

**Nevada Office of the Attorney General**  
**CY 2024 Services-Training-Officers-Prosecutors (STOP) Grant**

**Sub-Grant Award**

<b>Sub-Grantee:</b>	City of Reno Police Department, Victim Services Unit (VSU)	<b>Total Award:</b>	\$ 234,108.69
<b>Sub-Grant Number:</b>	2024-VAWA-27	<b>Total Match:</b>	\$ 78,036.23
<b>Address:</b>	PO Box 1900 Reno, NV 89502	<b>Total Project Cost:</b>	\$ 312,144.92
<b>Contact Name:</b>	Kathryn Nance	<b>Project Period:</b>	January 1, 2024 through December 31, 2024
<b>Phone Number:</b>	775-334-2100	<b>Indirect Rate:</b>	10% de minimus
<b>Email Address:</b>	<a href="mailto:nancek@reno.gov">nancek@reno.gov</a>	<b>UEI:</b>	TH74SE96JVC7
<b>Project Title:</b>	Victim Advocacy and Law Enforcement Training	<b>CCR/SAM Expiration:</b>	8/28/2024

Approved Budget for Project		CFDA No.:	16.588
Category		FEDERAL AWARD #	15JOVW-23-GG-00592-STOP
Personnel	\$ 141,440.40	Federal Award Date:	9/13/2023
Fringe Benefits	\$ 43,846.00	Total Federal Award:	\$1,899,634.00
Travel	\$ -	Federal Awarding Agency:	U.S. Dept. of Justice, Office on Violence Against Women
Equipment	\$ -	State Awarding Agency:	Nevada Office of the Attorney General
Supplies/Operating	\$ -	State Authorizing Official:	John Dekoekkoek on behalf of Attorney General Aaron D. Ford
Construction	\$ -	Phone Number:	775-684-1110
Consultant/Contracts	\$ -	Email Address:	<a href="mailto:jcdekoekkoek@ag.nv.gov">jcdekoekkoek@ag.nv.gov</a>
Other	\$ 27,539.68	Address:	Nevada Office of the Attorney General 100 N. Carson Street Carson City, NV 89701
Indirect	\$ 21,282.61	Federal Project Description:  The Services-Training-Officers-Prosecutors (STOP) Program supports communities in their efforts to develop and strengthen effective victim services, law enforcement and prosecution strategies to combat the crimes of domestic violence, dating violence, sexual assault and stalking. This program further encourages partnerships among law enforcement, prosecutors, the judiciary, victim advocates and service providers, health care providers, faith leaders, and others to help provide victims and their families with the protection and services they need to pursue safe and healthy lives within their communities and to hold their offenders accountable for the harm they have done.	
<b>Total Award</b>	\$ 234,108.69		
<b>Match</b>	\$ 78,036.23		

This award is subject to the federal guidelines established by the Department of Justice, Office on Violence Against Women.

☒ **TERMS AND CONDITIONS:** This project is approved subject to such special conditions or limitations as set forth on the attached page(s).

**AGENCY APPROVAL**

**Aaron D. Ford, Attorney General**

*Name and title of Appointing Official*

By: John Dekoekkoek, Grants Manager

X

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*Signature of Approving Official/Date*

**SUBGRANTEE ACCEPTANCE**

*Printed name and title of Executive Director or Equivalent*

*Printed name and title of Board President or Equivalent*

X

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X

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*Signature of Executive Director or Equivalent and Date*

*Board President or Equivalent Signature and Date*

Total Personnel & Fringe Costs					Total:	\$185,286.40
List Staff, positions, percent of time to be spent on the project, rate of pay, and total cost to this grant.						
Name of Employee	Annual Salary	Fringe Rate	% of Time	Months	Amount Requested	
Madeline Hull-Taylor, Victim Witness Advocate	\$ 70,720.00	31%	100%	12	\$92,643.20	
<i>Victim Witness Advocates deliver professional, ethical, and effective support to empower victims of crime toward reconstructing their lives. Advocates assess each individual's needs and work together with other community resources to fulfill those needs including shelter, crisis intervention, counseling, referrals, food, property return, general advocacy and support. Fringe costs includes only Group Insurance, Life Insurance, Medicare, Long Term Disability and Deferred Compensation. We are requesting use retirement costs (estimated at \$23,467 per employee) as match. Victim Witness Advocate actual fringe costs will be based upon individual employee benefit elections, as appropriate. This position is dedicated to providing direct service to victims of domestic violence.</i>						
Name of Employee (if known, otherwise state new )	Annual Salary	Fringe Rate	% of Time	Months	Amount Requested	
Megan Sula Rix, Victim Witness Advocate	\$ 70,720.00	31%	100%	12	\$92,643.20	
<i>Victim Witness Advocates deliver professional, ethical, and effective support to empower victims of crime toward reconstructing their lives. Advocates assess each individual's needs and work together with other community resources to fulfill those needs including shelter, crisis intervention, counseling, referrals, food, property return, general advocacy and support. Fringe costs includes only Group Insurance, Life Insurance, Medicare, Long Term Disability and Deferred Compensation. We are requesting use retirement costs (estimated at \$23,467 per employee) as match. Victim Witness Advocate actual fringe costs will be based upon individual employee benefit elections, as appropriate. This position is dedicated to providing direct service to victims of domestic violence.</i>						
Total Fringe Cost		\$43,846.00	Total Personnel (w/o Fringe):		\$141,440.40	

\$185,286.40

Travel/Training					Total:	\$0.00
Identify staff who will travel, the purpose, frequency, and projected costs. Utilize GSA rates for per diem and lodging (go to <a href="http://www.gsa.gov">www.gsa.gov</a> ) as a guide unless the organization's policies specify lower rates for these expenses. Out-of-state travel or non-standard fares require special						
	# of Mile	Mileage Rate				
Mileage		0.655				\$0.00
Justification of need. Mileage is only reimbursable if it is for client transport, client assistance, or if it is a justifiable expense to provide client services. It is not reimbursable from employees home to/from workstation.						
Out-of-State Travel						\$0.00
Title of Trip & Destination such as CDC Conference: S:		Cost	# of Trips	# of Days	# of Staff	
Registration fee						\$0.00
Airfare: Cost per trip (origin & destination) x # of trips x # of staff						\$0.00
Baggage fee: \$ amount per person x # of trips x # of staff						\$0.00
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff						\$0.00

\*Revise as needed to include multiple trips.

Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0.00
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$0.00
Parking: \$ per day x # of trips x # of days x # of staff	\$0.00

**Justification:**

Who will be traveling, when and why, tie into program objective(s) or indicate required by funder. Travel/Training must be related to grant objectives and allow

*If traveling to more than 1 out-of-state destination, copy section above, revise formula in Cell F33 and complete for each*

**In-State Travel**

					\$0.00
<u>Origin &amp; Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of Days</u>	<u># of Staff</u>	
Registration fee					\$0.00
Airfare: cost per trip (origin & designation) x # of trips x # of staff					\$0.00
Baggage fee: \$ amount per person x # of trips x # of staff					\$0.00
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff					\$0.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff					\$0.00
Ground Transportation/Motor Pool: (\$ car/day + ## miles/day x \$ rate per mile) x # of trips x # of days					\$0.00
Parking: \$ per day x # of trips x # of days x # of staff					\$0.00

**Justification:**

Who will be traveling, when and why, tie into program objective(s) or indicate required by funder. Travel/Training must be related to grant objectives and allow

*If traveling to more than 1 in-state destination, copy section above, revise formula in F48 and complete for each trip.*

<b>Operating</b>	<b>Total:</b>	<b>\$0.00</b>
List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items are not required. Listing of typical or anticipated agency expenses should be included.		

**Justification:**

Provide narrative to explain specifics of line items. Example: Utilities include power, water, sewer, etc.

<b>Equipment</b>	<b>Total:</b>	<b>\$0.00</b>
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List Equipment purchase costing \$5,000 or more, and justify these expenditures. Also list any computers, cellular phones, iPods, iPads, Tablets, etc. to be purchased regardless of cost. All other equipment costing less than \$5,000 should be listed under Operating.

Contracts/Consultants	Total:	\$0.00
Agency must be able to provide documentation for full and open competition, develop clear descriptions of duties provided by Contractor, ensure maximum open and free competition, and verify that Contractor is not on the suspended and debarred list (SAM.gov). Agencies must follow their		
*Add additional Contractor/Subrecipients here with justification or delete this row.		

\*Revise this formula as needed to include each Contractor listed

Other	Total:	\$27,539.68
Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project, such as emergency client services, client transportation, etc. Stipends or scholarships that are a component of a larger project or program may be included here, but require		
	\$0.00	
Emergency Services for victims of domestic violence	\$27,539.68	
	\$0.00	
	\$0.00	
Justification: The majority of the emergency client services are motel nights. Other services include transportation costs, lock replacements, and food and clothing gift cards.		

TOTAL DIRECT CHARGES	\$212,826.08
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Indirect	Total:	\$21,282.61
Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function, or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. This will be a percentage that cannot exceed 10% of Modified Total Direct Cost. Note that the formula in Cell F124 will automatically calculate 10%. Applicants may override this formula only if requesting a LOWER rate or providing a copy of their current Federally Approved Indirect Cost Rate Letter. If you have a federally approved indirect rate, please adjust the formula in F145)		
RPD VSU is requesting a 10% de minimis indirect cost rate on modified total direct costs (MTDC). This will be allocated to necessary administrative support not readily identified with a single project.		
Identify Indirect Expenses - MTDC BASE	\$212,826.08	

TOTAL BUDGET	Total:	\$234,108.69	\$ 234,108.69	\$ 0.00
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Applicant Name: Reno Police Department Victim Service Unit (VSU)

Non-Federal (Match)

BUDGET NARRATIVE - SFY24

Total Personnel & Fringe Costs				Total:	\$77,266.95	
List Staff, positions, percent of time to be spent on the project, rate of pay, and total cost to this grant.						
Name of Employee	Annual Salary	Fringe Rate	% of Time	Months	Amount Requested	
Madeline Hull-Taylor, Victim Witness Advocate					\$23,247.00	
RETIREMENT COSTS FOR VICTIM ADVOCATE - RPD is requesting to use the retirement cost for the Victim Witness Advocate as match. The estimated cost per Victim Witness Advocate is \$23,247 per year. Advocates deliver professional, ethical, and effective support to empower victims of crime toward reconstructing their lives. Advocates assess each individual's needs and work together with other community resources to fulfill those needs including shelter, crisis intervention, counseling, referrals, food, property return, general advocacy and support. Victim Witness Advocate actual fringe costs will be based upon individual employee benefit elections, as appropriate. This position is dedicated to providing direct service to victims of domestic violence.						
Name of Employee (if known, otherwise state new position).	Annual Salary	Fringe Rate	% of Time	Months	Amount Requested	
Megan Sula Rix, Victim Witness Advocate					\$23,247.00	
RETIREMENT COSTS FOR VICTIM ADVOCATE - RPD is requesting to use the retirement cost for the Victim Witness Advocate as match. The estimated cost per Victim Witness Advocate is \$23,247 per year. Advocates deliver professional, ethical, and effective support to empower victims of crime toward reconstructing their lives. Advocates assess each individual's needs and work together with other community resources to fulfill those needs including shelter, crisis intervention, counseling, referrals, food, property return, general advocacy and support. Victim Witness Advocate actual fringe costs will be based upon individual employee benefit elections, as appropriate. This position is dedicated to providing direct service to victims of domestic violence.						
VOLUNTEER TIME		HOURLY SALARY VALUATION		HOURS	Amount Requested	
		\$	28.50	800	\$22,800.00	
Victim Services Program VSU is fortunate to have a robust and well-developed volunteer program. VSU volunteers provide provide crisis intervention, advocacy, and referrals to the victim as needed throughout the case . We will allocate approximately 1,893 hours of volunteer time as STOP program match, valued at \$28.50 per hours, the 2023 Independent Sector Volunteer average rate for the State of Nevada.						
VICTIM ADVOCATE OVERTIME		HOURLY SALARY RATE (TIME AND ONE HALF)		HOURS	Amount Requested	
		\$	33.38	\$ 50.07	10	\$500.70
We are requesting to use Victim Advocate overtime for domestic violence related cases as match. This time is project coded, and will verified to ensure only DV case time is allocated as match to this grant award. We are estimating allocating 16 hours per month of DV overtime worked by VSU victim advocates as match. The rate is estimated based upon an entry level advocate salary. Actual overtime rates will vary by employee						
VICTIM ADVOCATE AND SUPERVISOR ON CALL TIME		HOURLY SALARY RATE (1/5TH TIME)		HOURS	Amount Requested	
		\$	33.38	\$ 6.68	700	\$4,676.00

On Call / Standby Time

There is an on-call advocate every hour of every day to provide immediate crisis intervention and emergency advocacy to Victims of Domestic Violence and other crimes. VSU Advocates are on-call outside the normal 40-hours per week for 118 hours of on-call per week, one advocate at a time in rotation. On call time is paid for by the Department general funds, and is compensated at 1/5 the employee's pay rate. We are allocating 2,000 hours of on-call time from VSU advocates not funded by this grant award. The rate is estimated based upon an entry level advocate salary. Actual overtime rates will vary by employee .

Brie Bertges - VICTIM SERVICES UNIT SUPERVISOR OVERTIME		HOURLY SALARY RATE (TIME AND ONE HALF)		HOURS	Amount Requested
		\$ 47.11	\$ 70.67	10	\$706.65

We are requesting to use Victim Services Supervisor overtime for domestic violence related cases as match. This time is project coded, and will verified to ensure only DV case time is allocated as match to this grant award. We are estimating allocating 2.5 hours per month of DV overtime worked by VSU Supervisor as match.

DETECTIVE OVERTIME - DV HOMICIDES		HOURLY SALARY RATE (TIME AND ONE HALF)		HOURS	Amount Requested
OVERTIME		\$ 49.71	\$ 74.57	13	\$969.35
SHIFT DIFFERENTIAL ON OVERTIME		\$ 3.00	\$ 1.00	13	\$39.00

We are requesting to use detective overtime (time and one half) and shift differential (\$3/hr) dedicated to investigating domestic violence related homicides as match for this STOP award.

DETECTIVE SERGEANT OVERTIME - DV HOMICIDES		HOURLY SALARY RATE (TIME AND ONE HALF)		HOURS	Amount Requested
OVERTIME		\$ 69.75	\$ 104.63	10	\$1,046.25
SHIFT DIFFERENTIAL ON OVERTIME		\$ 3.50	\$ 1.00	10	\$35.00

We are requesting to use detective sergeant overtime (time and one half) and shift differential (\$3.50/hr) dedicated to investigating domestic violence related homicides as match for this STOP award.

Total Fringe Cost		\$46,494.00		Total Personnel (w/o Fringe):		\$30,772.95
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Travel/Training				Total:	\$0.00
Identify staff who will travel, the purpose, frequency, and projected costs. Utilize GSA rates for per diem and lodging (go to <a href="http://www.gsa.gov">www.gsa.gov</a> ) as a guide unless the organization's policies specify lower rates for these expenses. Out-of-state travel or non-standard fares require special justification.					
Mileage		# of Mile	Mileage Rate		\$0.00
			0.655		

\*Revise as needed to include multiple trips.

Justification of need. Mileage is only reimbursable if it is for client transport, client assistance, or if it is a justifiable expense to provide client services. It is not reimbursable from employees home to/from workstation.

<b>Out-of-State Travel</b>					\$0.00
<u>Title of Trip &amp; Destination such as CDC Conference: San Diego, CA</u>	<u>Cost</u>	<u># of Trips</u>	<u># of Days</u>	<u># of Staff</u>	
Registration fee					\$0.00
Airfare: Cost per trip (origin & destination) x # of trips x # of staff					\$0.00
Baggage fee: \$ amount per person x # of trips x # of staff					\$0.00
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff					\$0.00
Lodging: \$ per day +\$ tax = total \$ x # of trips x #of nights x # of staff					\$0.00
Ground Transportation: \$ per r/trip x # of trips x # of staff					\$0.00
Parking: \$ per day x # of trips x # of days x # of staff					\$0.00

**Justification:**  
Who will be traveling, when and why, tie into program objective(s) or indicate required by funder. Travel/Training must be related to grant objectives and allow abilities.

If traveling to more than 1 out-of-state destination, copy section above, revise formula in Cell F33 and complete for each trip

<b>In-State Travel</b>					\$0.00
<u>Origin &amp; Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of Days</u>	<u># of Staff</u>	
Registration fee					\$0.00
Airfare: cost per trip (origin & designation) x # of trips x # of staff					\$0.00
Baggage fee: \$ amount per person x # of trips x # of staff					\$0.00
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff					\$0.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff					\$0.00
Ground Transportation/Motor Pool:(\$ car/day + ## miles/day x \$ rate per mile) x # of trips x # of days					\$0.00
Parking: \$ per day x # of trips x # of days x # of staff					\$0.00

**Justification:**  
Who will be traveling, when and why, tie into program objective(s) or indicate required by funder. Travel/Training must be related to grant objectives and allow abilities.

If traveling to more than 1 in-state destination, copy section above, revise formula in F48 and complete for each trip.

<b>Supplies/Operating</b>	<b>Total:</b>	<b>\$0.00</b>
List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items are not required. Listing of typical or anticipated agency expenses should be included.		



<b>Equipment</b>	<b>Total:</b>	<b>\$0.00</b>
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List Equipment purchase costing \$5,000 or more, and justify these expenditures. Also list any computers, cellular phones, iPods, iPads, Tablets, etc. to be purchased regardless of cost. All other equipment costing less than \$5,000 should be listed under Operating.

<b>Contractual</b>	<b>Total:</b>	<b>\$0.00</b>
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Agency must be able to provide documentation for full and open competition, develop clear descriptions of duties provided by Contractor, ensure maximum open and free competition, and verify that Contractor is not on the suspended and debarred list (SAM.gov). Agencies must follow their procurement policies to enter into contracts. Copies of contracts are required.

\*Revise this formula as needed to include each Contractor listed

\*Add additional Contractor/Subrecipients here with justification or delete this row.

<b>Other</b>	<b>Total:</b>	<b>\$0.00</b>
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Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project, such as emergency client services, client transportation, etc. Stipends or scholarships that are a component of a larger project or program may be included here, but require special justification.

Emergency services supported by non-federal matching funds	\$300/ mo. x 12 months	
		\$0.00

RPD VSU is proposing to support emergency services, including motel nights, transportation costs, lock replacements, and food and clothing gift cards for victims of domestic violence from non-federal sources as match. This is estimated at \$300 per month.

<b>TOTAL DIRECT CHARGES</b>	<b>\$77,267.00</b>
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<b>Indirect</b>	<b>Total:</b>	<b>\$0.00</b>
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Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function, or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. This will be a percentage that cannot exceed 10% of Modified Total Direct Cost. Note that the formula in Cell F124 will automatically calculate 10%. Applicants may override this formula only if requesting a LOWER rate or providing a copy of their current Federally Approved Indirect Cost Rate Letter. If you have a federally approved indirect rate, please adjust the formula in F145)

Identify Indirect Expenses (List what items Indirect will be allocated to) \$ -

TOTAL BUDGET

Total:

\$77,267.00

**Budget Summary**

<u>Category</u>	<u>Total Federal Costs</u>	<u>Detailed Non-Federal Costs</u>	<u>Total Project Costs</u>
1. Personnel	\$ 141,440.40	\$ 30,772.95	\$ 172,213.35
2. Fringe	\$ 43,846.00	\$ 46,494.00	\$ 90,340.00
3. Travel	\$ -	\$ -	\$ -
4. Supplies/Operating	\$ -	\$ -	\$ -
5. Equipment	\$ -	\$ -	\$ -
6. Consultants/Contracts	\$ -	\$ -	\$ -
7. Other	\$ 27,539.68	\$ -	\$ 27,539.68
8. Indirect	\$ 21,282.61	\$ -	\$ 21,282.61
<b>Total Direct</b>	<b>\$ 212,826.08</b>		
Total Indirect	\$ 21,282.61	\$ -	\$ 21,282.61
Sum Total	\$ 234,108.69	\$ 77,266.95	\$ 311,375.63

**Required match is \$78,036.23**

#### **D. Scope of Work for Reno Police Department (RPD), Victim Service Unit (VSU)**

RPD VSU, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

##### **Goal 1: Sustain current advocacy provided to victims of violent crime.**

<b><u>Target Number</u></b>	<b><u>Objectives</u></b>	<b><u>Activities</u></b>	<b><u>Responsible Party</u></b>	<b><u>Documentation Needed for Measurement</u></b>
1.) 600	1.1) Provide advocacy to victims of domestic violence	1.1) Crisis Intervention 1.2) Needs Assessment 1.3) Safety Planning 1.4) Provide Resources and Referrals 1.5) Personal Advocacy	1.) Victim Advocates	1.1) VSU Caselog Civicore-electronic case management system can produce detailed reports of activities
2.) 400	2.1) Provide criminal justice advocacy	2.1) Law enforcement interview accompaniment 2.2) Educate victims about their rights 2.3) Assistance with protection orders 2.4) Notification of criminal events	2.) Victim Advocates	2.1) Civicore-electronic case management system-can produce detailed reports of activities

**Goal 2: Enhance current advocacy provided to victims of domestic violence**

<b><u>Target Number</u></b>	<b><u>Objectives</u></b>	<b><u>Activities</u></b>	<b><u>Responsible Party</u></b>	<b><u>Documentation Needed for Measurement</u></b>
1.) 20	Advocates will increase community capacity to serve victims of crime through outreach and training	1.1) Provide training to community partners 1.2) Participate in outreach activities in the community.	1.)Victim Advocates	1.1) Outreach/Training Log to document participation and maintain community calendar for upcoming outreach and training activities
2.) 200	Provide victim-centered training to law enforcement and professional staff	2.1) Provide training regarding procedural justice and implicit bias to law enforcement and professional staff at RPD.	2.)Advocate/Trainer	2.1) Outreach/Training Log to document participation and number of participants in each training
3.) 125	Provide victim-centered training to police recruits in the Academy and Early Hire Program	3.1) Provide training regarding victim's rights, response to trauma and victim-centered approach Provide training related to use of victim-centered language and better understand how to support victims in crisis.	3.)Advocate/Trainer	3.1) Outreach/Training Log to document participation and number of participants in each training  3.2) Academy Graduation Rate



**NEVADA OFFICE OF THE ATTORNEY GENERAL  
VIOLENCE AGAINST WOMEN ACT  
CALENDAR YEAR 2024  
STOP/SASP GRANT TERMS AND CONDITIONS**

*TERMS & ACRONYMS:*

**Adult** – Age eighteen (18) years and over  
**Cash Match** – Real cash contributed to the project  
**CBO** – Community Based Organization  
**CCR** – Central Contractor Registration  
**CFR** – Code of Federal Regulations  
**DOJ** – Department of Justice  
**DUNS** – Data Universal Numbering System  
**EEOP** – Equal Employment Opportunity Plan  
**EFT** – Electronic Funds Transfer  
**FFATA** – Federal Funding Accountability & Transparency Act  
**FSRS** – FFATA Sub-award Reporting System  
**GPRA** – Government Performance & Results Act  
**In-kind Match** – Added value contributed to a project from personnel, supplies, and operational expenses  
**Minor** – Newborn through <11 years  
**NPO/NGO** – Non-profit Organization/Non-governmental Organization  
**NRS** – Nevada Revised Statutes

**NVOAG** – Nevada Office of the Attorney General  
**OCFO** – Office of the Chief Financial Officer  
**OCR** – Office for Civil Rights  
**OIG** – Office of the Inspector General  
**OMB** – Office of Management & Budget  
**OVW** – Office on Violence Against Women  
**PCN** – Project Change Notice  
**PDF** – Portable Document Format (Adobe)  
**PL** – Public Law  
**SAM** – System for Award Management  
**SASP** – Sexual Assault Service Providers  
**STOP** – Service ♦ Training ♦ Officers ♦ Prosecution  
**T Visa** – Human Trafficking Visa  
**UEI** – Unique Entity Identifier or Entity ID  
**USC** – United States Code  
**U Visa** – Nonimmigrant Status Visa for certain crime victims  
**VAWA** – Violence Against Women Act  
**Youth** – Age eleven (11) through seventeen (17) years

**By accepting and signing this award and initialing the Terms and Conditions,**

1. The sub-recipient understands that funding is contingent upon available Federal funds and award levels may be increased or decreased during the course of the project period; and
2. The sub-recipient understands and will comply with all applicable award conditions.
3. The sub-recipient agrees to submit an executed copy of the Statement of Sub-grant Audit Arrangements with the executed award documents.
4. The sub-recipient understands that it must not rely on this grant funding for sustainability beyond this award period.

***Award Conditions include all Federal Pass-Through Special Conditions, State of Nevada/NVOAG conditions and any sub-recipient specific conditions that are required to ensure full grant compliance.***

***GENERAL COMPLIANCE CONDITIONS:***

1. All awards are contingent upon sub-recipient's submission of the signed Award Document, initialed Terms and Conditions, and applicable items identified in this document.
2. All sub-recipient awards are contingent upon sub-recipient having and maintaining current SAM registration throughout the award period.
3. The sub-recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OVW). The sub-recipient also agrees to comply with applicable restrictions on sub-awards to first-tier sub-recipients that do not

STOP/SASP Terms and Conditions

February 2024

Executive Director Initials

Board President/Equivalent Initials

acquire and provide a Data Universal Numbering System (DUNS) number or Unique Entity Identifier (UEI) through SAM. The details of recipient obligations are posted on the Office on Violence Against Women website at <https://www.justice.gov/ovw/grantees#award-conditions> (Award condition: Registration with the System for Award Management and Unique Entity Identifier Requirements) and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name). The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

4. All sub-grant awards are contingent upon the sub-recipient obtaining a current Vendor Registration Identification Number with the Nevada Office of the Controller and/or confirming the correct Vendor Number/payment address if their agency has multiple listings. This must be verified by the Fiscal Officer and returned with signed and initialed award documents. Verifications and corrections must be done by sub-recipient on the Nevada Controller's website: <https://controller.nv.gov/>
5. sub-recipient agrees to begin implementation of their funded project activities no later than January 1, 2024. One-twelfth (1/12) of the award's value may be reverted to NVOAG for every month delay beyond this date. If sub-recipient is unable to begin timely, a written justification for a later start date must be submitted to and approved by the NVOAG grant manager. Failure to comply may result in complete forfeiture of sub-grant award funding.
6. The sub-recipient must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award. (Sub-recipients/sub-grantees to refer to "Notice of Funding Opportunity State of Nevada CY 2024 STOP/SASP Violence Against Women Act Grant Programs.").
7. Grant funds may be used only for the purposes included within the sub-recipient approved award. The sub-recipient must not undertake any work or activities that are not described in the grant application, and must not include billing for staff, equipment, or other goods or services without prior written approval through a PCN. PCNs requiring budget modifications will only be accepted through September 30, 2024.
8. The sub-recipient agrees that, before using administrative funds to attend training and technical assistance events, including travel costs and/or registration costs, the recipient will seek approval from NVOAG by submitting a Project Change Notice (PCN), along with an agenda and other relevant supporting documentation, to ensure that the training is relevant to the STOP and/or SASP Grant.
9. The sub-recipient agrees that if they receive any funding that is duplicative of funding received under this grant, they will notify their NVOAG grant manager as soon as possible so that a Project Change Notice (PCN) can be issued changing the budget and project activities to eliminate the duplication. Further, the sub-recipient agrees and understands that any duplicative funding will be de-obligated from its award and returned to NVOAG.
10. sub-recipient must submit project related sub-contracts and/or sub-awards to NVOAG for verification of grant compliance prior to implementation of contracted project activities.
11. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25/hr. A detailed justification must be submitted to and approved by the NVOAG prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, sub-recipients/sub-grantees are required to maintain documentation to support all daily or hourly rates.



12. sub-recipient agrees that all positions funded through the STOP/SASP grant must be doing the actual work identified in the approved application. The sub-recipient also agrees that Personnel and Fringe expenses charged to STOP/SASP is reflective of the actual time worked on the funded project.
13. VAWA requires that personnel providing any services with VAWA funding be qualified in their field and possess current and relevant experience and/or training in domestic, sexual and dating violence, and stalking.
14. All sub-recipient personnel involved in activities funded by this award must participate in and report on at least one (1) applicable training activity during the grant period. The training activity can be in person, web-based, via teleconference or videoconference. NVOAG must approve training events to ensure grant compliance.
15. sub-recipient agrees that if they have travel costs included in their budget, travel expenses will be in accordance with the General Services Administration (GSA) rates.
16. sub-recipient agrees that it has or will develop a disaster response plan and evacuation plan.
17. sub-recipient agrees to provide NVOAG with an electronic or hard copy of their most recent agency single audit and annual reports by June 30, 2024, if the sub-recipient receives \$750,000 or more in federal assistance in a fiscal year to the [AGgrants@ag.nv.gov](mailto:AGgrants@ag.nv.gov) email address.
18. Any law enforcement, prosecution, or court sub-recipient agrees to provide a copy of their current Memorandum of Understanding (MOU) with a local community services agency that serves victims of domestic violence and sexual assault by June 30, 2024.
19. The sub-recipient agrees to comply with the financial and administrative requirements set forth in 2 CFR Part 200 and the current edition of the Department of Justice (DOJ) Grants Financial Guide.

Compliance with financial and administrative requirements in 2 CFR Part 200:

<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf>

DOJ Grants Financial Guide: <https://www.justice.gov/ovw/file/892031/download>

20. The sub-recipient acknowledges that failure to submit an acceptable EEOP (if organization is required to submit one pursuant to 28 CFR. Section 42.302), that is approved by the Office for Civil Rights (OCR), is a violation of the Standard Assurances executed by the organization, and may result in suspension of funding, until such time as the recipient complies, or termination of the award.
21. The sub-recipient agrees to comply with the applicable requirements of 28 CFR Part 38, the DOJ regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that DOJ grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Sub-recipient/sub-grantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from a sub-recipient must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
22. The sub-recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or the parents or legal guardians of such students.
23. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Federal Register 51225 (October 1, 2009), the Department encourages sub-recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. sub-recipient must have policies and procedures in place to adequately respond to and resolve complaints from those they serve and those they employ, including “whistle-blower” complaints. More information may be found at <https://www.ojp.gov/program/civil-rights/overview>
25. The sub-recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at: <http://www.ovw.usdoj.gov/grantees.html>
26. The sub-recipient understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for Federal, State, Tribal or Local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
27. The sub-recipient agrees that awarded funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.
28. Pursuant to 2 CFR §200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.  
  
OVW also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, in whole or in part (including in the derivative works), any work developed by a sub-recipient of this award, for Federal purposes, and to authorize others to do so.  
  
In addition, the NVOAG (recipient or sub-recipient, contractor, or subcontractor) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.  
  
It is the responsibility of the NVOAG (recipient or sub-recipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.
29. The sub-recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for NVOAG and sub-recipient/sub-grantees, available at <https://www.justice.gov/ovw/grantees#Resources>
30. The sub-recipient agrees to submit one copy of all required reports and any other written materials or products that are funded under the project to the NVOAG not less than twenty (20) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the sub-recipient will not be allowed to use project funds to support the further development or distribution of the materials.
31. sub-recipient agrees it has or will develop and utilize a mechanism to encourage client feedback and gauge client satisfaction.

32. Should the sub-recipient experience an incident that may jeopardize the safety of clients, staff, and/or volunteers, or cause closure of the office/agency, sub-recipient agrees to report such incidents within 24 hours to the OAG Grants Unit.
33. If an agency loses accreditation, the sub-grantee must notify the OAG within 15 days. Failing to do so may result in the forfeiture of funding.
34. The sub-recipient agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the VAWA of 1994, PL 103-322, the VAWA of 2000, PL 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC 3711 et seq., the Violence Against Women and DOJ Reauthorization Act of 2013, PL 113-4, and OVW's implementing regulations at 28 CFR Part 90.
35. The sub-recipient understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on sub-recipient funds for noncompliance with any of the requirements of 42 U.S.C. 3796gg-4 (regarding rape exam payments), 42 U.S.C. 3796gg-5 (regarding certain fees and costs), and 42 U.S.C. 3796gg-4(3) (regarding judicial notification), 42 U.S.C. 3796gg-5 (regarding certain fees and costs), and 42 U.S.C. 396gg-8 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the sub-grant or other remedial measures, in accordance with applicable laws and regulations.
36. sub-recipient agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The sub-recipient also agrees to ensure that any sub-recipients or contractors meet these requirements.

The sub-recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. §12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all sub-recipients/sub-grantees, or contractors at any tier meet these requirements.

37. sub-recipient must have a written confidentiality policy in place that includes the following condition: prohibition against the disclosure of a primary or secondary victim's name, address, telephone number, e-mail address or any other potentially identifying information without the prior voluntary and term-limited written consent of the victim. By accepting these conditions, sub-recipient certifies that the confidentiality policy they have adopted conforms to the privacy rights and obligations created by the VAWA and its reauthorizations, any other applicable federal or state laws, court rules, and rules of professional conduct applicable to the work performed by the organization.
38. sub-recipient must have policies and facilities in place to secure all confidential paper and electronic documentation referring directly to individual prime and secondary victims and/or any other potentially identifying information relating to individual victims. This condition also addresses information/documentation access, retention and destruction of information.
39. The only exception to prohibitions against requiring victim cooperation with the criminal justice system is in regard to victims applying for T or U Visas as per the legal requirements.
40. The sub-recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the funding agency (OVW or NVOAG) determines that the sub-recipient is a high-risk sub-grantee.

Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ.

If the sub-recipient is designated high risk by a federal grant-making agency outside of DOJ, currently, or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

41. The sub-recipient understands and agrees that grant funds may be frozen and the award may be terminated if the sub-recipient does not respond in a timely fashion to requests for information, to address compliance with any of the Terms and Conditions, and/or with NVOAG/OCFO/OIG audit/monitoring and findings.
42. The sub-recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
43. The NVOAG, upon finding that there has been substantial failure by the sub-recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the NVOAG is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
44. sub-recipient agrees that non-compliance with any conditions contained within the application for funding instructions, these award documents and any future notifications regarding enacted federal or state legislation and/or grant policies may result in the forfeiture of award funding and sanctions or actions as deemed appropriate by the NVOAG, OVW or DOJ. This could include program and fiscal reviews and audits, and civil and/or criminal investigation potentially resulting in sub-recipient being placed in probationary status, repayment of grant funds, suspension of future NVOAG funding opportunities, debarment from all federal funding, and possible legal actions. Sanctions would continue until non-compliance findings have been successfully addressed.
45. sub-recipient agrees that any changes in federal or state law and/or policies regarding grant compliance become part of the award and these Terms and Conditions upon receipt of written notification by postal or electronic mail delivery.

sub-recipient must retain all documents, including electronic records, related to this award for a minimum of three (3) years following the closure of the NVOAG's federal award.

#### **REPORTING CONDITIONS:**

46. This is a cost reimbursable award. This means payments must be made before requesting reimbursement from the OAG. sub-recipient agrees to submit Monthly Financial Reimbursement Reports (MFR) to NVOAG with all necessary back-up documentation to justify expenditures. MFR must be submitted no later than the 15<sup>th</sup> of the month following the claim period (*i.e. July 2024 MFR is due by August 15, 2024*). There is an exception with the submission date for the June 2024 MFR, which must be submitted by July 7, 2024, to allow for closure of the State's budget. Please include all expenditures incurred up to June 30, 2024, on this claim. Note: expenditures for expenses incurred by June 30<sup>th</sup> not included on the June claim by July 7, 2024, will be processed as a stale claim based on the close of the state fiscal year. An MFR must be submitted monthly even if no reimbursement funds are requested. The signed MFR Back-Up Summary, Excel workbook, and supporting documentation may be scanned and submitted electronically to the [AGgrants@ag.nv.gov](mailto:AGgrants@ag.nv.gov) email address, faxed, or mailed to NVOAG. There is no need to express mail the MFR and back up documentation.

On the supporting documentation, calculations must be included to show us how the amount you are requesting was determined for each item.

Back-up documentation for Personnel and Fringe expenses at a minimum must include a timesheet identifying the name of the employee, pay period, cost allocated time across funding sources, signed by the employee and their

supervisor if the employee is partially funded through this award, as well as the paystub reflecting the corresponding pay period, pay date, and amount paid. If an employee is fully funded through this award, a payroll certification form attesting that 100% of the employee's time was solely spent on this award's scope of work with the identified pay period that is signed by the employee and their supervisor, can be accepted in lieu of an activity-based/cost-allocated time sheet. Proof of payment will also be required.

47. sub-recipient agrees that most, if not all, project expenditure reimbursements from NVOAG will be via EFT per NRS 227.185.
48. Sub-recipient/sub-grantee understands all financial reimbursements are contingent upon full compliance with sub-recipient award conditions. Unfulfilled compliance requirements lasting longer than sixty (60) calendar days may result in forfeiture of this award and denial of future funding.
49. NVOAG reserves the right to refuse MFR claims submitted past the date due. NVOAG also reserves the right to alter MFR due dates at the end of the grant period or in response to unforeseen circumstances upon electronic notification to sub-recipient/sub-grantee.
50. The sub-recipient agrees that all income generated as a direct result of this award shall be reported as program income and must be accounted for and used in its entirety for the purposes of this VAWA funded project. This includes, but is not limited to client fees, registration fees and sales of products or services developed under this award. If income is derived from multiple funding sources, then it must be applied proportionately to the VAWA funded program.
51. The sub-recipient agrees that program income is restricted to the same uses as awarded VAWA funds and must be expended within the sub-grant period. Program income documentation must meet the same criteria as grant reimbursable expenditures. Program income derived from activities funded under this award may be used as cash match for this funded project and may not be applied as matching funds for other federal, state or private funding.

Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

52. The sub-recipient agrees to provide and cooperate with any assessments, information, or documentation requests from NVOAG necessary to evaluate project progress, compliance, and to process reimbursements.
53. Under the GPRA and VAWA 2000 and subsequent legislation, the sub-recipient is required to collect and maintain data that measures the effectiveness of their grant-funded activities. Accordingly, the sub-recipient agrees to submit an annual electronic progress report on program activities and program effectiveness measures. Sub-recipients/sub-grantees are required to collect information that is included on the Measuring Effectiveness Progress Reports for the OVW Program under which this award is funded.
54. The sub-recipient agrees to provide mandated program reporting data in the aggregate so as not to identify specific victims.
55. The sub-recipient agrees to provide NVOAG with specific information regarding awards made under this program. The sub-recipient agrees to submit a report that includes (a) an assessment of whether stated goals and objectives were

achieved; (b) information on the effectiveness of the activities carried out with the amounts made available to carry out the program, including number of persons served and the numbers of persons seeking services who could not be served; and (c) such other information as NVOAG may prescribe.

56. sub-recipient agrees to submit the Annual Progress Report electronically to the [AGgrants@ag.nv.gov](mailto:AGgrants@ag.nv.gov) email address in PDF format only, no later than January 31, 2025. Sub-recipient/sub-grantees receiving funding from both STOP and SASP must track data accordingly and submit an Annual Progress Report for each funding source.
57. sub-recipient understands training compliance for sub-recipient personnel involved with this award must be documented by event title, date, and sub-recipient/sub-grant attendees on the Narrative Report or within the Closeout Report narratives. sub-recipient also agrees to provide NVOAG details on the progress made on stated goals. This report is due no later than the end of the month following the end of the sub-grant award. For example, the Closeout Report for an award ending on December 31, 2024, is due by January 31, 2025.
58. sub-recipient agrees to complete the Office for Civil Rights (OCR) training no later than April 30, 2024, and provide certification of training completion to NVOAG. The link for this training is <http://ojp.gov/about/ocr/assistance.htm>
59. Sub-recipient will provide participants and beneficiaries clear, written information on how they may be able to file complaints alleging discrimination to the OAG Grants Unit and OCR:

Office of the Attorney General  
Grants Unit  
100 North Carson Street  
Carson City, Nevada 89701-4717  
E-mail: [aggrants@ag.nv.gov](mailto:aggrants@ag.nv.gov)  
Phone: (775) 684-1110  
Fax: (775) 684-1102

U.S. Department of Justice  
Civil Rights Division  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530  
Hotline (English & Spanish): (888) 848-5306

60. The sub-recipient and any sub-recipients must promptly refer to OIG and NVOAG any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has 1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG and NVOAG by mail:

Office of the Attorney General  
Grants Unit & Investigations Division  
100 North Carson Street  
Carson City, Nevada 89701-4717  
E-mail: [aggrants@ag.nv.gov](mailto:aggrants@ag.nv.gov)  
Phone: (775) 684-1110  
Fax: (775) 684-1102

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
1425 New York Avenue  
Washington, DC 20530  
E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)  
Hotline (English & Spanish): (800) 869-4499  
Hotline Fax: (202) 616-9881

Additional information is available from the DOJ/OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig), or by contacting the NVOAG.

61. Restrictions and certifications regarding non-disclosure agreements and related matters. No recipient or sub-recipient 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.

1. In accepting this award, the recipient –
  - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b. Certifies that, if it hears 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 agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized to make subawards or contracts under this award –
  - a. It represents that –
    - i. It has determined that no other entity that the recipient’s application proposes may or will receive award funds (whether through a subaward, contract, or subcontract), either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - b. It certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award 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 to or by that entity, will provide prompt written notification to the agency making this award, and will assume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

62. The recipient, and any sub-recipient, at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients, or individuals defined (for purposes of this condition) as ‘employees’ of the recipient or of any subrecipient.

The details of the recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/grantees> (Award conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

66. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide.

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website to include any amendments made throughout the course of the grant period.

67. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination –28 C.F.R. Part 54.  
The recipient, and any sub-recipient/sub-grantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs”.

The recipient and any subrecipient/subgrantee must comply with Executive Order 13166, which provides guidance relating to Title VI of the Civil Rights Act of 1964 – National Origin Discrimination Against Persons with Limited English Proficiency. Recipient and any subrecipient/subgrantee shall develop and maintain a policy directed to providing services to Limited English Proficiency (LEP) persons. More information may be found at <https://www.ojp.gov/program/civil-rights/limited-english-proficient-lep>

**68. Restrictions on “lobbying” and policy development.**

In general, as a matter of federal law, federal funds may not be used by the recipient, or any sub-recipient/sub-grantee at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any sub-recipient/sub-grantee may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault and stalking (as those terms are defined in 42 U.S.C. 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any sub-recipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Native American tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or sub-recipient/sub-grantee) would or might fall within the scope of these prohibitions, the recipient/ sub-recipient is to contact the NVOAG who will then contact OVW for guidance and may not proceed without the express prior written approval of OVW.

**69. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year.**

The recipient, and any sub-recipient/sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/grantees>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a sub-recipient/sub-grantee) would or might fall within the scope of an appropriations-law restriction, the recipient/ sub-recipient is to contact the NVOAG who will then contact OVW for guidance and may not proceed without the express prior written approval of OVW.

**70. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees).**

The recipient (and any sub-recipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient/ sub-recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient/ sub-recipient is to contact the NVOAG, who will contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**71. Requirements of the award; remedies for non-compliance or for materially false statements.**



The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient/subrecipient that relates to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, the OVW may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice (DOJ), including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or – unenforceable, such provision shall be deemed severable from this award.

***PROHIBITIONS:***

72. The sub-recipient agrees that grant funds will not support activities that compromise victim safety and recovery, including but not limited to: (1) procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children, (2) pre-trial diversion programs not approved by NVOAG/OVW or the placement of offenders in such programs, (3) mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling (4) mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint), (5) the placement of perpetrators in anger management programs, or (6) any other activities outlined in the solicitation under which the approved application was submitted.
73. The VAWA Reauthorization of 2013 added a new civil rights provision that applies to all OVW grants issued in Federal Fiscal Year 2014 (October 1 – September 30) or after. This provision prohibits any OVW sub-recipient from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The sub-recipient acknowledges that it will comply with this provision.
74. sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.
75. sub-recipient understands and agrees that grant funds cannot be used to provide unsupervised cash or cash-equivalents directly to individuals receiving services. Every effort must be made to ensure that purchasing assistance only be used for eligible purposes such as emergency lodging, travel, food and emergency items, such as clothing, diapers, prescription medications, and toiletries. Ineligible uses such as alcohol, drugs, cigarettes, non-necessities, or bartering for goods or services are strictly prohibited. Such cash, credit, or purchasing cards are prohibited without written policies specifically approved by the NVOAG administrators.
76. The sub-recipient agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence and/or stalking curriculum for primary or secondary schools. The sub-

recipient further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

77. The sub-recipient agrees that grant funds will not be used to conduct prevention education, public awareness, or community education campaigns or related activities. Grant funds may be used to support, inform, and provide outreach to victims about available services.
78. The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any sub-recipient/sub-grantee) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility verification for hiring under award) and are incorporated by reference here.
79. The recipient (and any sub-recipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a sub-recipient/sub-grantee)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to NVOAG no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. NVOAG will then notify an OVW Program Manager.
80. No recipient (or sub-recipient/sub-grantee, 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 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government) and are incorporated by reference here.
81. SCOPE. This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a sub-recipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any sub-recipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

82. sub-recipient agrees to have and keep all applicable liability coverages current.

*STOP SPECIFIC CONDITIONS:*

83. The sub-recipient agrees to follow the applicable set of general terms and conditions which are available at <http://www.justice.gov/ovw/grantees>. These do not supersede any specific conditions in this award document.
84. The sub-recipient agrees that STOP funding may only be used to serve primary youth and adult victims of domestic, sexual and dating violence, and stalking. Minors may only be served as secondary victims with an inextricable link to an eligible prime victim.

85. The sub-recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the sub-recipient/sub-grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B)(i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, sexual assault, or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, or tribal law enforcement officials; (3) any person or organization providing legal assistance through program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking programs and coalitions, as well as appropriate state, local, territorial, or tribal law enforcement officials of their work; and (4) the sub-recipient/sub-grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where domestic violence, dating violence, sexual assault, stalking, or child sexual abuse is an issue.
86. The sub-recipient agrees that STOP grant funds will not be used to support the purchase of law enforcement equipment items, such as uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.
87. The sub-recipient agrees that STOP grant funds may not be used to fund divorce or child custody expenses unless they are inextricably linked to victim safety or obtaining/continuing a legal Order of Protection. NVOAG grant administrator must approve such uses in advance.
88. The sub-recipient acknowledges that the federal share of a STOP grant made under the state formula program may not exceed 75% of the total costs of the total projects described in the application, including administrative costs. The costs of projects awarded to victim service providers for the purpose of providing victims services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match. The sub-recipient further acknowledges that NPO/NGO/CBO victim services programs receiving STOP sub-grants under the victim services allocation cannot be required by the State to provide matching dollars. NVOAG waives the match requirement for federally recognized Native American Tribes under any funding category. However, victim service providers funded under the Discretionary category will be required to provide match.
89. The sub-recipient/sub grantee understands that STOP match may consist of a cash match or in-kind match. In-kind match must have a direct bearing on the funded project. Matching funds are restricted to the same uses as VAWA funds and must be expended within the sub-grant period. Match documentation must meet the same criteria as grant reimbursable expenditures. Expenditures applied as match for other federal, state or private funding, may not be used for VAWA match.
90. The sub-recipient/sub grantee understands match requirements cannot be funded from other direct or passed through federal funding sources. Specific Cash or In-kind match amounts cannot be applied to more than one program.
91. Funds are to be used to serve victims of domestic violence, sexual violence, dating violence and/or stalking.
92. The sub grantee understands STOP funding does limit response and services to "primary victims," aged 11 years and above, of intimate partner violence, sexual and dating violence, and stalking offenses. Children 10 years and under may only be treated as "secondary victims" with an inextricable link to a primary recipient of services.
93. Publications disclaimer for STOP Formula subrecipients.  
The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No.15JOVW-23-GG-00592-STOP awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and

recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the US Department of Justice.”

94. The sub-recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the sub-recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans' Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii) (I) is partnered with an entity or person that has demonstrated expertise described in clause (i) and (II) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the sub-recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

*SASP SPECIFIC CONDITIONS:*

95. The sub-recipient acknowledges that funds may only be used for the provision of direct intervention and related assistance to victims of sexual violence, including 24-hour crisis line services, medical and criminal justice/civil legal accompaniment, advocacy, and short-term individual and group support counseling. Funds cannot be used towards prevention education efforts, projects focused on training allied professionals and/or communities, or the establishment or maintenance of Sexual Assault Response Teams.
96. The sub-recipient/sub-grantee understands SASP funding may be used to provide direct services to both primary and secondary victims of sexual assault/abuse. SASP may be used for victims of all ages; there are no age restrictions on serving minors, youth or adults.
97. Publications disclaimer for SASP Formula subrecipients  
The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No.15JOVW-23-GG-00648-SASP awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's SAS Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the US Department of Justice.”