



State of Nevada
 Department of Human Services
Division of Child & Family Services
 (hereinafter referred to as the Department)

Agency Ref. #: 16575-23-150
 Budget Account: 4894
 Category: 20
 GL: 8516
 Job Number: 1657523

NOTICE OF SUBAWARD

Program Name: DCFS Grants Management Unit – Victims of Crime Act (VOCA) DCFSGrants@dcfs.nv.gov	Subrecipient's Name: Washoe County District Attorney's (WCDA) Office M. Lynn Hoffman mlhoffman@da.washoecounty.gov
Address: 4126 Technology Way, 3 rd Floor. Carson City, NV 89706-2009	Address: 1 South Sierra Street Reno NV 89501-1928
Subaward Period: July 1, 2025, through June 30, 2026	Subrecipient's: EIN: <u>88-6000138</u> Vendor #: <u>T40283400AG</u> UEI: <u>GPR1NY74XPQ5</u>

Purpose of Award: Provide Washoe County victims of crime and their families with access to victim advocacy and counseling services, and evaluate client experiences to continually improve service delivery.

Region(s) to be served: Statewide Specific County or counties: Churchill, Douglas, Lyon, Storey, and Washoe County

Approved Budget Categories	
1. Personnel	\$ 0.00
2. Travel/Training	\$ 0.00
3. Operating	\$ 0.00
4. Equipment	\$ 0.00
5. Contractual/Consultant	\$220,881.00
6. Other	\$ 0.00
Total Direct Costs	\$220,881.00
7. Indirect	\$ 0.00
TOTAL APPROVED BUDGET	\$220,881.00

FEDERAL AWARD COMPUTATION:	
Total Obligated by this Action:	\$ 220,881.00
Cumulative Prior Awards this Budget Period:	\$ 0.00
Total Federal Funds Awarded to Date:	\$ 220,881.00
Match Required <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Amount Required this Action:	\$ 55,220.00
Amount Required Prior Awards:	\$ 0.00
Total Match Amount Required:	\$ 55,220.00
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Federal Budget Period:	October 1, 2022, through September 30, 2026
Federal Project Period:	October 1, 2022, through September 30, 2026

FOR AGENCY USE, ONLY

Source of Funds U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	% Funds:	CFDA:	FAIN:	Federal Grant #:	Federal Grant Award Date by Federal Agency:
	100%	16.575	15POVC-23-GG-00456- ASSI	15POVC-23-GG- 00456-ASSI	08/23/23

Agency Approved Indirect Rate: 0.00%

Subrecipient Approved Indirect Rate: 0.00%

Terms and Conditions:

In accepting these grant funds, it is understood that:

- This award is subject to the availability of appropriate funds.
- Expenditures must comply with any statutory guidelines, the DCFS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
- Subrecipient must comply with all applicable Federal regulations.
- Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Funds must be submitted monthly by the 15th of each month following the month requesting, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section A: Grant Conditions and Assurances.
 Section B: Description of Services, Scope of Work and Deliverables.
 Section C: Budget and Financial Reporting Requirements.
 Section D: Request for Reimbursement.

Section E: Audit Information Request.
 Section F: Current/Former State Employee Disclaimer.
 Section G: DHS Confidentiality Addendum; and
 Section H: Matching Funds Agreement
 Appendix A: Victims of Crime Act (VOCA) Assurance
 Appendix B: Victims of Crime Act (VOCA) Special Conditions

Authorized Subrecipient Official's Name and Title	Signature	Date
Christopher Hicks, District Attorney		08/08/2025
Mikayla Tran Grants and Projects Analyst II, Division of Child and Family Services		08/18/25
For Marla McDade Williams Administrator, Division of Child & Family Services		08/18/25

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any recipient or employee because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q,) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for subrecipients that expend \$750,000 or more in Federal awards during the subrecipient's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Nevada Department of Human Services shall not use grant funds for any activity related to the following:
- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Nevada Department of Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the subrecipient agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

15. Data Ownership - The Business Associate acknowledges that Business Associated or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, store, destroys, or otherwise holds, transmits, uses discloses. The Division of Child and Family Services maintains ownership of all data collected by the Business Associate and can receive access to such data without limitation.

16. Reporting -The subrecipient is also required to submit any or other reporting as defined and requested by DCFS. The subrecipient agrees to participate in reporting all required data and information to the evaluation team as required

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION B

Description of Services, Scope of Work and Deliverables

Washoe County District Attorney's (WCDA) Office, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Washoe County District Attorney's (WCDA) Office

Goal 1: To deliver access to Victim Advocacy services for Washoe County victims of crime.					
Target Number	Target Number Duplicated?	Objectives	Activities	Due Date	Documentation Needed for Measurement
1. 400		1. Provide advocacy.	1.1 Assess the needs of the clients. 1.2 Assist clients in completing the VOC application. 1.3 Accompany clients to forensic interviews, forensic medical exams, and court proceedings. 1.4 Refer clients to additional service providers.	1. 06/30/26	1. Reports from NCA Track and Karpel programs which tracks services delivered. 2. Advocate tracking sheets. 3. Payroll documents for temps workers. 4. Report to the GMU Quarterly Report
Total Service Numbers to be Reported					400

Goal 2: To coordinate counseling services for Washoe County victims of crimes and their families.					
Target Number	Target Number Duplicated?	Objectives	Activities	Due Date	Documentation Needed for Measurement
1. 50		1. Coordinate therapeutic services	1.1 Coordinate a program of therapeutic care for victims of crime. 1.2 Refer clients to local therapists who offer high standards of care and short lead-times for appointments.	1. 06/30/26	1. Reports from NCA Track software which tracks services delivered. 2. Advocate tracking sheets. 3. Payroll documents for temp workers. 4. Report to the GMU Quarterly Report
Total Service Numbers to be Reported					50

Goal 3: Evaluate clients' experience to improve service delivery.					
Target Number	Target Number Duplicated?	Objectives	Activities	Due Date	Documentation Needed for Measurement
1. 50		1. Conduct service satisfaction surveys	1.1 Create survey 1.2 Administration of survey 1.3 Analyze and review survey data 1.4 Report information from surveys	1. 06/30/26	1. Survey 2. Summary of results 3. Notes on actionable items identified via the survey 4. Report to the GMU Quarterly Report
Total Service Numbers to be Reported					50

Compliance with this section is acknowledged by signing the subaward cover page of this packet

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Human Services through 15POVC-23-GG-00456-ASSI from the Office for Victims of Crime. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor the Office for Victims of Crime."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by 15POVC-23-GG-00456-ASSI from the Office for Victims of Crime.

Subrecipient agrees to adhere to the following budget:

Applicant Name: Washoe County District Attorney's Office

Form 1

BUDGET NARRATIVE - SFY26

Total Personnel Costs			Including Fringe	Total	\$0.00
				:	
	Total Fringe Cost	\$0.00		Total	\$0.00
		0		:	

Travel/Training				Total	\$0.00
				:	

Operating				Total	\$0.00
				:	

Equipment				Total	\$0.00
				:	

Contractual				Total	\$220,881.00
				:	0
<p>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 <u>required</u>. Due to declining funds, these costs must have exceptional justification and cost allocation must be provided to be considered.</p>					
Name of Contractor/Subrecipient: Marathon Staffing (temp agency)					\$220,881.00
					0
Method of Selection: County/State RFP for temp agencies (selected from the multiple options awarded)					
Period of Performance: July 1, 2025 - June 30, 2026					
Scope of Work: Engage up to three (3) Victim Advocates (up to 40 hours per week each) within the VWAC. They will be to provide direct services to victims of crime and non-offending family members which are essential to their recovery. This may include emotional support, guidance, referrals, assistance with Victims of Crime program applications, safety planning, and therapeutic services throughout the prosecution and post-conviction stages of a case, with a particular emphasis on the period from reporting or disclosure to the conclusion of the investigation. At the Child Advocacy Center: a VA assumes the role of the main point of contact for our clients at the Child Advocacy Center once they have transitioned from the initial interview/examination to the healing stage of treatment. They will consistently follow up with all families to address any barriers that may impede their access to treatment (therapy care coordination). Furthermore, this position will provide direct support, guidance, referrals, assistance with applying for the Victims of Crime program, therapy referrals, safety planning, and other essential services to ensure that the victim and non-offending family members receive the required support and have access to healing resources.					
Justification: N/A (not a sole source)					
Method of Accountability: timesheets, weekly billings, advocate reports					
Define - Progress reported to and monitored by Victim Witness Advocate Supervisor Amparo Iglesias-Chavez					

Other				Total	\$0.00
				:	

TOTAL DIRECT CHARGES					\$220,881.00
					0

Indirect	Total	\$0.00
	:	
TOTAL BUDGET	Total	\$220,881.00
	:	0

<u>FUNDING SOURCES</u>	VOCA	General Fund County	HIDTA Federal	TSRP Federal	VAWA Federal	Donations Private	Match	TOTAL
PENDING OR SECURED	Pending	Secured	Secured	Secured	Secured	Secured		
TYPE (Federal, State, Private, etc.)	Federal	County	Federal	Federal	Federal	Private		
ENTER TOTAL REQUEST	\$220,881.00	\$ 25,905,520	\$ 125,000	\$ 290,000	\$ 231,246	\$ 400,000	\$55,220.00	\$27,172,647.00

EXPENSE CATEGORY

Personnel	\$0.00	\$24,299,939.00	\$125,000.00	\$290,000.00	\$212,096.00	\$0.00	\$55,220.00	\$24,927,035.00
Travel/Training	\$0.00	\$73,520.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$173,520.00
Operating	\$0.00	\$786,971.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$786,971.00
Equipment	\$0.00	\$150,153.00	\$0.00	\$0.00	\$0.00	\$200,000.00	\$0.00	\$350,153.00
Contractual/Consultant	\$220,881.00	\$594,937.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$915,818.00
Other Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$19,150.00	\$0.00	\$0.00	\$19,150.00

TOTAL EXPENSES	\$220,881.00	\$25,905,520.00	\$125,000.00	\$290,000.00	\$231,246.00	\$400,000.00	\$55,220.00	\$27,172,647.00
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These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Total Indirect Cost	\$0.00
Indirect % of Budget	0.00%

Total Agency Budget	\$27,172,647.00
Percent of Agency Budget	1%

Applicant Name: Washoe County District Attorney's Office

Form 3

MATCH BUDGET NARRATIVE - SFY26

Funding for Match Received From (Explain Funding Source):

<u>Total Personnel Costs</u>	Including Fringe	Total			
		\$55,220.00			
List Staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.					
	Annual Salary	Fringe Rate	% of Time	Months	Amount Requested
Name of Employee: Price, Brenda					
Title of position & Position Control Number: Victim Witness Advocate #70005810					
Provides direct services to victims of crime and non-offending family members which are essential to their recovery. This may include emotional support, guidance, referrals, assistance with Victims of Crime program applications, safety planning, and therapeutic services throughout the prosecution and post-conviction stages of a case, with a particular emphasis on the period from reporting or disclosure to the conclusion of the investigation.	\$ 88,450.00	50%	100%	5	\$55,220.00

Total Fringe Cost	\$18,427.08	Total	\$55,220.00
		:	
<u>Travel/Training</u>		Total	\$0.00
		:	
<u>Operating</u>		Total	\$0.00
		:	
<u>Equipment</u>		Total	\$0.00
		:	
<u>Contractual</u>		Total	\$0.00
		:	
<u>Other</u>		Total	\$0.00
		:	
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.			
TOTAL BUDGET		Total	\$55,220.00
		:	

- Department of Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
- "The program Contract Monitor, or Program Manager shall, when federal funding requires a specific match, maintenance of effort (MOE), "in-kind", or earmarking (set-aside) of funds for a specific purpose, have the means necessary to identify that the match, MOE, "in-kind", or earmarking (set-aside) has been accomplished at the end of the grant year. If a specific vendor or subrecipient has been identified in the grant application to achieve part or all of the match, MOE, "in-kind", or earmarking (set-aside), then this shall also be identified in the scope of work as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match, MOE, "in-kind", or earmarking (set-aside) was achieved. These reports shall be held on file in the program for audit purposes, and shall be furnished as documentation for match, MOE, "in-kind", or earmarking (set-aside) reporting on the Financial Status Report (FSR) 90 days after the end of the grant period."

The Subrecipient agrees to:

- Request reimbursement according to the schedule specified below for actual expenses related to the Scope of Work during the subaward period.
 - Total reimbursement through this subaward will not exceed \$220,881.00
 - Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred.
 - Additional expenditure detail and/or supporting documentation will be provided to the Department upon request.
 - Expenditures must comply with any statutory guidelines, the DCFS Grant Instructions and Requirements, and the State Administrative Manual.
- Provide a complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD.
 - Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
 - Any work performed after the SUBAWARD PERIOD will not be reimbursed.

- If a Request for Reimbursement (RFR) is received after the 30-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 30-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees to:

- Identify specific items the program must provide or accomplish to ensure successful completion of this project.
- Provide technical assistance, upon request from the Subrecipient.
- Issue prior approval of reports or documents to be developed.

Both parties understand:

- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures with accompanying proof of payment.
- Payment will not be processed unless all reporting requirements are current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentations are submitted to and accepted by the Department.

Christopher Hicks, District Attorney

**Department of Human Services
Division of Child and Family Services - Grants Management Unit
Request for Funds Reimbursement and Financial Reporting**

Agency Ref # 16575-23-150
 Budget Account: 4894
 Category 20
 Job # 1657523
 Job # 0
 ALN 16,575

SECTION D

Program Name: VOCA Victim Assistance DCFS Grants Management Unit	Subrecipient Name: Washoe County District Attorney's (WCDA) Office
Address: 4126 Technology Way 3rd Floor Carson City, NV 89706-2009	Address: 1 South Sierra Street Reno NV 89501-1928
Subgrant Period: July 1, 2025 - June 30, 2026	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400AG

**REQUEST FOR REIMBURSEMENT and FINANCIAL REPORT
(must be accompanied by cost allocation and back-up documentation)**

	Month:	Calendar Year:	Original	Revised		
	A	B	C	D	E	F
	Approved Budget	Total Prior Requests	Current Request	Year to Date Total	Budget Balance	Percent Expended
1	Personnel	\$ 0.00				
2	Travel/Training	\$ 0.00				
3	Operating	\$ 0.00				
4	Equipment	\$ 0.00				
5	Contractual/Consultant	\$220,881.00				
6	Other	\$ 0.00				
7	Indirect	\$ 0.00				
	Total	\$220,881.00				

**Additional Financial Reporting
(must be accompanied by cost allocation and back-up documentation)**

	Budget Item	Required Amount	Total Prior Months	Current Amount	Year-to-Date Total	Budget Balance	Percent Provided
1	Match	\$55,220.00					

I, an authorized signatory for the agency, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs, or cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct. I acknowledge that all costs included in this RFF are allowable, allocable, necessary, and reasonable and any questioned costs remain my agencies fiscal responsibility.

Authorized Signature _____ Title _____ Date _____

OFFICE USE ONLY - DEPARTMENT OF HUMAN SERVICES - OFFICE USE ONLY

Program contact necessary? Yes No Contact Person: _____

Reason for contact: _____

Recommended for Payment By: _____ Date: _____

Fiscal Review/Approval By: _____ Date: _____

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? June 30th
4. What is the official name of your organization? Washoe County
5. How often is your organization audited? Annually
6. When was your last audit performed? August 2024
7. What time-period did your last audit cover? 07/01/2023-06/30/2024
8. Which accounting firm conducted your last audit? Eide Bailly

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION F

Notification of Utilization of Current or Former State Employee

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward. The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

- YES If "YES", list the names of any current or former employees of the State and the services that each person will perform.
- NO Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Human Services

Hereinafter referred to as "Department"

and

Washoe County District Attorney's (WCDA) Office

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. **DEFINITIONS**

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning as described to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. **TERM**

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI.

III. **LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW**

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. **PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT**

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. **USE OR DISCLOSURE OF INFORMATION**

Subrecipient may use information as stipulated in the primary agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. **OBLIGATIONS OF SUBRECIPIENT**

1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.
2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION H
Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Department of Human Services (referred to as "Department") and Washoe County District Attorney's (WCDA) Office (referred to as "Subrecipient").

Program Name	VOCA Victim Assistance	Subrecipient Name	Washoe County District Attorney's (WCDA) Office
Federal Grant Number	15POVC-23-GG-00456-ASSI	Subaward Number	16575-23-150
Federal Amount	\$220,881.00	Contact Name	M. Lynn Hoffman
Non-Federal (Match) Amount	\$55,220.00	Address	1 South Sierra Street Reno NV 89501-1928
Total Project	\$276,101.00		
Performance Period	July 01, 2025 to June 30, 2026		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Request for Reimbursement and will be verified during subrecipient monitoring. Non-Federal (Match) funding must be in compliance with CFR 200.306.

§ 200.306 Cost sharing or matching.

(b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all the following criteria:

- (1) Are verifiable from the non-Federal entity's records.
- (2) Are not included as contributions for any other Federal award.
- (3) Are necessary and reasonable for accomplishment of project or program objectives.
- (4) Are allowable under Subpart E - Cost Principles of this part.
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs.
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	\$276,101.00
Required Match Percentage	20.00%
Total Required Match	\$55,220.00

Approved Budget Category		Budgeted Match	
1	Personnel	\$	\$55,220.00
2	Travel/Training	\$	\$ 0.00
3	Operating	\$	\$ 0.00
4	Equipment	\$	\$ 0.00
5	Contractual/Consultant	\$	\$ 0.00
6	Other	\$	\$ 0.00
	Total	\$	\$55,220.00

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Appendix A

Victims of Crime Act (VOCA) Assurance

As the duly authorized representatives of the applicant organization, we certify that the subrecipient:

1. Agrees to utilize volunteers to supplement victim services.
2. Agrees to assist victims in seeking compensation assistance where appropriate.
3. Agrees to provide VOCA funded victim services at no fee to victims.
4. Agrees that VOCA funds will not be used to provide services to perpetrators.

As the duly authorized representatives of the organization, we certify that:

The Applicant/subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Assurance as of the effective date of the agreement to which this Addendum is made a part.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Appendix B

Victims of Crime Act (VOCA) Special Conditions

As the duly authorized representatives of the applicant organization, we certify that the subrecipient will comply with:

Condition 1: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 2: Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") 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."

Condition 3: 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.

The 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 is to contact the DOJ awarding agency (OJP or OVV, as appropriate) for guidance.

Condition 4: Applicability of Part 200 Uniform Requirements

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") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 5: Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 6: Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 7: Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 8: Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, 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 OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 9: Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Condition 10: Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 11: 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 assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm](https://www.ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, 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 34 U.S.C. 10271-10273), 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.

Condition 12: Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Condition 13: Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 14: Employment eligibility verification for hiring under the award

- 1) The recipient (and any subrecipient at any tier) must--
 - a) 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 subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
 - b) Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

- i) this award requirement for verification of employment eligibility, and
 - ii) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- c) Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- d) As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
- 2) Monitoring
- a) The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
- 3) Allowable costs
- a) To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and
- b) allocable costs (if any) of actions designed to ensure compliance with this condition.
- 4) Rules of construction
- a) Staff involved in the hiring process
- i) For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
- b) Employment eligibility confirmation with E-Verify
- i) For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- c) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- d) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- e) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVERifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 15: OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 16: Determination of suitability to interact with participating minors

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 subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient 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 OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17: Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVV, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 18: Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 19: Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement 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 learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal 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 under this award to make subawards ("subgrants"), procurement contracts, or both—
 - 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 ("subgrant"), procurement contract, or subcontract under a procurement contract) 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 federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 20: Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21: Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 22: Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the 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 OJP by email at OJP.ComplianceReporting@ojp.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.

Condition 23: Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 24: All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://oip.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 25: Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://oip.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 26: Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") 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 ("subgrantees"), 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 OJP web site at <https://oip.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 27: Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 28: Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 29: Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://oip.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This 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).

Condition 30: Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP 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 OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 31:

The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

Condition 32: FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made 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).

Condition 33: VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

Condition 34

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

Condition 35: Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

Condition 36

The recipient must receive and engage in any training and technical assistance activities recommended by the Office for Victims of Crime.

Condition 37: "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

Condition 38

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Condition 39

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

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 OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP 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, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Condition 40

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. (E.g., VOCA funds awarded in FY 2023, are available until the end of FY 2026). Extensions beyond the statutory period may be granted at the discretion of DOJ, and may be requested in accordance with OJP processes, but are not assured.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Special Conditions as of the effective date of the agreement to which this Addendum is made a part.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.