

## ECO Legal Services Fund Authorization

|                       |  |
|-----------------------|--|
| <b>RFP#</b>           | RFP-OWR-1543-CH  |
| <b>Title</b>          | Legal Services Fund Authorization  |
| <b>Summary</b>        | Equity Corps has established a Legal Services Fund that provides compensation to ECO-designated providers and reimbursements for certain expenses. The terms and conditions for use of the fund are outlined here. |
| <b>Date Posted</b>    | January 26, 2023   |
| <b>Date Effective</b> | January 1, 2022  |



## **PART 1. Overview**

Equity Corps of Oregon's objective is to provide universal representation, which protects our communities by making sure that no individual faces the risk of deportation or exclusion without legal consultation and representation. Equity Corps ultimately aims to end unjust and unfair deportations and civic exclusions by providing access to an attorney and support services for every eligible Oregonian at risk of removal or civic exclusion on account of immigration status. Oregon Worker Relief awarded a Clearinghouse Services contract to Innovation Law Lab to provide, in part, strategic and technical support to providers through the ECO Network.

Equity Corps has established a Legal Services Fund that provides compensation to authorized providers when performing legal services for ECO participants. The fund also provides reimbursements for authorized expenses.

## **PART 2. Authorized Providers**

**Panel Attorneys.** A panel attorney who is registered with ECO is authorized to bill the ECO Legal Services Fund for any matter in which an engagement letter was issued and remains in effect. The terms of the Panel Attorney Guidance, the specific engagement letter and this authorization, including the federal funds provisions, apply to all invoices, engagements, and payments.

**ECO or OWR Fellows.** A lawyer who is designated as an ECO or OWR Fellow is authorized to bill the ECO Legal Services Fund for any matter, task, or assignment referred to them by the ECO Clearinghouse.

**ECO Clinic, Helpdesk and Clearinghouse Providers.** A lawyer who is engaged with an ECO Clinic, ECO Helpdesk, or ECO Clearinghouse is authorized to bill the ECO Legal Services Fund for any matter, task, or assignment referred to them by the ECO Clearinghouse.



### **PART 3. Terms & Conditions**

The terms and conditions of this Authorization, including the federal funds provisions, apply to all invoices, engagements, designations and payments made from or to the ECO Legal Services Fund.

**Proper Invoices & Supporting Documentation.** Payment is authorized only when a proper invoice is presented. Generally, a proper invoice should be paid promptly without the need for additional supporting documentation. However, all billers should maintain supporting documentation for inspection for at least one year from the date of the invoice. From time to time, the Clearinghouse may request supporting information from vendors as part of the normal course of billing. Supporting information should be reliable, trustworthy, and relevant.

All authorized providers must remit a W-9 form.

A proper invoice should contain the following information:

- Provider information, including full business name, address, phone number and email.
- Invoice date and invoice number
- Client Name, Record Number and Type of Engagement
- Approved Compensation Cap
- Compensation Received towards cap & remaining balance of cap.
- Period of Services
- A comprehensive list of services provided during the service period including date, brief description of service, time spent (rounded up to the nearest .25), hourly rate, and amount.
- Proof of payment for incidental expenses such as mailing, copies, filing fees, and expert testimonies.

**Independent Contractor Status.** Authorized providers shall: be an independent contractor for all purposes and shall be entitled to no other compensation other than the properly presented invoices. Under no circumstances shall a provider be considered an employee of OWR; provide all tools or equipment necessary to carry out this Agreement, and shall



exercise complete control in achieving the results specified in the Scope of Work; be solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

**Universal Identifier and Contract Status.** If an authorized provider is classifiable as a federal subrecipient they shall apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, Subrecipient shall maintain an active registration in the Central Contractor Registration database, located at [www.sam.gov](http://www.sam.gov).

**Restrictions on Use.** Authorized providers, if classifiable as a federal subrecipient, may use payments for any eligible expenses subject to the restrictions set forth in this authorization; sections 602 and 603 of the Social Security Act as added by section 9901 of ARPA (codified as 42 U.S.C. §802 and 42 U.S.C. §803 respectively); Treasury's Interim Final Rule and Final Rule at 31 C.F.R. §§ 35.7 and 35.8, and FAQ. Specifically, funds may not be used for the following activities: (a) Deposits into pension funds; (b) Debt service or replenishing financial reserves; (c) Satisfaction of settlements and judgments; (d) Programs, services, or capital expenditures that include a term or condition that undermines efforts to stop the spread of COVID-19; (e) Activities that violate Uniform Guidance conflicts of interest requirements, or other federal, state, and local laws and regulations, including for example, environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex (including sexual orientation and gender identity), religion, disability, age, or familial status (having children under the age of 18).

**Documentation of Costs.** Authorized providers shall document costs using such back-up documentation, including, but not limited to: properly executed payrolls and time records to support administrative costs, invoices, vouchers



or other official documentation, as evidence of the nature and propriety of the charges.

**Requests for Documentation.** Upon request, authorized providers shall provide to OWR supplementary documentation, including, without limitation, copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting actual expenses. Subrecipient shall provide said supplementary information in a timely manner in the form and content prescribed by OWR.

**Allowable Costs; Cost Principles.** For authorized providers classifiable as federal subrecipients, allowable costs are direct and indirect (if applicable) costs incurred during the Period of Performance and consistent with 2 C.F.R. 200 (Uniform Guidance) and U.S. Department of Treasury FAQ Guidance. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Direct costs of minor amounts may be treated as indirect costs under the conditions described in 2 CFR 200.413(d). After direct costs have been determined and assigned directly to awards or other work, as appropriate, indirect costs are those remaining to be allocated to benefitting cost objectives. A cost may not be allocated to a federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a federal award as a direct cost.

**Audits.** If the authorized provider is classifiable as a federal subrecipient and receives \$750,000 or more in Federal funds (from all sources) in its fiscal year, the provider is required to have a single audit conducted in accordance with provisions of 2 C.F.R. 200 Subpart F.

**Suspension, and Debarment.** If the authorized provider is classifiable as a federal subrecipient, they affirm that they are not suspended, debarred, or otherwise excluded pursuant to 31 C.F.R. § 19.300.



**Records Maintenance, Access.** The authorized provider shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles (“GAAP”) and 2 CFR 200. In addition, if the authorized provider is classifiable as a federal subrecipient shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. If the authorized provider is classifiable as a federal subrecipient acknowledges and agrees that OWR, the City of Portland, the Federal Awarding Agency, the Comptroller General of the United States or their duly authorized representatives shall have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of the authorized provider if classifiable as a federal subrecipient that are pertinent to the invoice to perform examinations and audits and make excerpts and transcripts. If the authorized provider is classifiable as a federal subrecipient, they shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**Conflicts of Interests.** If the authorized provider is classifiable as a federal subrecipient, it understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award and it must disclose in writing to OWR any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**Lobbying.** If the authorized provider is classifiable as a federal subrecipient, it certifies that none of the funds provided will be used to pay any person to influence or attempt to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress in connection with any Federal action concerning the award or renewal.

**Mandatory Disclosures.** If the authorized provider is classifiable as a federal subrecipient, it must immediately notify OWR in writing of all violations of local, state and federal criminal law involving fraud, bribery, or gratuity



violations potentially affecting the funds under this Agreement as provided in 2 C.F.R. § 200.113.

**Hold Harmless.** If the authorized provider is classifiable as a federal subrecipient, it shall hold harmless, defend, and indemnify OWR, and its officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Subrecipient and its contractors in the performance of this Agreement.

**Choice of Law.** The situs of this Authorization is Portland, Oregon. Any litigation over this Authorization or invoice shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

**No Waiver of Claims.** The failure to enforce any provision of this Authorization shall not constitute a waiver by OWR of that or any other provision.

**Federal Funds Provisions.** If a matter is funded, in part or in whole, with the use of federal funds, the following additional terms and conditions apply. If an authorized provider is classifiable as a 'subrecipient' of federal funds as defined by 2 C.F.R. §200.1 and as determined by OWR pursuant to 2 C.F.R. §200.331, the authorized provider also accepts as a condition of the receipt of payment the additional U.S. Department of Treasury requirements found in ARPA, including all of the Federal Requirements and Certifications. The presentation of an invoice for payment against the Legal Services Fund constitutes an affirmation of acceptance of the Federal Requirements and Certifications.

#### **PART 4. Federal Requirements and Certifications**

The designation as an authorized provider means that the provider, if classifiable as a federal subrecipient, has affirmed, assented to, and agreed to, without limitation, the following additional terms.



## COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.

- A. **Compliance with Federal Regulations.** Federal regulations applicable to this award include, without limitation, the following:
- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, shall apply to this award.
  - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - f. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.





h. Generally applicable federal environment laws and regulations.

**B. Discrimination Prohibited.** Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
- b. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability.
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance.
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**C. Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.



- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress.
  - ii. An Inspector General.
  - iii. The Government Accountability Office.
  - iv. A Treasury employee responsible for contract or grant oversight or management.
  - v. An authorized official of the Department of Justice or other law enforcement agency.
  - vi. A court or grand jury.
  - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**D. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**E. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, Subrecipient should encourage its employees, next-tier subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**F. Data Privacy and Security.** Subrecipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).



G. **False Statements.** Subrecipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

H. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION -  
LOWER TIER COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order 12549 and 12689, 2 C.F.R. part 180.

By signing and submitting an invoice, an engagement letter, or relevant similar document, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by OWR. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to OWR and the City of Portland, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans and Cooperative Agreements**

The Subrecipient certifies, to the best of their knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, 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.
  
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
  
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure. Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such expenditure or failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the subrecipient named below (hereinafter referred to as the "Subrecipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- (1) Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- (2) Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of



national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

- (3) Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- (4) Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
- (5) Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a*





*program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

- (6) Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
- (7) Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, onsite compliance reviews and reporting requirements.
- (8) Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the



Department of the Treasury if Subrecipient has received no complaints under Title VI.

- (9) Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
- (10) If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the provider certifies that the provider has read and understood the Subrecipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.