supplies	1,500	60	60	1,380
G.	Consultant/Contractor	50,000	1,500	25,000	23,500
H.	Other Direct Costs	15,000	1,325	5,000	8,675
Total Direct Costs		197,900	10,520	41,160	146,220
I.	Indirect Costs	12,000	3,000	6,000	3,000
Totals		209,900	13,520	47,160	149,220

A.	Personnel Detail*	Role	Quarterly Hours/Rate	Contribution
	Sam M. Example	Senior Advisor	\$40 x 133hrs	Directed and managed team activities, documented conference calls, and designed publication material.

Attachment #2

Quarterly Report/Final Report Template

QUARTERLY PROGRESS REPORT QUESTIONS

All applicants will be required to submit quarterly progress reports to PRC through zoomgrants.com. Report content should include the following.

Project Summary

What are the major goals of the project?

Accomplishments

What has been accomplished toward meeting these goals during this reporting period? Describe progress toward or completion of all project goals.

Next Steps

What is planned for the next reporting period to achieve the project goals? Address any changes to the project timeline.

Products

List all products developed or delivered with grant funds. Examples include inmate education materials, training curriculum, policies and procedures, publications, conference papers, presentations, etc. All listed products must be attached under the Documents tab.

Project Staff

List agency staff who were involved in project activities and describe their involvement. Include, position, project role, percent of full-time equivalent or number of days, and contribution to project.

Collaboration

Describe how other collaborators, system stakeholders, or community agencies have been involved.

Knowledge Sharing

Describe how the success of your project has been or will be shared with other detention facilities to support implementation of PREA standards.

Program Sustainability

Describe how the program activities may be sustained beyond grant funding, including any anticipated challenges.

Attachment #3

Approved Budget

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Inmate Orientation Handbook (Copying Costs)	\$4.00 X 600	\$2,400.00
Printing of Policy Revisions	\$8.00 X 50	\$400.00
Employee Training Materials	\$7.00 X 200	\$1,400.00
Public Display Materials	\$40.00 X 25	\$1,000.00
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		
TOTAL		\$5,200.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
four lines per entry, use boxes below or an additional page for more space if required		
TOTAL		\$0.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Unknown- Will use County's Procurement Policy	Review and rewrite current corrections policies and procedures to be compliant with PREA standards	Per Project	\$10,000.00
Unknown- Will use County's Procurement Policy	Revamp training materials for corrections staff	Per Project	\$25,000.00
Unknown- Will use County's Procurement Policy	Revamp Inmate Orientation, Handbook, Notifications	Per Project	\$25,000.00
Unknown- Will use County's Procurement Policy	Attorney Fees to Modify Current Vendor Contracts to be compliant with PREA	\$140/Per Hour X 25 Hrs	\$3,500.00
<i>Subtotal</i>			\$63,500.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Consultant expense entry 1, one line per	maximum of three lines		
	maximum of three lines		
Consultant expense entry 1, one line per	maximum of three lines		
<i>Subtotal</i>			\$0.00

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost	
Inmate Screening Tools	\$20,000.00	
Increase to current Medical/Mental Health Contract to serve additional inmates. Services were not offered to abusers and old screening tool potentially missed a substantial number of victims.	\$20,000.00	
<i>Subtotal</i>		\$40,000.00
TOTAL		\$103,500.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$5,200.00
F. Construction	\$0.00
G. Consultants/Contracts	\$103,500.00
H. Other	\$0.00
Total Direct Costs	\$108,700.00
I. Indirect Costs	\$0.00
TOTAL PROJECT COSTS	\$108,700.00

Federal Request	\$100,000.00
Non-Federal Amount	\$8,700.00