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Iowa Department of Public Safety
Office of Drug Control Policy (ODCP)

Standard Grant Conditions & Certified Assurances

Revised May 2026

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1. **General**

Standard grant conditions and certified assurances, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant (JAG); Methamphetamine Hot Spots; Residential Substance Abuse Treatment (RSAT); Byrne Discretionary; Project Safe Neighborhoods (PSN); John R. Justice (JRJ); Drug Free Communities (DFC); Anti-Heroin Task Force; State Crisis Intervention Program (SCIP); Paul Coverdell Forensic Science; and any other grant administered by the ODCP involving federal or state funding.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the grant is indicated by the applicants' signatures on the grant contract, certifications, and by requesting and expending grant funds.

The Grantee shall abide by all applicable federal, state, and local laws, rules and regulations. The Grantee shall comply with all applicable U.S. Department of Justice (DOJ) grant award special conditions and provisions of the DOJ Financial Guide. The certified assurances and forms signed or submitted via www.iowagrants.gov by the Grantee in making application for grant funds are incorporated herein.

2. **Definitions**

a. "Deliverable" means any good, product, service, work, work product, item, material or property created, developed, produced, delivered, performed or provided by or on behalf of Grantee in connection with this contract.
b. "Grantee" or "Legal Applicant" or "Recipient" means the governmental agency contracting with the Iowa Office of Drug Control Policy.
c. "ODCP" means Iowa Office of Drug Control Policy.
d. "Program Director or Project Director" means the person who has been delegated authority to administer the project described in the application.
e. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.
f. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
g. "State" means the State of Iowa.

3. **Accountability for All Grantees**

The Grantee shall promote effectiveness, efficiency, and accountability. The Grantee must serve the public in an ethical and transparent manner, including operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust. The ODCP reserves the right to verify the contents of the Grantee's application and any assertions, reporting, attestations, and submissions to the ODCP or any other governmental agency throughout the term of the grant. If the ODCP determines the Grantee has provided false, misleading, or inaccurate information to the ODCP or another governmental agency, grant funds may be withheld, suspended, or terminated.

4. **Additional Guidance for Nonprofit Organizations**

A nonprofit organization awarded a subcontract pursuant to section 9 of this document must be aware of and comply with applicable law and regulations. *The Iowa Principles and Practices for Charitable Nonprofit Excellence* should be used as a means of educating nonprofit organizations about

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the laws and regulations with which they must comply and to provide guidance about appropriate operational practices and ethical conduct.

5. Accounts and Records

a. The Grantee shall comply with pertinent state and federal laws and the provisions of the DOJ Financial Guide.
b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. The Grantee shall maintain separate records for each federal grant or program. Cash or matching contributions made by the Grantee shall be verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.
c. The Grantee shall maintain effective control and accountability for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such assets and property and assure that it is used solely for authorized purposes. Accounting records shall be supported by source documentation such as electronic checks or warrants, paid bills, receipts, payrolls, contract award documents, and similar documents.
d. In creating project expenditure accounts, records, and reports, the Grantee shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be documented in the financial reports submitted to the ODCP.
e. The Grantee shall maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.
f. The Grantee shall retain all pertinent records and books of accounts related to this contract for a period of three years following the closure of the Grantee's most recent audit report. In the event of litigation, negotiation, or audit findings, the records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

6. Cash and In-Kind Match

If cash or in-kind match is required, the match will be identified in the grant contract signed by the Grantee as well as in the approved budget. If cash match is included in the approved budget, the Grantee must be able to demonstrate that the match is from a new appropriation or from existing resources which were not intended for the stated program purpose.

All funds designated as match are restricted to the same use as grant program funds. The matching share must be obligated by the end of the performance period for which federal funds have been made available for obligation under an approved program or project. The Grantee must submit a written plan for expenditure of matching funds if requested by the ODCP.

The Grantee shall maintain records clearly showing the source, the amount, and the timing of all match contributions. The following may be used as cash match:

a. Local and state appropriations.
b. Funds contributed from private sources.
c. Federal funds from the Housing and Community Development Act of 1974, the Appalachian Regional Development Act, or General Revenue Sharing.
d. Salaries of existing personnel who are transferred to grant activities, if the original positions are filled with new personnel.

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e. Asset forfeiture funds resulting from state or federal court action per applicable state and federal guidelines.
f. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award.
g. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands.
h. Funds otherwise authorized by law.

7. Non-Supplanting Requirement

Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose. The Grantee may not reduce non-federal resources due to the receipt or expected receipt of federal funds. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Grantee will be required to supply documentation demonstrating compliance.

8. Program Income

Program income means gross income earned by the Grantee during the grant period as a direct result of the grant award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project. Program income shall be accounted for and used for any purpose that furthers the objectives of the legislation under which the award was made. Program income earnings and expenditures must be reported with claims for reimbursement and must be used in accordance with the provisions of 2 CFR Part 200, Uniform Administrative Requirements.

9. Subcontracting

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by the ODCP, except for subcontracts under $1,500. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor and the contract policies and requirements. Full and open competition is required unless specific advanced approval is obtained to use a noncompetitive approach in contracting for a good or service. All grant-related certifications and conditions agreed upon by the applicant agency shall be passed on to subcontracted agencies. Subcontractors shall complete the Standard Grant Conditions and Assurances Certification.

10. Unreasonable Restrictions on Competition Under the Award

Consistent with DOJ Part 200 Uniform Requirements, including as described in 2 CFR 200.300 and 200.319(a), no Grantee or subrecipient at any tier may, in any procurement transaction, discriminate against any person or entity on the basis of such person or entity's status as an associate of the federal government or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate, except as expressly set out in 2 CFR 200.319(a) or as specifically authorized by DOJ. The Grantee monitoring responsibilities include monitoring of subrecipient compliance with this condition.

11. Property and Equipment

Iowa Administrative Code and DOJ's Financial Guide prescribe property rules and regulations. The Grantee shall develop procedures to assure competitive acquisition of approved purchases in excess of the micro-purchase threshold.

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a. Definition of Equipment: Tangible personal property including information technology systems having a useful life of more than one year and a per-unit acquisition cost of $10,000 or greater, or the Grantee's capitalization policy if it is less than $10,000. If the Grantee does not have a capitalization policy in place, the federal policy amount of $10,000 must be followed. The Grantee's records system may include items of equipment in addition to those defined above.
b. The Grantee shall maintain property records, inventory control, and maintenance procedures for all non-expendable property purchased all or in part with grant funds. An inventory report form must be completed and submitted with the last project report to the ODCP. Procedures for managing equipment, including replacement equipment, whether acquired in whole or in part with project funds, will contain records which include a minimum of the following:
    i. Description of the property.
    ii. Serial number or other identification number.
    iii. Source of the property.
    iv. Identification of who holds the title.
    v. Acquisition date.
    vi. Cost of the property.
    vii. Location of the property.
    viii. Disposition data including the date of disposal and sale price.
c. Title of Property: Notwithstanding any other provision of law, title to all expendable and nonexpendable property purchased with grant funds shall vest in the agency that purchased the property if it certifies to the ODCP that it will use the property for the purposes outlined in the grant application. If such certification is not made, title to the property shall vest in the State of Iowa, which shall seek to have the property used for program related purposes elsewhere in the state prior to using it or disposing of it in any other manner.
d. Use of Property: The Grantee may use property acquired in whole or in part with federal funds for the authorized purpose of the original grant as long as needed, even if the program or project is no longer supported by federal funds.

12. Computer Systems

No federal funding may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection 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.

13. Travel

Only travel specifically identified in the grant application and budget is approved for reimbursement by the ODCP. Requests for training and travel not identified and approved in the application and grant budget requires prior approval by ODCP and must be submitted to the ODCP in writing.

The Grantee shall follow State of Iowa travel policies. State of Iowa travel guidelines will apply to all subrecipient travel costs including meals, lodging, airfare, parking, ground transportation, rental car, and all other expenses. There may be exceptions to the lodging rates when staying at the facility hosting the event. If the event location rate exceeds the rate listed above, the Grantee must contact ODCP to receive approval prior to travel. Grantees are encouraged to contact ODCP with questions regarding travel reimbursement rates and processes.

In-state meal reimbursement includes a per diem rate of $37, with a maximum of 75% allowed on the first and last days of travel. In-state lodging is limited to $80.00 plus taxes. Beginning January 1, 2022,

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Iowa Code requires employees to confirm their in-state lodging provider has received the Human Trafficking Prevention Training and is listed on the state's Certified Locations List. Grantees who stay at non-certified facilities will not be reimbursed.

Out-of-state meal rates are determined by City Level. City levels can be found on the State of Iowa DAS website. Out-of-state lodging limits are defined by the federal travel regulations (FTR).

14. Payments

Expenditure reimbursement shall be made on program cash expenditures included in the grant budget upon the receipt and acceptance by the ODCP of a properly completed and authorized claim that includes proper supporting documentation. Payments may be adjusted by ODCP to correct disallowances. Reimbursement may be withheld if the Grantee is delinquent in program reporting or if the Grantee fails to meet any contract condition.

15. Reporting

a. Claims for Reimbursement: Completed online at www.iowagrants.gov. Due by the 23rd day of each month following the month in which expenses were incurred. Projects in good standing may elect to submit on a quarterly basis. Final Payment shall be requested within 23 days of the end of the grant performance period.
b. Quarterly Progress Reports: Completed online at www.iowagrants.gov. Due quarterly by October 23rd, January 23rd, April 23rd, and July 23rd.
c. Inventory Report Form: Equipment purchased all or in part with grant funds must be listed on the inventory report form completed online at www.iowagrants.gov within 30 days from the end of the grant performance period.

16. Audit Requirement for Private or Non-Profit Entities

Private or non-profit entities that spend $1,000,000 or more in federal funding during the entity's fiscal year is required to have a single or program-specific audit conducted that that year in accordance with 2 CFR Part 200 Subpart F. The audit must be conducted in accordance with the most current Government Auditing Standards.

17. Audits

Grantees are required to permit access to their records and financial statements as necessary to comply with 2 CFR Part 200 Subpart F and Iowa Code Chapter 11.

Non-federal entities that expend $1,000,000 or more in federal funds from all sources including pass-through subawards during the entity's fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F.

Non-federal entities that expend less than $1,000,000 in federal awards in a fiscal year are exempt from audit requirements for that year. Records must be available for review or audit by appropriate officials including the federal agency, pass-through entity, and General Accounting Office.

Audit reports must be submitted to the Federal Audit Clearinghouse or the ODCP no later than nine months after the close of each fiscal year during the term of the award. Grantees shall comply with any audit resolution activities as directed by the auditor and/or the ODCP.

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Audit costs for audits not required or performed in accordance with 2 CFR Part 200 Subpart F are not allowable. If the Grantee did not expend $1,000,000 or more in federal funds in its fiscal year audit costs may not be charged to the grant.

18. Monitoring and Evaluation

The ODCP reserves the right to monitor the Grantee's performance through site visits, reports, or other means deemed necessary by the ODCP. The Grantee agrees that the ODCP may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee shall provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by the ODCP or other appropriate agencies. The Grantee shall ensure the cooperation of the Grantee's employees, agents, and board members in such efforts.

Following each site visit or review the ODCP may submit a written report to the Grantee, which will identify any findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested by the ODCP. The corrective action plan shall be submitted to the ODCP for the approval within the timeline outlined in the written report. The Grantee shall carry out the plan after it is approved by the ODCP. Failure to do so may result in suspension or termination.

19. Changes in the Program

a. Changes in Service: Changes in types of services provided by the Grantee as agreed to in the application and award require prior approval by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in funding or termination of the grant.
b. Changes in Location: The Grantee shall notify the ODCP of any change in location from the submitted application, including relocation, addition, or deletion, within 72 hours of the change.
c. Changes in Program Director or Other Personnel: When there is a change from the submitted application in the program director or any other personnel supported by the grant, the ODCP must be notified. The Grantee is responsible for written notification of each action to the ODCP within 72 hours.
d. Change in Legal Applicant/Grantee: This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party without prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to decline to contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project and a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.
e. Change in Budget: Because budget line-item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget revision requests must be submitted to and approved by the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested via www.iowagrants.gov by the legal applicant or the Project Director, who must certify that the change in budget does not constitute a change in the goals or objectives of the program.

20. Copyrights

The DOJ, the State of Iowa, and the ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the copyright in any work

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developed under a grant or contract under a grant or subgrant and any rights of copyright to which Grantee or contractor purchases ownership with grant support.

21. Federal Omnibus Crime Control and Safe Streets Act

The Grantee shall comply with the Omnibus Crime Control and Safe Streets Act of 1968, as amended. The Grantee certifies that all the information presented is correct. The Grantee will comply with the provisions of the Act and all other federal laws, regulations, and guidelines.

22. Applicability of Part 200 Uniform Requirements and Compliance with DOJ Grants Financial Guide

The Grantee shall comply with the Uniform Administrative Requirements in 2 CFR Part 200 as adopted and supplemented by the DOJ in 2 CFR Part 2800, and the most current edition of the DOJ Grants Financial Guide.

23. Federal Funds Acknowledgment

Program directors are encouraged to make the results and accomplishments of their activities available to the public. Prior ODCP approval is not needed for publishing the results of an activity under a grant project; however, an acknowledgment of state/federal support must be made. The Grantee shall, when issuing statements, press releases, and other documents describing the grant project, clearly state: a) the percentage of the total cost of the project which was or will be financed with federal and state funds; and b) the dollar amount of federal and state funds for the project.

Any written, visual, or audio publication (excluding press releases, newsletters, and issue analyses) whether published at the expense of the Grantee or of the grant, shall contain the following statement: "This project was supported by Grant No.____, awarded by the Office of Drug Control Policy, with federal funding received through the U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the Office of Drug Control Policy."

24. Release of Information and Confidentiality of Records

a. Release of Public Grant Information: The Grantee is required to make available all records, papers, and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by federal or state confidentiality regulations. The intended use of such information will not be a criterion for release.
b. Confidentiality of Records: The Grantee shall maintain the confidentiality of all confidential records related to this grant in accordance with federal and state laws. Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and circumstances expressly authorized under the federal confidentiality regulations 42 CFR part 2 and Iowa Code Chapter 22.7. The Grantee shall comply with all requirements of 42 U.S.C. 3789g and 28 CFR part 22 that are applicable to the collection, use, and revelation of data or information.

25. Protection of Human Research Subjects

The Grantee and any subrecipient at any tier shall comply with the requirements of 28 CFR Part 46 and all DOJ policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval and subject informed consent, if applicable.

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26. Conflict of Interest

The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

27. Report Misuses of Funds

The Grantee shall promptly refer to the ODCP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either submitted a false claim for grant funds under the False Claims Act or 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 subcontract for services.

28. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Grantee or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 which relates to classified information, Form 4414 which relates to sensitive compartmented information, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

In accepting this award, the Grantee certifies that it neither requires, nor has required, internal confidentiality agreements or statements from employees or contractors that prohibit or otherwise restrict, or purport to prohibit or restrict, employees or contractors from reporting waste, fraud, or abuse as described above. The Grantee further certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict, or purport to prohibit or restrict, reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the ODCP, and will resume or permit resumption of such obligations only if expressly authorized to do so by the ODCP.

29. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, 28 CFR Part 67 Subpart F, the Grantee certifies that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment under 28 CFR Part 67.

Each Grantee receiving an award from the ODCP shall certify that it will maintain a drug-free workplace, or in the case of a Grantee who is an individual, certify to the ODCP that the individual's performance of award activity will be drug-free. If a Grantee makes a false certification, the Grantee is subject to suspension, termination, and debarment. Grantees are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Grantee's premises or off-premises while conducting official business. A report of a conviction must be made to the ODCP within ten days of receiving notice of such conviction.

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The Grantee certifies that it will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
b. Establishing a drug-free awareness program to inform employees about:
    i. The dangers of drug abuse in the workplace.
    ii. The Grantee's policy of maintaining a drug-free workplace.
    iii. Any available drug counseling, rehabilitation, and employee assistance programs.
    iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by this section.
d. Notifying the employee in the statement required by this section that, as a condition of employment under the grant, the employee will:
    i. Abide by the terms of the statement.
    ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
e. Notifying the agency within ten days after receiving notice required by this section from an employee or otherwise receiving actual notice of such conviction.
f. Taking one of the following actions, within 30 days of receiving notice under this section, with respect to any employee who is so convicted:
    i. Appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
    ii. Action requiring the employee to satisfactorily participate in a drug use assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

30. Americans With Disabilities Act

The Grantee shall comply with Subtitle A, title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation, 28 CFR Part 35.

31. Limited English Proficiency

The Grantee certifies that persons with limited English proficiency (LEP) have meaningful access to the services under this program. National origin discrimination includes discrimination based on LEP. To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The DOJ offers Guidance for Grantees to assist with compliance. Local interpreters and translators may be available through the Iowa Interpreters and Translators Association.

32. Nondiscrimination/Equal Employment Opportunity Program

All grant recipients, including contractors, shall comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); Juvenile Justice Prevention Act of 1974 (34 U.S.C. § 11182(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973

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(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); 28 CFR pt. 42 (DOJ Regulations: Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38). Information about civil rights obligations of Grantees can be found at www.ojp.usdoj.gov/ocr .

a. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the Grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, and the ODCP.
b. The Grantee will provide an Equal Employment Opportunity Plan (EEOP) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Grantee agencies receiving less than $25,000; Grantee agencies with less than 50 employees; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the Grantee is required to claim the exemption through OCR's EEO Reporting Tool. Grantees required to submit an EEOP shall submit it directly to the OCR through the online EEO Reporting tool. A copy of the certification form shall also be submitted to the ODCP.
c. In accordance with federal civil rights laws, the Grantee shall not retaliate against individuals for acting or participating in action to secure rights protected by these laws.
d. All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act prohibits discrimination in employment because of a person's race, creed, color, sex, age, national origin, sexual orientation, disability, or religion.
e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.
f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient's noncompliance with this section and the recipient may be declared ineligible for further contracts with the ODCP. Additionally, the ODCP may take further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.
g. The DOJ, Office for Civil Rights issued the Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. The Grantee should consult counsel in reviewing their employment practices. The Grantee may also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans, if appropriate.

33. Advanced Determination of Suitability Required for Individuals Who May Interact with Minors

The Grantee and subrecipients at any tier may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the Grantee or subrecipient has first made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in this section, and taking into account the factors and considerations described herein.

a. Definitions:
    i. "Covered individual" means any individual, other than a participating minor as defined herein, or a client of the Grantee, who is expected, or reasonably likely, to interact with

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any participating minor, other than the individual's own minor children. A covered individual is not required to have a specific employment status or legal relationship with the Grantee. Such an individual can be an employee of a Grantee, but also may be a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.

ii. "Participating minor" means any individuals under 18 years of age participating in grant funded activities.

iii. "Interaction" means any physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic or similar means. "Interaction" does not include:
    1. Brief contact that is both unexpected by the Grantee or subrecipient and unintentional on the part of the covered individual, such as might occur when a postal carrier delivers mail to an administrative office.
    2. Personally-accompanied contact that is infrequent or occasional contact in the presence of an accompanying adult, such as might occur by someone making a presentation, in pursuant to written policies and procedures of the Grantee or subrecipient that are designed to ensure that an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual throughout the contact.

iv. "Activities under the award" means, activities, whether paid for with federal funds from the award, matching funds, or program income, for the award including activities carried out under the award by the Grantee and actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.

v. "Current and appropriate information" means information including the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability, and information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the Grantee's written policies and procedures.
    1. Public sex offender and child abuse websites/registries: A search by current name and, if applicable, by any previous names or aliases, of the pertinent and reasonably accessible federal, state, local, and tribal sex offender and child abuse websites and public registries, including all of the following:
        a. The Dru Sjodin National Sex Offender Public Website.
        b. The website or public registry for each state, and tribe if applicable, in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years.
        c. The website or public registry for each state, and tribe if applicable, in which the individual is expected to, or reasonably likely to, interact with a participating minor during activities under the award.
    2. Criminal history registries and similar repositories of criminal history records: For each individual at least 18 years of age who is a covered individual under this award, a fingerprint search (or, if the Grantee or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and any previous names and aliases) encompassing at least the time period beginning five calendar years preceding the date of the search request of pertinent state, local, and tribal criminal history registries including both:

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a. The criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years.
b. The criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor during activities under the award.

b. Factors and considerations in determinations regarding suitability: In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the Grantee's or subrecipient's written policies and procedures, in determining suitability, the Grantee or subrecipient must consider the current and appropriate information described in this section. Unless applicable law precludes it, with respect to either an initial determination of suitability or a subsequent reexamination, the Grantee or subrecipient may not determine that a covered individual is suitable to interact with participating minors during activities under the award if the covered individual does any of the following:
    i. Withholds consent to a criminal history search required by this condition.
    ii. Knowingly made or makes a false statement that affects, or is intended to affect, any search required by this condition.
    iii. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website.
    iv. To the knowledge of the Grantee, has been convicted of a felony or misdemeanor under federal, state, tribal, or local law of any of the following crimes or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law:
        1. Sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense.
        2. Rape or sexual assault, including conspiracy to commit rape/sexual assault.
        3. Sexual exploitation, such as through child pornography or sex trafficking.
        4. Kidnapping.
        5. Voyeurism.
    v. Is determined by a federal, state, tribal, or local government agency not to be suitable.
c. Administration:
    i. The requirements of this condition are among those that must be included in any subaward at any tier and must be monitored. They apply as of the date of acceptance of the grant and throughout the remainder of the period of performance.
    ii. The Grantee is to contact the ODCP with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
    iii. Nothing in this condition shall be understood to authorize or require the Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.
d. Updates and reexaminations:
    i. The Grantee must update the searches described in this section, reexamine the covered individual's suitability determination considering those search results, and, if appropriate, modify or withdraw that determination, at least every five years.
    ii. The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

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34. Equal Treatment for Faith Based Organizations

The Grantee shall comply with the applicable requirements of 28 CFR Part 38, governing "Equal Treatment for Faith Based Organizations." The Equal Treatment Regulation provides in part that grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grant recipients may still engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and participation in such activities by individuals receiving services from the Grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded through grant funding are not permitted to discriminate in the provision of services based on a beneficiary's religion. Notwithstanding any other condition of this award, faith-based organizations may consider religion as a basis for employment.

35. Lobbying Restrictions

As required by section 1352, title 31, U.S. Code, the Grantee certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract or grant, and the Grantee receives federal funds exceeding $100,000, the Grantee shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

36. Immigration and Naturalization Service

The Grantee shall complete and keep on file Immigration and Naturalization Service Employment Eligibility Verification Form (I-9), as appropriate. This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

37. Sanctuary Jurisdiction (Iowa Code)

The Grantee shall comply with the provisions of Iowa Code chapter 27A, which applies to the enforcement of immigration laws. Grantees who are found to be non-compliant with Iowa Code 27A are ineligible to receive funds through the ODCP. Rules governing the determination of non-compliance, and the reinstatement of eligibility are provided in Iowa Administrative Code.

38. Enforcement of State, Local, and Municipal Laws (Iowa Code)

The Grantee shall comply with the provisions of Iowa Code Chapter 27B, which applies to the enforcement of state, local, and municipal laws. Grantees who are found to be non-compliant with Iowa Code 27B are ineligible to receive funds through the ODCP.

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39. Legal Services to Unlawfully Present Persons

Any obligations of funds, at any tier, to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs, but the foregoing shall not be understood to apply - (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

40. Forensic Genealogy Testing

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy on Forensic Genealogical DNA Analysis and Searching, and must collect and report the metrics identified in Section IX of that document to ODCP.

41. Facial Recognition Technology Policies

The Grantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to ODCP upon request.

42. DNA Testing of Evidentiary Materials

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA laboratory with access to CODIS. Except for Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from ODCP. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA.

43. Liability

If any provision contained herein conflicts with any state or federal law or is declared to be invalid by any court of record of this state, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect. The ODCP reserves all administrative, contractual and legal remedies, which are available if the Grantee violates or breaches the terms of this contract.

44. Drug Task Force

Officers funded by the Office of Drug Control Policy who encounter minors who as a direct or indirect result of the presence and or the use of any illegal drug are at risk of exposure, abuse, or neglect shall at a minimum report the encounter to the Iowa Department of Health Human Services. Task forces are strongly encouraged to participate in a Drug Endangered Children program designed to identify and protect the wellbeing of these youth.

45. Drug Task Force Training

Each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will

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complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When registering for the training, participants should use the preauthorization code QX6S4.

46. Required Data on Law Enforcement Agency Training

Any law enforcement agency receiving direct or sub-awarded funding from a Byrne-JAG award must submit accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

47. Safe Policing and Law Enforcement

Grants made to state, local, college, or university law enforcement agencies shall be certified by an approved independent credentialing body or have started the certification process regarding two mandatory conditions: the agency's use of force policies adhere to all applicable federal, state, and local laws; and the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

48. Use of Force Training Metrics

Grantees receiving direct or sub-awarded Byrne-JAG funding must submit accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

49. NEPA Clandestine Methamphetamine Laboratories

The Grantee certifies compliance with the provision of the National Environmental Policy Act (NEPA) relating to the identification, seizure, or closure of clandestine methamphetamine laboratory operations (meth lab operations). No federal monies from this award may be obligated to support addressing meth lab operations unless the grant recipient implements this section.

a. The Grantee shall comply with federal, state, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from meth lab operations.
b. The Grantee shall have a mitigation plan, as outlined in this section, that identifies and documents the processes and points of accountability with the state.
c. The Grantee shall ensure compliance with the following mitigation measures:
    i. Provide medical screening of personnel assigned or to be assigned by the Grantee to the seizure or closure of clandestine methamphetamine laboratories.
    ii. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of meth lab operations.
    iii. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment.
    iv. Assign properly trained personnel to prepare a comprehensive contamination report on each seized or closed meth lab operation.
    v. Utilize qualified disposal personnel to remove all chemicals, glassware, equipment, and contaminated materials and wastes from the site of each seized meth lab operation.

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vi. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or at properly licensed recycling facilities if allowable.
vii. Monitor the transport, disposal, and recycling components to ensure compliance.
viii. Implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to evaluate the environmental condition at and around the site of the meth lab operation and coordinate with the responsible party or property owner to ensure that any residual contamination is remediated timely if determined necessary by the state environmental agency and in accordance with state or federal requirements.
ix. Implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified persons who can respond to the potential health needs of any minor at the site, take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations, ensure immediate medical testing for methamphetamine toxicity, and arrange for any follow-up tests, examinations, or healthcare made necessary as a result of methamphetamine toxicity.
x. Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using the appropriate EPIC report form.

50. System for Award Management (SAM) and Universal Entity Identifier (UEI) Registration

The Grantee shall register and provide the Office of Drug Control Policy a UEI Number. The Grantee shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

51. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

As required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, the Grantee certifies:

a. Neither the Grantee nor its principals or any lower tier covered subrecipient are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
b. Where the Grantee is unable to certify to any of the statements in the certification, the Grantee shall submit an explanation to the ODCP.
c. The Grantee shall provide immediate written notice to the person to the ODCP if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

52. Recipient Integrity and Performance

The Grantee shall comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with, or connected to the performance of, this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the Federal System for Award Management (SAM), to the designated federal integrity and performance system (FAPIIS). The details of recipient obligations regarding the required reporting and updating of information on certain civil, criminal, and administrative proceedings are posted on the OJP website.

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53. Disclosure of "High Risk" Designation by Federal Agency

The Grantee shall disclose to the Office of Drug Control Policy any "high risk" designation by any federal grant-making agency currently or at any time during the period of performance under the award. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee.

54. Breach of Personally Identifiable Information

The Grantee and any other participating agency supported by the award must have written procedures in place to respond in the event of an actual or imminent breach if it creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) within the scope of a grant-funded program or activity, or uses or operates a federal information system (OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Office of Drug Control Policy no later than 24 hours after an occurrence of an actual breach or the detection of an imminent breach. The ODCP will report the breach to the appropriate federal agency.

55. Submission of Eligible Records Relevant to the National Instant Background Check System

Consistent with federal statutes that pertain to firearms and background checks, including 18 U.S.C. 922 and 34 U.S.C. Ch. 409, if the Grantee or subgrantee at any tier uses this award to fund, in whole or in part, a project or program such as a law enforcement, prosecution, or court program that results in any court dispositions, information, or other records that are eligible records under federal or state law relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are eligible records under federal or state law relevant to the NICS, the recipient or subrecipient, must ensure that all such court dispositions, information, or other records that are eligible records under federal or state law relevant to the NICS, are promptly made available to the NICS or to the state database that is electronically available to and accessed by the NICS, and when appropriate, promptly update, correct, modify, or remove such NICS relevant eligible records. In the event of minor and transitory non-compliance, the Grantee may submit evidence to demonstrate diligent monitoring of compliance with this condition, including subrecipient compliance.

56. Withholding of Support, Suspension, and Termination

a. Withholding of support: With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:
    i. Delinquency in submitting required reports.
    ii. Failure to provide adequate management of the funds.
    iii. Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract.
    iv. Failure to regularly coordinate the activities and services with other local providers funded by the ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.
b. Suspension: When, as determined by the ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, the ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that the ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by the ODCP.

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Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until the ODCP terminates the grant.

c. Termination for Cause: The ODCP may terminate a grant in whole or in part any time before the date of completion if the ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, the ODCP must send written notice to the Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by the ODCP shall be made in accordance with the terms and conditions of this grant.
d. Termination on Other Grounds: ODCP grants may be terminated in whole or in part as follows:
    i. By the ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
    ii. By the Grantee. Sixty (60) days written notice to the ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
    iii. By the ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination.
    iv. By the ODCP in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever the ODCP determines that such termination is in the best interests of the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided and non-cancellable obligations incurred under this contract up to and including the date of termination.
    v. The ODCP may terminate this contract effective immediately without penalty and without advance notice for any of the following reasons:
        1. The Grantee furnished any statement, representation, warranty or certification in connection with this contract, the RFP or other solicitation document that is false, deceptive, or materially incorrect or incomplete.
        2. The Grantee or any of its officers, directors, employees, agents, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith.
        3. The Grantee terminates or suspends its business.
        4. The Grantee has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this contract.
        5. The ODCP determines or believes the Grantee has engaged in conduct that: (a) has or may expose the ODCP or the State to material liability, or (b) has caused or may cause a person’s life, health or safety to be jeopardized.
        6. The Grantee knowingly infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Grantee misappropriates or allegedly misappropriates a trade secret.

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7. The Grantee fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this contract pertaining to confidentiality or privacy.

e. Termination for Convenience. The ODCP may terminate this contract in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever, for any reason, the ODCP determines that such termination is in the best interests of the ODCP or the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this contract up to an including the date of termination.

f. In the event of termination, the Grantee shall be reimbursed by the ODCP only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the ODCP. Upon receipt of notice of termination, the Grantee shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Grantee shall also immediately cease using and return to the ODCP any personal property, equipment, or materials provided by the ODCP to the Grantee and shall immediately return to the ODCP any payments made by the ODCP for services that were not rendered by the Grantee.

g. In the event of termination, the Grantee agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, and reports. The Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from contracting with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents, and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.

h. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the contract or extend beyond the date on which the contract terminates; any costs incurred by Grantee in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this contract; any taxes Grantee may owe in connection with the performance of this contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

i. The ODCP reserves all administrative, contractual, and legal remedies which are available if the Grantee violates or breaches the terms of this contract.

57. Indemnification

If the Grantee is a State agency or State of Iowa Regent Institution, this section does not apply. All other Grantees: The Grantee and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the ODCP and its officers, employees, agents, and volunteers from any and all liabilities, damages, settlements, judgments, costs and expenses, including the reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the ODCP or the State of Iowa, related to or arising from any of the following:

a. Any violation of this contract.

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b. Any negligent, intentional, or wrongful act or omission of the Grantee, its officers, employees, agents, board members, contractors, subcontractors, or any person connected with this project.
c. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.
d. The Grantee's performance or attempted performance of this contract.
e. Any failure by the Grantee to comply with all federal, state, and local laws and regulations.
f. Any failure by the Grantee to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income, and other taxes, fees, or costs required by the Grantee to conduct business in the State of Iowa.
g. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the Grantee or any of its subcontractors.
h. Any failure by the Grantee to adhere to the confidentiality provisions of this contract.

58. Warranties

The Grantee represents and warrants that:

a. All deliverables shall be wholly original and prepared solely by the Grantee, or the Grantee owns, possesses, holds, and has secured all rights, permits, permissions, licenses, and authority necessary to provide the deliverables to the ODCP and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the ODCP hereunder or under any related license agreement without violating any rights of any third party.
b. The Grantee has not previously and will not grant any rights in any deliverables to any third party that are inconsistent with the rights granted to the ODCP herein.
c. The ODCP shall have all rights to hold, possess, use, and enjoy the deliverables without legal challenge, interference, or disruption.
d. The deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such deliverables and the ODCP's use of and exercise of any rights with respect to the deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such deliverables, do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress, or other intellectual property right, proprietary right, or personal right of any third party.
e. There is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret related to the deliverables. Grantee shall inform the ODCP in writing immediately upon becoming aware of any actual, potential or threatened claim of, or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Grantee shall, at the ODCP's request and at the Grantee's sole expense, procure for the ODCP the right or license to continue to use the deliverable at issue, replace the deliverable with a functionally equivalent or superior deliverable free of any such infringement, violation, or misappropriation, modify or replace the affected portion of the deliverable with a functionally equivalent or superior deliverable free of any such infringement, violation or misappropriation, or accept the return of the deliverable and refund to the ODCP all fees, charges, and any other amounts paid by the ODCP with respect to such deliverable.
f. The Grantee agrees to indemnify, defend, protect and hold harmless the ODCP and the State and its officers, directors, employees, officials, and agents as provided in the Indemnification section of this contract, including for any breach of the representations and warranties made by Grantee in this section. The foregoing remedies shall be in addition to and not exclusive of

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other remedies available to the ODCP and shall survive termination of this contract. If the Grantee is a state agency or State of Iowa Regent Institution, this subsection does not apply.

g. The deliverables, in whole and in part, shall be free from material deficiencies and meet, conform to, and operate in accordance with all specifications.
h. All services under this contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and specifications of this contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a specification for the performance of any portion of this contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the ODCP notifies the Grantee of any services performed in violation of this standard, Grantee shall re-perform the services at no cost to the ODCP, such that the services are rendered in the manner specified above, or if the Grantee is unable to perform the services as warranted, Grantee shall reimburse the ODCP any fees or compensation paid to Grantee for the unsatisfactory services.
i. The deliverables will comply with any applicable federal, state, foreign, and local laws, rules, regulations, codes, and ordinances in effect during the term of this contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973 as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

59. Ownership of Deliverables

The Grantee certifies that:

a. The State and the ODCP shall become the sole and exclusive owners of all deliverables.
b. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto.
c. The State and the ODCP shall acquire good and clear title to all deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee.
d. The Grantee and Grantee's employees, agents, contractors, subcontractors, subsidiaries, and affiliates shall not retain any property interests or other rights in and to the deliverables and shall not use any part of any deliverable for any purpose, without the prior written consent of the ODCP and the payment of royalties or other compensation the ODCP deems appropriate.
e. Unless otherwise requested by ODCP, upon completion or termination of this contract, Grantee will immediately turn over to ODCP all deliverables not previously delivered to the ODCP, and no copies thereof shall be retained by Grantee or its employees, agents, subcontractors, or affiliates, without the prior written consent of the ODCP.
f. To the extent any of Grantee's rights in any deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Grantee hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the deliverables.
g. If the Grantee is a state agency or State of Iowa Regent Institution, the ODCP and the State of Iowa agree to provide to the Grantee a non-exclusive, royalty-free license to use the deliverables for its own research and educational purposes, for the purpose of complying with this grant, and for any purpose authorized or required by federal or state law.

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60. Status of Grantee

If the Grantee is a state agency or State of Iowa Regent Institution, this section does not apply. All other Grantees: The Grantee shall always be deemed an independent contractor. The Grantee, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency or department of the State. The Grantee shall be responsible for withholding all taxes and shall hold the ODCP harmless for any claims for the same.

61. Choice of Law and Forum

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. All litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, if jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the ODCP or the State of Iowa.

62. Immunity from Liability

Every person who is a party to the contract is hereby notified and agrees that the State, the ODCP, and all their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's and/or subcontractors' activities involving third parties and arising from the contract.

63. Compliance with Iowa Code Chapter 8F

If the contract is subject to the provisions of Iowa Code chapter 8F, the Grantee certifies it will comply with the requirements of the Iowa Code chapter 8F. The Grantee shall forward any compliance documentation, including but not limited to certifications, and any compliance documentation received from subcontractors by the Grantee to the ODCP.

64. Enhancement of Contractor Employee Whistleblower Protections

Under 41 U.S.C. 4712, employees of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment. The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants, contracts, subgrants, and subcontracts.

Whistleblowing is defined as making a disclosure that the employee reasonably believes is evidence of any of the following:

a. Gross mismanagement of a federal contract or grant.
b. A gross waste of federal funds.
c. An abuse of authority relating to a federal contract or grant.
d. A substantial and specific danger to public health or safety.
e. A violation of a law, rule, or regulation related to a federal contract or grant, including the competition for, or negotiation of, a contract or grant.

To qualify under the statute, the employee's disclosure must be made to any of the following:

a. A member of Congress, or a representative of a Congressional committee.
b. An Inspector General.

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c. The Government Accountability Office.
d. A federal employee responsible for relevant contract or grant oversight or management.
e. An official from the DOJ or other law enforcement agency.
f. A court or grand jury.
g. A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

65. Confidentiality, IT Standards, and Security

a. The Grantee will comply with and adhere to all State of Iowa Information Technology Standards and provide training to Grantee's employees and subcontractors concerning such standards, procedures, and protocols, as applicable.
b. The Grantee will take all precautions and actions necessary to prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information, and to ensure that all the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity, and availability.
c. The Grantee agrees that it will not copy, reproduce, transmit, or remove any ODCP or State of Iowa information or data without the prior written consent of the ODCP.
d. The Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State because of any breach of this section or any breaches of security that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:
    i. Disclosure of confidential or sensitive information.
    ii. Unauthorized access to ODCP or state systems.
    iii. Illegal technology transfer.
    iv. Sabotage or destruction of ODCP or state information or information systems.
    v. Compromise or denial of ODCP or state information or information systems.
    vi. Damage to or loss of ODCP or state information or information systems.
    vii. Theft.
e. The Grantee shall immediately report to the ODCP any such breach of security. In the event of a breach of this section or any breach of security as described herein, the ODCP may terminate this Agreement immediately without penalty or liability to the ODCP and the State and without affording the Grantee any opportunity to cure.

66. Qualifications of Staff

The Grantee shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Grantee, are properly licensed, certified or accredited as required under applicable federal and state law and the Iowa Administrative Code. The Grantee shall provide standards for service providers who are not otherwise licensed, certified or accredited under federal or state law or the Iowa Administrative Code.

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CIVIL RIGHTS REQUIREMENTS INFORMATION

Number of persons employed by the agency responsible for administering this grant: _____

_____
Civil Rights Contact Person Name and Title

_____
Organization Name and Address

_____
Phone Number

DRUG-FREE WORKPLACE REQUIREMENTS INFORMATION

Place(s) of Performance: The Grantee shall provide the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

_____
Organization Name and Address

_____
Name and Title of Authorized Representative

_____
Signature and Date

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Iowa Office of Drug Control Policy

Standard Grant Conditions and Assurances Certification

Legal Applicant & Program/Project Director

On behalf of _____ (*Agency*), I have read, understand, and agree to abide by the Standard Grant Conditions and Certified Assurances for the Iowa Office of Drug Control Policy Grant Program.

_____ _____
(Legal Applicant Name) (Signature Legal Applicant) and (Date)

James Gibson
_____ _____
(Program/Project Director Name) (Signature Program/Project Director) and (Date)

Contract Services (If Applicable)

_____ (*Contracting Agency*) has entered into an agreement to provide services through a grant provided by the Office of Drug Control Policy.

The applicant agency has provided a copy of the standard grant conditions and certifications to the contracting agency. I have read, understand, and agree to abide by the Standard Grant Conditions and Certified Assurances for the Iowa Office of Drug Control Policy Grant Program.

_____ _____
(Contracting Agency Signing Authority Name) (Signature Contracting Agency Signing Authority) and (Date)

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METHAMPHETAMINE DRUG HOT SPOTS GRANT PROGRAM

Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E. 7th Street, Des Moines, Iowa 50319

COPS Anti-Methamphetamine Program (CAMP) ALN 16.710

Grantee: Marshall County Sheriff's Office	**Grant # 24-CAMP-33** Grant Period: July 1, 2026 – June 30, 2027 **Federal: $8,000** **Match: $0** **Total: $8,000**
ODCP Contact: Dennis Wiggins 515-805-4141	
Program Director: James Gibson	Legal Applicant:

This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.

SPECIAL CONDITIONS

Grant funding is provided to assist project with mid to high level mehtamphetamine investigations or precursor diversion investigations.
Targets of investions will be shared with the Division of Intelligence to be entered into the LEIN database system.
Projects will regularly deconflict investigations by searching potential targets in the LEIN database system.

In witness wherefore, the parties hereto have executed this grant the day and year specified below.

SIGNATURES/DATES

Program Director/Date	Legal Applicant/Date	ODCP Administrator/Date

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ANTI-HEROIN TASK FORCE GRANT PROGRAM

Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

Anti-Heroin Task Force CFDA #16.710

Grantee:	**Grant #25-Heroin-24**
Marshall County Sheriff's Office	Grant Period: July 1, 2026 – June 30, 2027 **Federal: $3,000** **Match: $0** **Total: $3,000**
ODCP Contact: Dennis Wiggins 515-805-4141	
Program Director: James Gibson	Legal Applicant:

This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.

SPECIAL CONDITIONS

- Grant funding is provided to assist project with mid to high level heroin investigations or precursor diversion investigations.
- Targets of investions will be shared with the Division of Intelligence to be entered into the LEIN database system.
- Projects will regularly deconflict investigations by searching potential targets in the LEIN database system.

In witness wherefore, the parties hereto have executed this grant the day and year specified below.

SIGNATURES/DATES

Program Director/Date	Legal Applicant/Date	ODCP Administrator/Date