# **Nevada Office of the Attorney General**

# CY 2025 Services-Training-Officers-Prosecutors (STOP) Grant

## Sub-Grant Award

Sub-Grantee:	Washoe County District Attorney's Office	Total Award:	\$ 231,246.00			
Sub-Grant Number:	2025-VAWA-39	Total Match:	\$ 79,167.00			
Address:	1 S. Sierra St	Total Project Cost:	\$ 310,413.00			
	Reno, NV 89501	Project Period:	January 1, 2025 through December 31, 2025			
Contact Name:	Christopher Hicks	Indirect Rate:	N/A			
Phone Number:	775-328-3220	UEI:	GPR1NY74XPQ5			
Email Address:	chicks@da.washoecounty.gov	CCR/SAM Expiration:	10/4/2025			
Project Title:	Sexual Assault Prosecutor					
Approved	Budget for Project	ALN No.:	16.588			
Category		FEDERAL AWARD #	15JOVW-24-GG-00519-STOP			
Personnel	\$ 147,315.17	Federal Award Date:	9/13/2024			
		Total Federal Award:	\$1,877,858.00			
Fringe Benefits	\$ 64,780.83	Federal Awarding Agency:	U.S. Dept. of Justice, Office on Violence Against Women			
Travel	5 -	State Awarding Agency:	Nevada Office of the Attorney General			
		State Authorizing Official: Phone Number:	John Dekoekkoek on behalf of Attorney General Aaron D. Ford			
Equipment	\$ -	Email Address:	775-684-1110 jcdekoekkoek@ag.nv.gov			
Cumpling	\$ -	Address:	Nevada Office of the Attorney General			
Supplies	-		100 N. Carson Street			
Construction	\$ -	Federal Project Description:	Carson City, NV 89701			
Consultant/Contracts	\$ -					
Other	\$ -	develop and strengthen effective victim serv	STOP) Program supports communities in their efforts to rices, law enforcement and prosecution strategies to combat			
Indirect	\$ 19,150.00	encourages partnerships among law enforce	ence, sexual assault and stalking. This program further ement, prosecutors, the judiciary, victim advocates and			
Total Award	\$ 231,246.00	families with the protection and services the	h leaders, and others to help provide victims and their y need to pursue safe and healthy lives within their			
Match	\$ 79,167.00	communities and to hold their offenders acc	ourtable for the narm they have done.			
This award is subject to the fede	eral guidelines established by the Departm	nent of Justice, Office on Violence Against	t Women.			
☑ TERMS AND CONDITIONS: 1	This project is approved subject to such sp	pecial conditions or limitations as set fort	h on the attached page(s).			
		AGENCY APPROVAL				
		n D. Ford, Attorney General				
		Name and title of Appointing Official hn Dekoekkoek, Grants Manager				
	Бү. 30	mi bekoekkoek, Grans Manager				
х		1				
X Signature of Approving Official/Date						
	SUB	GRANTEE ACCEPTANCE				
M. Lynn Hoffman, L	aw Office Manager	Christopher Hicks, Distric	et Attorney			
	of Executive Director or Equivalent		d title of Board President or Equivalent			
X Signature of Executiv	/ 04/06/25	X Boord Preside	/ 04/06/25			
Chighrature of Executive Director or Equivalent and Date						

BUDGET NARRATIVE - CY25

Total Personnel & Fringe Costs				Total:	\$212,096.00	
List Staff, positions, percent of time to be spent on the project, rate of pay, and total cost to this grant.	al cost to this grant.					
Name of Employee (if known, otherwise state new position) and Position	nual Salary	Fringe Rate	% of Time	Months	Amount Requested	
Darcy Cameron	\$ 18	191,000.00	44%	8 %001	9.25 \$212,096.00	
"Insert brief details to describe position duties as it relates to the funding.	The second secon	AND AND VALUE OF THE PARTY OF T				
Prosecution of human trafficking and sexual assault cases require specialized knowledge, abilities, and	e, abilities, and relationship skills. This	Deputy District Attorney position	will carry a full caseload	and devote the necessa	relationship skills. This Deputy District Attorney position will carry a full caseload and devote the necessary time and attention required for	
these types or cases. The prosecutor needs to have strong relationships with law enlorcement, expents, and the victures. This new prosecutor will provide pre-arrest legal advice, screen cases, ingate and present cases to junes in human Trafficking and other sex-crime cases.	ement, expens, and me vicums. This m	ew prosecutor will provide pre-	rrest legal advice, screen	cases, illigate and prese	ent cases to junes in numan	
Total Fringe Cost		\$64,780.83	Total Per	Total Personnel (w/o Fringe):	\$147,315.17	
Travel/Training				Total:	00.0\$	\$0.00 *Revise as needed to include
Identify staff who will travel, the purpose, frequencey, and projected costs. Utilize GSA rates for per diem and lodging (go to www.gsa.gov) as a guide unless the organization's policies specify lower rates for these expenses. On the company of the condition of	3SA rates for per diem and lodging	(go to www.gsa.gov) as a guiv	e unless the organizati	on's policies specify lo		munipie trips.
manufacture of contract of the	# Age Maile	Miles				
Mileage	5	OR OF STREET	0.655		00.08	
Justification of need. Mileage is only reimburseable if it is for client transport, client assistance, or if it is		a justifiable expense to provide client services. It is not reimburseable from	reimburseable from			
employees home toffrom workstation.						
Out-of-State Travel					80.00	
Title of Trip & Destination such as CDC Conference: San Diego, CA	Cost	# of Trips	# of Days	# of Staff		
Registration fee					\$0.00	
Airfare: Cost per trip (origin & destination) $x \# of trips x \# of staff$					\$0.00	
Baggage fee: \$ arrount per person x # of trips x # of staff					\$0.00	
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff					\$0.00	
Lodging: \$ per day +\$ tax = total \$ $x \# of trips x \# of nights x \# of staff$					\$0.00	
Ground Transportation: \$ per r/trip x # of trips x # of staff					\$0.00	
Parking: \$ per day x # of trips x # of days x # of staff					\$0.00	
Justification: Who will be traveling, when and why, tie into program objective(s) or indicate required by funder. Travel/Training must be related to grant objectives and allowabilities.	funder. Travel/Training must be relate	ed to grant objectives and allow	bilities.			
					23	
If traveling to more than 1 out-of-state destination, copy section above, revise formula in Cell F33 and complete for each trip	Cell F33 and complete for each trip					
In-State Trave					\$0.00	
Origin & Destination	Cost	# of Trips	# of Days	# of Staff		
Registration fee					\$0.00	
Airfare: cost per trip (origin & designation) x # of trips x # of staff					\$0.00	

Per Diem. \$ per day per GSA rate for area x # of trips x	00.0\$
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of nights x # of staff	00:0\$
Ground Transportation/Motor Pool (\$ car/day + ## miles/day x \$ rate per mile) x # trips x # days	00.0\$
Parking: Sper day x # of trips x # of days x # of staff	00:0\$
<b>Justification:</b> Who will be traveling, when and why, tie into program objective(s) or indicate required by funder. Travel/Training must be related to grant objectives and allowabilities.	

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

	ms are not required. Listing of typical or anticipated agency expenses should
List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items are not required. Listing of typical or anticipated agency expenses should be included.	
Rent Office: \$ per month x 12 months x allocation %	00 0\$
Communications Internet/phone Office: \$ per month x 12 months x allocation %	00.0\$
Utilities Office: \$ per month x 12 months x allocation %	00.0\$
Supplies Office: \$ per month x 12 months x allocation %	00.08
lanitorial Office: \$ per month x 12 months x allocation %	00:0\$
Printing services/rental: \$ per month x 12 months x allocation %	80.00
nsurance	\$0.00
Audit	80.00
Client software (specify, eg. Apricot, Datafirm, etc.)	00:0\$

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

Equipment	Total: \$0.00
List Equipment purchase costing \$5,000 or more, and justify these expenditures. Also list any computers, cellular phones, iPods, iPads, Tablets, etc. to be purchased regardless of cost. All other equipment costing less than \$5,000 should be listed under Operating.	ardless of cost. All other equipment costing less than
Describe equipment	00:0\$
Describe equipment	20.00
Describe equipment	20.00
Describe equipment	20.00
Provide narrative to explain specifics of line items.	

Contracts/Consultants	Total:		ise this formula as
Agency must be able to provide documentation for full and open competition, develop clear descriptions of duties provided by Contractor, ensure maximum opsuspended and debared list (SAM.gov). Agencies must follow their procurement policies to enter into contracts. Copies of contracts are required.	oen and free competition, and verify that	t Contractor is not on the	clude each Contra
Name of Contractor/Subrecipient:	l	\$0.00	
Method of Selection: Explain, i.e. sole source or competitive bid			
Period of Performance: July 1, 2023 - July 31, 2024		1	
Scope of Work: Briefly Define Scope of Work			
Justification: Define if sole source method and explain how it is sole source; explain contract approval.			
Method of Accountability:			
Define - Describe how the progress and performance of the consultant will be monitored. Identify who is responsible for supervising the consultant's work.			
Add additional Contractor/Subrecipients here with justification or delete this row.			
Other	Total:	\$0.00	
dentify and justify these expenditures, which can include virtually any relevant expenditure associated with the project, such as emergency client services, clie component of a larger project or program may be included ehre, but require special justification.	ent transportation, etc. Stipends or scho		
	\$0.00		
Dustification: Include narrative to explain generalized line items such as emergency client services (motel nights, etc.), transportation (gas card, bus pass, etc.), supplies, et	tc.		
TOTAL DIRECT CHARGES		\$212,096.00	
indirect.	Total:	\$19,150.00	
indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function, or activity, but are nece	iculate 10%. Applicants may override thi		
of activities it performs. This will be a percentage that cannot exceed 10% of Modified Total Direct Cost. Note that the formula in Cell F124 will automatically cal a LOWER rate or providing a copy of their current Federally Approved Indirect Cost Rate Letter. If you have a federallyapproved indirect rate, please adjust the	formula in F145)		
	191,500.00		
a LOWER rate or providing a copy of their current Federally Approved Indirect Cost Rate Letter. If you have a federally approved indirect rate, please adjust the	Date 2000 //10		

### **BUDGET NARRATIVE - CY25**

otal Personnel & Fringe Costs				Total:	\$79,167.00
ist Staff, positions, percent of time to be spent on the project, rate of pay, and to	otal cost to this grant.				
ame of Employee (if known, otherwise state new position) and Position	Annual Salary	Fringe Rate	% of Time	Months	Amount Requested
ristina Rhoades	\$	190,000.00	0% 1	00%	5 \$79,167.00
5					
/e will use the salary of a related prosecutor position (a Deputy District Attorney) as our	r match. The position perform	s a similar functions including cases i	nvolving sexual assault, abu	se, and trafficking wit	hin the District Attorney's Office.
ame of Employee (if known, otherwise state new position).	Position	Annual Salary	% of Time	Months	Amount Requested
	and provided the same				\$0.00
nsert brief details to describe position duties as it relates to the funding					
and action to record and position, action and action and action and action actions.					
ame of Employee (if known, otherwise state new position).	Position	Annual Salary	% of Time	Months	Amount Requested
, , , , , , , , , , , , , , , , , , , ,		, and July	77.7.		\$0.00
nsert brief details to describe position duties as it relates to the funding					
Tool to too doctario to vocal no position, dulino de la rollato de la rollato.					
ame of Employee (if known, otherwise state new position).	Position	Annual Salary	% of Time	Months	Amount Requested
ane of Employee (it known, otherwise state new position).	- Cardon	Annual Galary	7, 0, 11110	- Tollars	\$0.00
nsert brief details to describe position duties as it relates to the funding					\$0.00
insoit the details to describe position dates as it relates to are narrang.					
Total Frin	ge Cost	\$0.00	Total Pers	onnel (w/o Fringe):	\$79,167.00
avel/Training				Total:	\$0.00
lentify staff who will travel, the purpose, frequencey, and projected costs. Utilize	GSA rates for per diem an	d lodging (go to www.gsa.gov) as	a guide unless the organiz	ation's policies spe	
penses. Out-of-state travel or non-standard fares require special justification.	es a monación para lunta a manda cultura de Populações a prima de accionidad.			The control of the co	•
	# of Mile	Mileage Rate			
lileage			0.655		\$0.00
ustification of need. Mileage is only reimburseable if it is for client transport, client assis	stance, or if it is a justifiable ex	opense to provide client services. It is	not reimburseable from		
nployees home to/from workstation.	TO 11 CAN SEEDER 39	•• 500-50• 00 50-50-50-50			
					1
		THE STREET, ST			
out-of-State Travel					\$0.00
itle of Trip & Destination such as CDC Conference; San Diego, CA	Cos	st # of Trips	# of Davs	# of Staff	
egistration fee	COS	# 01 THDS	# OI Davs	# OI Stall	
registration ree irfare: Cost per trip (origin & destination) x # of trips x # of staff					\$0.00
nare. Cost per trip (origin & destination) x # of trips x # of staff					\$0.00

Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00
Per Diem. \$ per day per GSA rate for area x # of trips x # of staff	\$0.00
Lodging: \$ per day +\$ tax = total \$ x # of trips x # of nights x # of staff	\$0.00
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$0.00
Parking: \$ per day x # of trips x # of days x # of staff	\$0.00

#### Justification:

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

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

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

#### Justification:

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

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

Supplies/Operating	Total:	\$0.00

List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items are not required. Listing of typical or anticipated agency expenses should be included.

Rent Office: \$ per month x 12 months x allocation %	\$0.00
Communications Internet/phone Office: \$ per month x 12 months x allocation %	\$0.00
Utilities Office: \$ per month x 12 months x allocation %	\$0.00
Supplies Office: \$ per month x 12 months x allocation %	\$0.00
Janitorial Office: \$ per month x 12 months x allocation %	\$0.00
Printing services/rental: \$ per month x 12 months x allocation %	\$0.00
Insurance	\$0.00
Audit	\$0.00
Client software (specify, eg: Apricot, Datafirm, etc.)	\$0.00

#### Justification:

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

Name of Contractor/Subrecipient:

Method of Selection: Explain, i.e. sole source or competitive bid Period of Performance: July 1, 2023 - July 31, 2024

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

Describe equipment
Describe equipment
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Describe equipment
So.00
Describe equipment
So.00
Describe equipment
So.00
Provide narrative to explain specifics of line items.

Contractual \*Revise this formula as needed to include each 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 Contractor listed the suspended and debared list (SAM.gov). Agencies must follow their procurement policies to enter into contracts. Copies of contracts are required. Name of Contractor/Subrecipient: \$0.00 Method of Selection: Explain, i.e. sole source or competitive bid Period of Performance: July 1, 2023 - July 31, 2024 Scope of Work: Briefly Define Scope of Work Justification: Define if sole source method and explain how it is sole source; explain contract approval. Method of Accountability: Define - Describe how the progress and performance of the consultant will be monitored. Identify who is responsible for supervising the consultant's work. Name of Contractor/Subrecipient: Method of Selection: Explain, i.e. sole source or competitive bid Period of Performance: July 1, 2023 - July 31, 2024 Scope of Work: Briefly Define Scope of Work Justification: Define if sole source method and explain how it is sole source; explain contract approval. Method of Accountability: Define - Describe how the progress and performance of the consultant will be monitored. Identify who is responsible for supervising the consultant's work.

Scope of Work: Briefly Define Scope of Work			
Justification: Define if sole source method and explain how it is sole source; explain contract approval.			
Method of Accountability.			
Define - Describe how the progress and performance of the consultant will be monitored. Identify who is responsible for supervising the consultant's work.			
*Add additional Contractor/Subreciplents here with justification or delete this row.			
Add additional Contractor/Subjectiplents here with justification of defete this fow.			
Other		Total:	\$0.00
Other  Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project, such as emergency clie component of a larger project or program may be included ehre, but require special justification.			
Counseling/support group supplies	\$0.00		
Brochures/flyers/educational information for program	\$0.00		
Public Presentations	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
Justification: Include narrative to explain generalized line items such as emergency client services (motel nights, etc.), transportation (gas card, bus pass, e	etc.), supplies, etc.		
TOTAL DIRECT CHARGES			\$79,167.00
<u>Indirect</u>		Total:	\$0.00
Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function, or activical conduct of activities it performs. This will be a percentage that cannot exceed 10% of Modified Total Direct Cost. Note that the formula in Cell F1 if requesting a LOWER rate or providing a copy of their current Federally Approved Indirect Cost Rate Letter. If you have a federally approved in the indirect Expenses (List what items Indirect will be allocated to)	24 will automatically calculate	10%. Applicants may over	
TOTAL BUDGET		Total:	\$79,167.00
	ola ilea piano de propieto en la Gartina		

Budget Summary Budget Summary						
Category	Total Federal Costs Detailed Non-Federal Costs			Total Project Costs		
1. Personnel	\$	147,315.17	\$	79,167.00	\$	226,482.17
2. Fringe	\$	64,780.83	\$		\$	64,780.83
3. Travel	\$	-	\$		\$	-
4. Supplies/Operating	\$		\$		\$	-
5. Equipment	\$	•	\$	•	\$	-
6. Consultants/Contracts	\$	-	\$	•	\$	-
7. Other	\$	-	\$	-	\$	-
8. Indirect	\$	19,150.00	\$		\$	19,150.00
Total Direct	\$	212,096.00	\$	79,167.00	\$	291,263.00
Total Indirect	\$	19,150.00	\$	-	\$	19,150.00
Sum Total	\$	231,246.00	\$	79,167.00	\$	310,413.00

### D. SCOPE OF WORK (SOW) TABLE

Washoe County District Attorney's 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 Office

Goal 1: The WCDA will implement guiding best practices in sexual assault prosecution by maintaining a specially trained Sexual Assault Prosecutor for adult sexual assault cases in WC. (Areas 3, 7, 16)

Target Number	Objectives	Activities	Responsible Party	Documentation Needed for Measurement
1. All adult victims of sexual assault in	1. By December 31, 2025, the WCDA will	1.1 Retention of individual with	1. Asst DA- Criminal	Detailed roles and responsibilities/contract
Washoe County	maintain Sexual Assault	expertise	Division	for SA Prosecutor
prosecuted during grant period.	Prosecutor position and contract with a special prosecutor.	1.2 Best practices implemented	2. WCDA Law Office Manager	2. Confirm SA Prosecutor follows RSVP Model

Goal 2: The SA Prosecutor will Chair and guide the N. Nevada SART. (Areas 3, 7, 15, 16)

Target Number	Objectives	Activities	Responsible Party	Documentation Needed for Measurement
1. All adult victims	1. During the grant	1.1 Quarterly	1. Sexual	1. Meeting minutes
of sexual assault in	period (CY2025),	SART Meetings	Assault	from quarterly
Washoe County	WCDA will	1.2 Identify WC	Prosecutor	meetings
prosecuted during grant period.	the N. NV SART Team.	trends & future	2. Law Office Manager	

Goal 3: The SA Prosecutor will provide/coordinate in-service training to staff. (Areas 1, 2, 7, 16, 20)

Target Number	<u>Objectives</u>	Activities	Responsible Party	Documentation Needed for Measurement
1. Approx 50 prosecutors, investigators, advocates.	1. By December 31, 2025, the WCDA will provide one in-service training based on best practices in sexual assault prosecution.	1.1 Two in-service trainings conducted with staff	1. Sexual Assault Prosecutor 2. Law Office Mgr	Documentation from trainings     Attendee list

Goal 4: The WCDA will collaborate with the team to assess current/improved data collection methods among MDT agencies to improve methods/quality of SA statistics in N. Nevada. (Areas 2, 3, 7, 16)

Target Number	Objectives	Activities	Responsible Party	Documentation Needed for Measurement
1. All adult victims	1. By December 31,	1.1 Evaluate	1. Sexual	Project spreadsheets
of sexual assault in WC whose case in	2025, the WCDA will complete all evaluation	satisfaction surveys.  1.2 Review data	Assault Prosecutor	Northern Nevada     SART meeting notes
prosecuted during grant period.	activities and reporting required by grant funding.	quarterly, report annually.	2. Law Office Manage	Documentation related to in-service trainings.

### NEVADA OFFICE OF THE ATTORNEY GENERAL VIOLENCE AGAINST WOMEN ACT CALENDAR YEAR 2025 STOP/SASP GRANT TERMS AND CONDITIONS

### TERMS & ACRONYMS:

Adult - Age eighteen (18) years and over

Cash Match - Real cash contributed to the project

CBO - Community Based Organization

CCR - Central Contractor Registration

CFR - Code of Federal Regulations

DOJ - Department of Justice

**DUNS** - Data Universal Numbering System

EEOP - Equal Employment Opportunity Plan

EFT - Electronic Funds Transfer

FFATA - Federal Funding Accountability &

Transparency Act

FSRS - FFATA Sub-award Reporting System

GPRA - Government Performance & Results Act

**In-kind Match** – Added value contributed to a project from personnel, supplies, and operational expenses

Minor – Newborn through <11 years

NPO/NGO - Non-profit Organization/Non-

governmental Organization

NRS - Nevada Revised Statutes

NVOAG -Nevada Office of the Attorney General

OCFO - Office of the Chief Financial Officer

OCR - Office for Civil Rights

OIG - Office of the Inspector General

OMB - Office of Management & Budget

OVW - Office on Violence Against Women

PCN - Project Change Notice

**PDF** – Portable Document Format (Adobe)

PL - Public Law

SAM - System for Award Management

SASP - Sexual Assault Service Providers

STOP - Service • Training • Officers • Prosecution

T Visa - Human Trafficking Visa

UEI - Unique Entity Identifier or Entity ID

USC - United States Code

U Visa - Nonimmigrant Status Visa for certain crime

victims

VAWA - Violence Against Women Act

Youth - Age eleven (11) through seventeen (17) years

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

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

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

### GENERAL COMPLIANCE CONDITIONS:

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

Executive Director Initials

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### Washoe County District Attorney's Office 2025-VAWA-39

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

- 4. All sub-grant awards are contingent upon the sub-recipient obtaining a current Vendor Registration Identification Number with the Nevada Office of the Controller and/or confirming the correct Vendor Number/payment address if their agency has multiple listings. This must be verified by the Fiscal Officer and returned with signed and initialed award documents. Verifications and corrections must be done by sub-recipient on the Nevada Controller's website: https://controller.nv.gov/
- 5. The sub-recipient agrees to begin implementation of their funded project activities no later than January 1, 2025. One-twelfth (1/12) of the award's value may be reverted to NVOAG for every month delay beyond this date. If sub-recipient is unable to begin timely, a written justification for a later start date must be submitted to and approved by the NVOAG grant manager. Failure to comply may result in complete forfeiture of sub-grant award funding.
- 6. The sub-recipient must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award. (Sub-recipients to refer to "Notice of Funding Opportunity State of Nevada CY 2025 STOP/SASP Violence Against Women Act Grant Programs.").
- 7. Grant funds may be used only for the purposes included within the sub-recipient approved award. The sub-recipient must not undertake any work or activities that are not described in the grant application, and must not include billing for staff, equipment, or other goods or services without prior written approval through a PCN. PCNs requiring budget modifications will only be accepted through September 30, 2025.
- 8. The sub-recipient agrees that, before using administrative funds to attend training and technical assistance events, including travel costs and/or registration costs, the recipient will seek approval from NVOAG by submitting a Project Change Notice (PCN), along with an agenda and other relevant supporting documentation, to ensure that the training is relevant to the STOP and/or SASP Grant.
- 9. The sub-recipient agrees that if they receive any funding that is duplicative of funding received under this grant, they will notify their NVOAG grant manager as soon as possible so that a Project Change Notice (PCN) can be issued changing the budget and project activities to eliminate the duplication. Further, the sub-recipient agrees and understands that any duplicative funding will be de-obligated from its award and returned to NVOAG.
- 10. The sub-recipient must submit project related sub-contracts and/or sub-awards to NVOAG for verification of grant compliance prior to implementation of contracted project activities.
- 11. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25/hr. A detailed justification must be submitted to and approved by the NVOAG prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, sub-recipients are required to maintain documentation to support all daily or hourly rates.
- 12. The sub-recipient agrees that all positions funded through the STOP/SASP grant must be doing the actual work identified in the approved application. The sub-recipient also agrees that Personnel and Fringe expenses charged to STOP/SASP is reflective of the actual time worked on the funded project.

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- 13. VAWA requires that personnel providing any services with VAWA funding be qualified in their field and possess current and relevant experience and/or training in domestic, sexual and dating violence, and stalking.
- 14. All sub-recipient personnel involved in activities funded by this award must participate in and report on at least one (1) applicable training activity during the grant period. The training activity can be in person, web-based, via teleconference or videoconference. NVOAG must approve training events to ensure grant compliance.
- 15. The sub-recipient agrees that if they have travel costs included in their budget, travel expenses will be in accordance with the General Services Administration (GSA) rates.
- 16. The sub-recipient agrees that it has or will develop a disaster response plan and evacuation plan.
- 17. The sub-recipient agrees to provide NVOAG with an electronic or hard copy of their most recent agency single audit and annual reports by June 30, 2025, if the sub-recipient receives \$1,000,000 or more in federal assistance in a fiscal year to the <u>AGgrants@ag.nv.gov</u> email address.
- 18. Any law enforcement, prosecution, or court sub-recipient agrees to provide a copy of their current Memorandum of Understanding (MOU) with a local community services agency that serves victims of domestic violence and sexual assault by June 30, 2025.
- 19. The sub-recipient agrees to comply with the financial and administrative requirements set forth in 2 CFR Part 200 and the current edition of the Department of Justice (DOJ) Grants Financial Guide.

Compliance with financial and administrative requirements in 2 CFR Part 200: <a href="https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf">https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf</a>

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

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

- 24. The sub-recipient must have policies and procedures in place to adequately respond to and resolve complaints from those they serve and those they employ, including "whistle-blower" complaints. More information may be found at <a href="https://www.ojp.gov/program/civil-rights/overview">https://www.ojp.gov/program/civil-rights/overview</a>
- 25. The sub-recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at: <a href="http://www.ovw.usdoi.gov/grantees.html">http://www.ovw.usdoi.gov/grantees.html</a>
- 26. The sub-recipient understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for Federal, State, Tribal or Local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- 27. The sub-recipient agrees that awarded funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.
- 28. Pursuant to 2 CFR §200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, in whole or in part (including in the derivative works), any work developed by a sub-recipient of this award, for Federal purposes, and to authorize others to do so.

In addition, the NVOAG (recipient or sub-recipient, contractor, or subcontractor) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the NVOAG (recipient or sub-recipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

- 29. The sub-recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for NVOAG and sub-recipients, available at <a href="https://www.justice.gov/ovw/grantees#Resources">https://www.justice.gov/ovw/grantees#Resources</a>
- 30. The sub-recipient agrees to submit one copy of all required reports and any other written materials or products that are funded under the project to the NVOAG not less than twenty (20) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the sub-recipient will not be allowed to use project funds to support the further development or distribution of the materials.
- The sub-recipient agrees it has or will develop and utilize a mechanism to encourage client feedback and gauge client satisfaction.
- 32. Should the sub-recipient experience an incident that may jeopardize the safety of clients, staff, and/or volunteers, or cause closure of the office/agency, sub-recipient agrees to report such incidents within 24 hours to the OAG Grants Unit.

- 33. If an agency loses accreditation, the sub-recipient must notify the OAG within 15 days. Failing to do so may result in the forfeiture of funding.
- 34. The sub-recipient agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the VAWA of 1994, PL 103-322, the VAWA of 2000, PL 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC 3711 et seq., the Violence Against Women and DOJ Reauthorization Act of 2013, PL 113-4, and OVW's implementing regulations at 28 CFR Part 90.
- 35. The sub-recipient understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on sub-recipient funds for noncompliance with any of the requirements of 42 U.S.C. 3796gg-4 (regarding rape exam payments), 42 U.S.C. 3796gg-5 (regarding certain fees and costs), and 42 U.S.C. 3796gg-4(3) (regarding judicial notification), 42 U.S.C. 3796gg-5 (regarding certain fees and costs), and 42 U.S.C. 396gg-8 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the sub-grant or other remedial measures, in accordance with applicable laws and regulations.
- 36. The sub-recipient agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The sub-recipient also agrees to ensure that any sub-recipients or contractors meet these requirements.
  - The sub-recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. §12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees The recipient also agrees to ensure that all sub-recipients, or contractors at any tier meet these requirements.
- 37. The sub-recipient must have a written confidentiality policy in place that includes the following condition: prohibition against the disclosure of a primary or secondary victim's name, address, telephone number, e-mail address or any other potentially identifying information without the prior voluntary and term-limited written consent of the victim. By accepting these conditions, sub-recipient certifies that the confidentiality policy they have adopted conforms to the privacy rights and obligations created by the VAWA and its reauthorizations, any other applicable federal or state laws, court rules, and rules of professional conduct applicable to the work performed by the organization.
- 38. The sub-recipient must have policies and facilities in place to secure all confidential paper and electronic documentation referring directly to individual prime and secondary victims and/or any other potentially identifying information relating to individual victims. This condition also addresses information/documentation access, retention and destruction of information.
- 39. The only exception to prohibitions against requiring victim cooperation with the criminal justice system is in regard to victims applying for T or U Visas as per the legal requirements.
- 40. The sub-recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the funding agency (OVW or NVOAG) determines that the sub-recipient is a high-risk subrecipient.

Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ. If the sub-recipient is designated high risk by a federal grant-making agency outside of DOJ, currently, or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoi.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.

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- 41. The sub-recipient understands and agrees that grant funds may be frozen, and the award may be terminated if the subrecipient does not respond in a timely fashion to requests for information, to address compliance with any of the Terms and Conditions, and/or with NVOAG/OCFO/OIG audit/monitoring and findings.
- 42. The sub-recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
- 43. The NVOAG, upon finding that there has been substantial failure by the sub-recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the NVOAG is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
- 44. The sub-recipient agrees that non-compliance with any conditions contained within the application for funding instructions, these award documents and any future notifications regarding enacted federal or state legislation and/or grant policies may result in the forfeiture of award funding and sanctions or actions as deemed appropriate by the NVOAG, OVW or DOJ. This could include program and fiscal reviews and audits, and civil and/or criminal investigation potentially resulting in sub-recipient being placed in probationary status, repayment of grant funds, suspension of future NVOAG funding opportunities, debarment from all federal funding, and possible legal actions. Sanctions would continue until non-compliance findings have been successfully addressed.
- 45. The sub-recipient agrees that any changes in federal or state law and/or policies regarding grant compliance become part of the award and these Terms and Conditions upon receipt of written notification by postal or electronic mail delivery.
- 46. The sub-recipient must retain all documents, including electronic records, related to this award for a minimum of three (3) years following the closure of the NVOAG's federal award.

### REPORTING CONDITIONS:

47. This is a cost reimbursable award. This means payments must be made before requesting reimbursement from the OAG. The sub-recipient agrees to submit Monthly Request for Reimbursement Reports (RFR) to NVOAG with all necessary back-up documentation to justify expenditures. RFR must be submitted no later than the 15th of the month following the claim period (i.e. July 2025 RFR is due by August 15, 2025). There is an exception with the submission date for the June 2025 RFR, which must be submitted by July 7, 2025, to allow for closure of the State's budget. Please include all expenditures incurred up to June 30, 2025, on this claim. Note: expenditures for expenses incurred by June 30th not included on the June claim received by July 7, 2025, will be processed as a stale claim based on the close of the state fiscal year. A RFR must be submitted monthly even if no reimbursement funds are requested. The signed first page of the RFR, Back-Up Documentation Summary page, Excel workbook, and supporting documentation may be scanned and submitted electronically to the AGgrants@ag.nv.gov email address.

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

Back-up documentation for Personnel and Fringe expenses at a minimum must include a timesheet that shows the following:

- Name of the employee and pay period,
- Cost allocation time across funding sources, \*
- Employee and supervisor signatures,
- The paystub showing the corresponding pay period, pay date, and amount paid.
- \*If an employee is fully funded through this award, a payroll certification form attesting that 100% of the employee's time was solely spent on this award's scope of work with the identified pay period that is signed by the employee and their supervisor, can be accepted in lieu of an activity-based/cost-allocated time sheet. Proof of payment will also be required.

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- The sub-recipient agrees that most, if not all, project expenditure reimbursements from NVOAG will be via EFT per NRS 227.185.
- 49. The sub-recipient understands all financial reimbursements are contingent upon full compliance with sub-recipient award conditions. Unfulfilled compliance requirements lasting longer than sixty (60) calendar days may result in forfeiture of this award and denial of future funding.
- 50. NVOAG reserves the right to refuse RFR claims submitted past the date due. NVOAG also reserves the right to alter RFR due dates at the end of the grant period or in response to unforeseen circumstances upon electronic notification to sub-recipient.
- 51. The sub-recipient agrees that all income generated as a direct result of this award shall be reported as program income and must be accounted for and used in its entirety for the purposes of this VAWA funded project. This includes, but is not limited to client fees, registration fees and sales of products or services developed under this award. If income is derived from multiple funding sources, then it must be applied proportionately to the VAWA funded program.
- 52. The sub-recipient agrees that program income is restricted to the same uses as awarded VAWA funds and must be expended within the sub-grant period. Program income documentation must meet the same criteria as grant reimbursable expenditures. Program income derived from activities funded under this award may be used as cash match for this funded project and may not be applied as matching funds for other federal, state or private funding.
  - Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, sub-recipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the sub-recipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the sub-recipient.
- 53. The sub-recipient agrees to provide and cooperate with any assessments, information, or documentation requests from NVOAG necessary to evaluate project progress, compliance, and to process reimbursements.
- 54. Under the GPRA and VAWA 2000 and subsequent legislation, the sub-recipient is required to collect and maintain data that measures the effectiveness of their grant-funded activities. Accordingly, the sub-recipient agrees to submit an annual electronic progress report on program activities and program effectiveness measures. Sub-recipients are required to collect information that includes, but is not limited to:
  - Number of victims receiving required services.
  - Number of persons seeking services who could not be served.
  - Number and percentage of arrests relative to the number of police responses to domestic violence incidents.
  - Number of sexual assault nurse examiners trained.
  - Number of victim advocates supported by grant funding.
  - Demographic data of the population that was served by grant funding.
- 55. The sub-recipient agrees to provide mandated program reporting data in the aggregate so as not to identify specific victims.
- 56. The sub-recipient agrees to provide NVOAG with specific information regarding awards made under this program. The sub-recipient agrees to submit a report that includes (a) an assessment of whether stated goals and objectives were achieved; (b) information on the effectiveness of the activities carried out with the amounts made available to carry out the program, including number of persons served and the numbers of persons seeking services who could not be served; and (c) such other information as NVOAG may prescribe.

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- 57. The sub-recipient agrees to submit the Annual Progress Report electronically to the <u>AGgrants@ag.nv.gov</u> email address in PDF format only, no later than January 31, 2026. Sub-recipients receiving funding from both STOP and SASP must track data accordingly and submit an Annual Progress Report for each funding source.
- 58. The sub-recipient understands training compliance for sub-recipient personnel involved with this award must be documented by event title, date, and sub-recipient/sub-grant attendees on the Narrative Report or within the Closeout Report narratives. The sub-recipient also agrees to provide NVOAG details on the progress made on stated goals. This report is due no later than the end of the month following the end of the sub-grant award. For example, the Closeout Report for an award ending on December 31, 2025, is due by January 31, 2026.
- 59. The sub-recipient agrees to complete the Office for Civil Rights (OCR) training no later than April 30, 2025, and provide certification of training completion to NVOAG. The link for this training is <a href="http://oip.gov/about/ocr/assistance.htm">http://oip.gov/about/ocr/assistance.htm</a>
- 60. Sub-recipient will provide participants and beneficiaries clear, written information on how they may be able to file complaints alleging discrimination to the OAG Grants Unit and OCR:

Office of the Attorney General Grants Unit 100 North Carson Street Carson City, Nevada 89701-4717 E-mail: aggrants@ag.nv.gov Phone: (775) 684-1110 U.S. Department of Justice Civil Rights Division 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530

Hotline (English & Spanish): (888) 848-5306

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

Office of the Attorney General Grants Unit & Investigations Division 100 North Carson Street

Carson City, Nevada 89701-4717 E-mail: aggrants@ag.nv.gov Phone: (775) 684-1110 Office of the Inspector General U.S. Department of Justice Investigations Division 1425 New York Avenue Washington, DC 20530 E-mail: oig.hotline@usdoj.gov

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.

62. 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.

In accepting this award, the recipient –

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

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

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

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

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

The sub-recipient, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs".

The recipient and any sub-recipient must comply with Executive Order 13166, which provides guidance relating to Title VI of the Civil Rights Act of 1964 – National Origin Discrimination Against Persons with Limited English Proficiency. Recipient and any sub-recipient shall develop and maintain a policy directed to providing services to

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Limited English Proficiency (LEP) persons. More information may be found at <a href="https://www.ojp.gov/program/civil-rights/limited-english-proficient-lep">https://www.ojp.gov/program/civil-rights/limited-english-proficient-lep</a>

68. Restrictions on "lobbying" and policy development.

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

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

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

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

The recipient, and any sub-recipient 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 <a href="https://www.justice.gov/ovw/grantees">https://www.justice.gov/ovw/grantees</a>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a sub-recipient would or might fall within the scope of an appropriations-law restriction, the recipient/sub-recipient is to contact the NVOAG who will then contact OVW for guidance and may not proceed without the express prior written approval of OVW.

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

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

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

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

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

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient/sub-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:

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

- 78. The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the sub-recipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Employment eligibility verification for hiring under award) and are incorporated by reference here.
- 79. The recipient (and any sub-recipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a sub-recipient/sub/grantee)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to NVOAG no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. NVOAG will then notify an OVW Program Manager.
- 80. No sub-recipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Unreasonable restrictions on competition under the award; association with federal government) and are incorporated by reference here.
- 81. The recipient, and any sub-recipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.
- The sub-recipient agrees to have and keep all applicable insurance including liability coverages current.

### STOP SPECIFIC CONDITIONS:

- 83. The sub-recipient agrees to follow the applicable set of general terms and conditions which are available at <a href="http://www.justice.gov/ovw/grantees">http://www.justice.gov/ovw/grantees</a>. These do not supersede any specific conditions in this award document.
- 84. The sub-recipient agrees that STOP funding may only be used to serve primary youth and adult victims of domestic, sexual and dating violence, and stalking. Minors may only be served as secondary victims with an inextricable link to an eligible prime victim.
- 85. The sub-recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the sub-recipient. 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 organizational policies do not require mediation or counseling involving

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- offenders and victims physically together, in cases where domestic violence, dating violence, sexual assault, stalking, or child sexual abuse is an issue.
- 86. The sub-recipient agrees that STOP grant funds will not be used to support the purchase of law enforcement equipment items, such as uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.
- 87. The sub-recipient agrees that STOP grant funds may not be used to fund divorce or child custody expenses unless they are inextricably linked to victim safety or obtaining/continuing a legal Order of Protection. NVOAG grant administrator must approve such uses in advance.
- 88. The sub-recipient acknowledges that the federal share of a STOP grant made under the state formula program may not exceed 75% of the total costs of the total projects described in the application, including administrative costs. The costs of projects awarded to victim service providers for the purpose of providing victims services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match. The sub-recipient further acknowledges that NPO/NGO/CBO victim services programs receiving STOP sub-grants under the victim services allocation cannot be required by the State to provide matching dollars. NVOAG waives the match requirement for federally recognized Native American Tribes under any funding category. However, victim service providers funded under the Discretionary category will be required to provide match.
- 89. The sub-recipient understands that STOP match may consist of a cash match or in-kind match. In-kind match must have a direct bearing on the funded project. Matching funds are restricted to the same uses as VAWA funds and must be expended within the sub-grant period. Match documentation must meet the same criteria as grant reimbursable expenditures. Expenditures applied as match for other federal, state or private funding, may not be used for VAWA match.
- 90. The sub-recipient understands match requirements cannot be funded from other direct or passed through federal funding sources. Specific Cash or In-kind match amounts cannot be applied to more than one program.
- 91. Funds are to be used to serve victims of domestic violence, sexual violence, dating violence and/or stalking.
- 92. The sub grantee understands STOP funding does limit response and services to "primary victims," aged 11 years and above, of intimate partner violence, sexual and dating violence, and stalking offenses. Children 10 years and under may only be treated as "secondary victims" with an inextricable link to a primary recipient of services.
- 93. Publications disclaimer for STOP Formula sub-recipients.

  The sub-recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No.15JOVW-24-GG-00519-STOP awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the US Department of Justice."
- 94. The sub-recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the sub-recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans' Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii) (I) is partnered with an entity or person that has demonstrated expertise described in clause (i) and (II) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence,

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dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the sub-recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

### SASP SPECIFIC CONDITIONS:

- 95. The sub-recipient acknowledges that funds may only be used for the provision of direct intervention and related assistance to victims of sexual violence, including 24-hour crisis line services, medical and criminal justice/civil legal accompaniment, advocacy, and short-term individual and group support counseling. Funds cannot be used towards prevention education efforts, projects focused on training allied professionals and/or communities, or the establishment or maintenance of Sexual Assault Response Teams.
- 96. The sub-recipient understands SASP funding may be used to provide direct services to both primary and secondary victims of sexual assault/abuse. SASP may be used for victims of all ages; there are no age restrictions on serving minors, youth or adults.
- 97. Publications disclaimer for SASP Formula sub-recipients

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No.15JOVW-24-GG-00561-SASP awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's SAS Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the US Department of Justice