

NYE COUNTY AGENDA INFORMATION FORM

Action
 Presentation
 Presentation & Action

Department: Finance	Agenda Date:
Category: Consent Agenda Item	July 16, 2019

Contact: Lauren Farmer	Phone: 775-751-4281	Continued from meeting of:
Return to: Lauren Farmer	Location: Pahrump	Phone:

Action requested: (Include what, with whom, when, where, why, how much (\$) and terms)

Approval to: 1) Accept the 2019 Services-Training-Officers-Prosecutors (STOP) Grant; a Sub-Grant from the Nevada Office of the Attorney General 2019 Violence Against Women Act Formula Grant Award in the amount of \$86,936.00, with a \$28,978.67 match amount of monetary value of time contributed by DA Investigators and a DA Executive Legal Secretary; 2) Execute the Grant Award Documents; and 3) Fund \$86,936.00 from 10340 Grant Fund and the \$28,978.67 match amount from 10101 General Fund.

Complete description of requested action: (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures.)

This grant funds the Deputy District Attorney position to provide specialized prosecution of domestic violence and sexual violence crimes committed in Nye County. This is the fourth year that Nye County has been awarded this grant.

Staff recommendation is to accept the award.

Any information provided after the agenda is published or during the meeting of the Commissioners will require you to provide 20 copies: one for each Commissioner, one for the Clerk, one for the District Attorney, one for the Public and two for the County Manager. Contracts or documents requiring signature must be submitted with three original copies.

Expenditure Impact by FY(s): (Provide detail on Financial Form)

No financial impact

Routing & Approval (Sign & Date)

1. Dept	Date	6.	Date
2.	Date	7. HR	Date
3.	Date	8. Legal	Date
4.	Date	9. Finance	Date
5.	Date	10. County Manager	Date

MZ
 7.2.19
 [Signature]
 Place on Agenda

ITEM # 35

Nevada Office of the Attorney General
2019 Services-Training-Officers-Prosecutors (STOP) Grant
Sub-Grant Award

Sub-Grantee:	Nye County on behalf of Nye County District Attorney's Office	Total Award:	\$ 86,936.00
Sub-Grant Number:	2019-VAWA-33	Total Match:	\$ 28,978.67
Address:	P.O. Box 39 Pahrump, NV 89041	Total Project Cost:	\$ 115,914.67
Contact Name:	Chris Arabia	Project Period:	July 1, 2019 through June 30, 2020
Phone Number:	775-751-7080	Indirect Rate:	N/A
Email Address:	carabia@co.nye.nv.us	DUNS Number:	064813926
Project Title:	Nye county District Attorney's s Office and the Nye County child Advoccy Center Program for the investigation, assesment, medical/therapuetic treatment, and prosecution of domestic violence, sexual assault (victims 11 and older), and stalking cases.		

Approved Budget for Project			
<i>Category</i>		CFDA No.:	16.55
Personnel	\$ 57,018.00	FEDERAL AWARD #	2019-WF-AX
Fringe Benefits	\$ 25,408.00	Federal Award Date:	
Travel	\$ 3,260.00	Total Federal Award:	
Equipment	\$ -	Federal Awarding Agency:	U.S. Dept. of Justice, Office on Violence Against Women
Supplies/Operating	\$ 600.00	State Awarding Agency:	Nevada Office of the Attorney General
Construction	\$ -	State Authorizing Official:	Debbie Tanaka on behalf of Attorney General Aaron D. Ford
Consultant/Contracts	\$ -	Phone Number:	775-684-1110
Other	\$ 650.00	Email Address:	dtanaka@ag.nv.gov
Indirect	\$ -	Address:	Nevada Office of the Attorney General 100 N. Carson Street Carson City, NV 89701
Total Award	\$ 86,936.00	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.
Match	\$ 28,978.67		

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 <i>Name and Title of Appointing Official</i>
By: Debbie M. Tanaka, Grants Manager
X _____ / <i>Signature of Approving Official/Date</i>

SUBGRANTEE ACCEPTANCE	
Chris Arabia, Nye County District Attorney <i>Printed name and title of Executive Director or Equivalent</i>	John Koenig, Chairman, Board of County Commissioners <i>Printed name and title of Board President or Equivalent</i>
X _____ / <i>Signature of Executive Director or Equivalent and Date</i>	X _____ / <i>Board President or Equivalent Signature and Date</i>

**NEVADA OFFICE OF THE ATTORNEY GENERAL
2019 VIOLENCE AGAINST WOMEN ACT
STOP/SASP GRANT TERMS AND CONDITIONS**

**July 1, 2019 through June 30, 2020
Nye County District Attorney's Office
2019-VAWA-33**

TERMS & ACRONYMS:

- | | |
|--|--|
| Adult – Age eighteen (18) years and over | NVOAG – Nevada Office of the Attorney General |
| Cash Match – Real cash contributed to the project | OCFO – Office of the Chief Financial Officer |
| CBO – Community Based Organization | OCR – Office for Civil Rights |
| CCR – Central Contractor Registration | OIG – Office of the Inspector General |
| CFR – Code of Federal Regulations | OMB – Office of Management & Budget |
| DOJ – Department of Justice | OVW – Office on Violence Against Women |
| DUNS – Data Universal Numbering System | PCN – Project Change Notice |
| EEOP – Equal Employment Opportunity Plan | PDF – Portable Document Format (Adobe) |
| EFT – Electronic Funds Transfer | PL – Public Law |
| FFATA – Federal Funding Accountability & Transparency Act | SAM – System for Award Management |
| FSRS – FFATA Sub-award Reporting System | SASP – Sexual Assault Service Providers |
| GPRA – Government Performance & Results Act | STOP – Service•Training•Officers•Prosecution |
| In-kind Match – Added value contributed to a project from personnel, supplies, and operational expenses | T Visa – Human Trafficking Visa |
| Minor – Newborn through <11 years | USC – United States Code |
| NPO/NGO – Non-profit Organization/Non-governmental Organization | U Visa – Nonimmigrant Status Visa for certain crime victims |
| NRS – Nevada Revised Statutes | 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/sub-grantee 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/sub-grantee understands and will comply with all applicable award conditions.
3. The sub-recipient/sub-grantee 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/sub-grantee specific conditions that are required to ensure full grant compliance.

GENERAL COMPLIANCE CONDITIONS:

1. All awards are contingent upon sub-recipient/sub-grantee's submission of the signed Award Document, initialed Terms and Conditions, and applicable items identified in this document.
2. All sub-recipient/sub-grantee awards are contingent upon sub-recipient/sub-grantee having and maintaining current CCR/SAM registration throughout the award period.
3. The sub-recipient/sub-grantee 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/sub-grantee also agrees to comply with applicable restrictions on sub-awards to first-tier sub-recipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office on Violence Against Women website at

G:\GRANTS\STOP Grants\2019 STOP GRANT

Rev: May 2019

Executive Director Initials

Board President/Equivalent Initials

<http://www.ovw.usdoj.gov/docs/sam-award-term.pdf> (Award condition: Registration with the System for Award Management and Universal 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).

4. All sub-grant awards are contingent upon the sub-recipient/sub-grantee 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/sub-grantee on the Nevada Controller's website: http://controller.nv.gov/VendorServices/Vendor_Services.html
5. Sub-recipient/sub-grantee agrees to begin implementation of their funded project activities no later than July 1, 2019. One-twelfth (1/12) of the award's value will be reverted to NVOAG for every month delay beyond this date. If sub-recipient/sub-grantee 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 funding.
6. The sub-recipient/sub-grantee 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 "Request for Applications State of Nevada 2019 STOP/SASP Violence Against Women Grant Programs.").
7. Grant funds may be used only for the purposes included within the sub-recipient/sub-grantee approved application. The sub-recipient/sub-grantee 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 March 31, 2020.
8. Sub-recipient/sub-grantee must submit project related sub-contracts and/or sub-awards to NVOAG for approval prior to implementation of contracted project activities.
9. 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.
10. Sub-recipient/sub-grantee agrees that all positions funded through the STOP/SASP grant must be doing the actual work identified in the approved application. The sub-recipient/sub-grantee also agrees that Personnel and Fringe expenses charged to STOP/SASP is reflective of the time worked on the funded project.
11. Sub-recipient/sub-grantee must provide job descriptions and resumes of staff funded and performing award related activities as well as staff whose personnel and/or fringe expenses are used in part or full to satisfy match requirements. These must be submitted with executed award documents. Personnel changes and applicable job descriptions and resumes must be reported to and approved by NVOAG on a PCN within thirty (30) days of occurrence.
12. 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.
13. All sub-recipient/sub-grantee 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 qualifying events if they are not clearly addressing domestic violence, sexual assault, dating violence or stalking.
14. Sub-recipient/sub-grantee agrees that if they have travel costs included in their budget, travel expenses will be in accordance with the General Services Administration (GSA) rates.

15. Sub-recipient/sub-grantee agrees that a representative of the awarded agency will participate in quarterly teleconference calls.
16. Sub-recipient/sub-grantee agrees that it has or will develop a disaster response plan and evacuation plan.
17. Sub-recipient/sub-grantee agrees to submit an executed copy of the Statement of Sub-grant Audit Arrangements with the executed award documents.
18. When applicable, sub-recipient/sub-grantee agrees to provide NVOAG with an electronic or hard copy of their most recent agency audit and annual reports by June 30, 2020.
19. When applicable, sub-recipient/sub-grantee agrees to provide a copy of their Memorandum of Understanding (MOU) by December 31, 2019.
20. The sub-recipient/sub-grantee 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/sub-grantee agrees and understands that any duplicative funding will be de-obligated from its award and returned to NVOAG.
21. The sub-recipient/sub-grantee 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.
22. The sub-recipient/sub-grantee 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 is in compliance, or termination of the award.
23. The sub-recipient/sub-grantee 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/sub-grantee 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.
24. The sub-recipient/sub-grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or the parents or legal guardians of such students.
25. 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/sub-grantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
26. Sub-recipient/sub-grantee must have policies and procedures in place to adequately respond to and resolve complaints from those they serve and employ, including "whistle-blower" complaints.
27. The sub-recipient/sub-grantee 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>

28. The sub-recipient/sub-grantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for Federal, State, Tribal or Local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
29. The sub-recipient/sub-grantee 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.
30. 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.

31. The sub-recipient/sub-grantee 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 <http://www.ovw.usdoj.gov/recipients.html>.
32. The sub-recipient/sub-grantee understands all materials and publications (written, visual, or sound) resulting from sub-grant award activities shall contain the following statements: "This project was supported under (*include all applicable federal grants by award number**) awarded by the state administering office for the STOP Formula Grant Program and the Office on Violence Against Women, U.S. Department of Justice. 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 U.S. Department of Justice, OVW." * *Federal Award numbers can be found in the heading of the Sub-grant Award Document.*
33. The sub-recipient/sub-grantee 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/sub-grantee will not be allowed to use project funds to support the further development or distribution of the materials.
34. Sub-recipient/sub-grantee agrees it has or will develop and utilize a mechanism to encourage client feedback and gauge client satisfaction.
35. The sub-recipient/sub-grantee agrees to report incidents such as but not limited to, an instance that may jeopardize the safety of clients, staff, and/or volunteers, closure of the office/agency within 24 hours to the OAG Grants Unit.
36. The sub-recipient/sub-grantee 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.

37. The sub-recipient/sub-grantee 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/sub-grantee 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.
38. Sub-recipient/sub-grantee 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/sub-grantee also agrees to ensure that any sub-recipients meet these requirements.
39. Sub-recipient/sub-grantee 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/sub-grantee 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.
40. Sub-recipient/sub-grantee 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.
41. 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.
42. The sub-recipient/sub-grantee 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/sub-grantee is a high-risk sub-grantee.
43. The sub-recipient/sub-grantee understands and agrees that grant funds may be frozen and the award may be terminated if the sub-recipient/sub-grantee 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.
44. The sub-recipient/sub-grantee 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.
45. The NVOAG, upon a finding that there has been substantial failure by the sub-recipient/sub-grantee 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.
46. Sub-recipient/sub-grantee 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.

47. Sub-recipient/sub-grantee 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.
48. Sub-recipient/sub-grantee must retain all documents, including electronic records, related to this award for a minimum of three (3) years following the NVOAG acceptance of their final program and fiscal reports.

REPORTING CONDITIONS:

49. This is a cost reimbursable award. Sub-recipient/sub-grantee agrees to submit Monthly Reimbursement Reports (MFR) to NVOAG with all necessary back-up documentation to justify expenditures. MFR must be submitted no later than the end of the month following the claim period (*i.e. July 2019 MFR is due by August 31, 2019*). An MFR must be submitted monthly even if no reimbursement funds are requested. The signed MFR Back-Up Summary and supporting documentation may be scanned and submitted electronically to the AGgrants@ag.nv.gov email address, faxed or mailed to NVOAG. There is no need to express mail the MFR and back up documentation.
50. Sub-recipient/sub-grantee agrees that all project expenditure reimbursements from NVOAG will be via EFT per NRS 227.185.
51. Sub-recipient/sub-grantee understands all financial reimbursements are contingent upon full compliance with sub-recipient/sub-grantee award conditions. Unfulfilled compliance requirements lasting longer than sixty (60) calendar days may result in forfeiture of this award and denial of future funding.
52. 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.
53. The sub-recipient/sub-grantee 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.
54. The sub-recipient/sub-grantee 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.
55. The sub-recipient/sub-grantee agrees to provide and cooperate with any assessments, information or documentation requests from NVOAG necessary to evaluate project progress, compliance and to process reimbursements.
56. Under the GPRA and VAWA 2000 and subsequent legislation, the sub-recipient/sub-grantee is required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the sub-recipient/sub-grantee 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.
57. The sub-recipient/sub-grantee agrees to provide mandated program reporting data in the aggregate so as not to identify specific victims.
58. The sub-recipient/sub-grantee agrees to provide NVOAG with specific information regarding awards made under this program. The sub-recipient/sub-grantee 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.

- 59. Sub-recipient/sub-grantee agrees to submit the Annual Progress Report electronically to the AGGrants@ag.nv.gov email address in PDF format only by January 31, 2020. 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.
- 60. Sub-recipient/sub-grantee understands training compliance for sub-recipient personnel involved with this award must be documented by event title, date and sub-grant attendees on the Narrative Report or within the Annual Report narratives. Sub-recipient/sub-grantee also agrees to provide NVOAG details on the progress made on stated goals. This report is due no later than July 31, 2020.
- 61. Sub-recipient/sub-grantee agrees to complete the Office for Civil Rights (OCR) training no later than September 30, 2019. The link for this training is <http://ojp.gov/about/ocr/assistance.htm>
- 62. Sub-recipient will provide participants and beneficiaries 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: dtanaka@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

- 63. The sub-recipient/sub-grantee and any sub-recipients must promptly refer to 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: dtanaka@ag.nv.gov
 Phone: (775) 684-1110
 Fax: (775) 684-1102

Office of the Inspector General
 U.S. Department of Justice
 Investigations Division
 950 Pennsylvania Avenue, N.W. Room 4706
 Washington, DC 20530
 E-mail: oig.hotline@usdoj.gov
 Hotline (English & Spanish): (800) 869-4499
 Hotline Fax: (202) 616-9881

Additional information is available from the DOJ/OIG website at www.usdoj.gov/oig, or by contacting the NVOAG.

- 64. 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.

I. In accepting this award, the recipient –

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Executive Director Initials

Board President/Equivalent Initials

- 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.

65. The recipient, and any subrecipient, 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.

65. 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.

66. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination –28 C.F.R. Part 54.
The recipient, and any subrecipient (“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”.

67. 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 subrecipient (“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 subrecipient (“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 subrecipient 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 Indian tribes and tribal organizations.

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

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

The recipient, and any subrecipient ("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 subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact the OAG who will then contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

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

The recipient (and any subrecipient 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.

70. 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 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:

- 71. The sub-recipient/sub-grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: 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; pre-trial diversion programs not approved by NVOAG/OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; 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); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.
- 72. 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 OVW sub-recipient/sub-grantee 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/sub-grantee acknowledges that it will comply with this provision.
- 73. Sub-recipient/sub-grantee 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.
- 74. Sub-recipient/sub-grantee 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.
- 75. The sub-recipient/sub-grantee 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 prime or secondary schools. The sub-recipient/sub-grantee further agrees that grant funds will not be used to teach prime or secondary school students from an already existing curriculum.
- 76. The sub-recipient/sub-grantee 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 outreach to victims about available services.

STOP SPECIFIC CONDITIONS:

- 77. The sub-recipient/sub-grantee 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.

78. The sub-recipient/sub-grantee 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.
79. The sub-recipient/sub-grantee 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.
80. The sub-recipient/sub-grantee 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.
81. The sub-recipient/sub-grantee 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.
82. The sub-recipient/sub-grantee 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/sub-grantee 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.
83. 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.
84. 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.

SASP SPECIFIC CONDITIONS:

85. The sub-recipient/sub-grantee 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.

- 86. 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.

SUB-GRANTEE SPECIFIC CONDITIONS:

- 87. The sub-grantee agrees to participate in quarterly coordination teleconference calls with the OAG Grants Unit on project updates and progress, as requested.

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