

For Marla McDade Williams

Administrator, Division of Child & Family Services

State of Nevada

Department of Health and Human Services

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

Agency Ref. #:	16575-23-046
Budget Account:	4894_
Category:	20
GL:	

Job Number: <u>1657522</u>

10/15/24

NOTICE OF SUBAWARD

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Program Name: VOCA Victim Assistance DCFS Grants Management Un DCFSGrants@dcfs.nv.gov	it		-			unty District A	ttorney's Office powshi@da.washoecou	inty.gov	
Address: 4126 Technology Way, 3 rd Floo Carson City, NV 89706-2009	or				Address: 1 South Sie Reno, NV 8				
Subaward Period: July 1, 2024, through June 30,	2025				Subreciple	nt's: EIN: Vendor#: UEI:	88-6000138 T40283400AG GPR1NY74XPQ5		
Purpose of Award: To deliver	access to Vict	im Advoca	acy services fo	or vici	tims of crim	θ,			
Region(s) to be served:	tatewide 🛭 Sp	ecific Coun	ty or counties:	Wash	oe and Rura	l Northern Cou	nties		
		_							
Approved Budget Cat	egories:					NRD COMPUTA by this Action:	ATION:	S	220,387.00
1. Personnel			\$96,100.00	Cun	nutative Prior	r Awards this B	udget Period:	\$	
2. Travel/Training				Tota	al Federal Fu	inds Awarded t	o Date:	\$	220,387.0
3 Operating	-			Mat	ch Required	MY ON			
4. Equipment						d this Action: d Prior Awards		\$ \$	55,097.0
5. Contractual/Cons	ultant	\$	114,677.00			ount Required:		\$	55,097.0
6. Other							&D)□Y ⊠ N		
TOTAL DIRECT COS	TS	\$	210,777.00		leral Budgel ober 1, 2021		ember 30, 2025		
7. Indirect Costs			\$9,610.00		leral Project		ember 30, 2025¢		
TOTAL APPROVED	BUDGET	\$	220,387.00		ODEF 1, 2021	, unough sept	311001 30, 20236		
				FOR	R AGENCY I	JSE, ONLY			
Source of Funds	% Funds:	CFDA:	F	AIN:		Fed	eral Grant#:	Federal Gran	
U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	100%	16.575	15POVC-22-	GG-0	07 86-ASS I	15POVC-2	22-GG-00786-ASSI		al Agency: 25/22
Agency Approved Indirect Ra	ite: 0.00%				Subrecipier	t Approved In	direct Rate: 4.56%		
 Expenditures must be Subrecipient must co Quarterly progress re grant administrator. 	to the availability comply with any sea consistent with comply with all approprise are due by corts and Reques	ly of approp statutory gui the narrati plicable Fec y the 15 th of sts for Fund	idelines, the DI ve, goals and o deral regulation feach month fo ls must be sub-	objecti is. ollowin mitted	ives, and bud ing the end of monthly by t	iget as approve the quarter, un	irements, and the State and documented. less specific exceptions month following the mi	s are provided in	n writing by t
Incorporated Documents:					Section		ormation Request;	0. 1.	
Section A: Grant Conditions Section B: Description of Se			Deliverables:		Section Section		Former State Employee onfidentiality Addendur	•	
Section C: Budget and Fina	ncial Reporting				Section	H: Matching	Funds Agreement		
Section D: Request for Rein	nbursement;						f Crime Act (VOCA) As f Crime Act (VOCA) Sp		
Authorized Subrecipient Official	's Name and Tit	lle	9,0		7 ./	Signat	ure		Date
Christopher Hicks, Di			1	()(_	1]			09/20/2
_				1	- 1/2			-	30,20,2

EMCLANDWALL for Tiffary Greenameyer

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 Health and 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 Neither party waives any right or defense to indemnification that my exist in law or equity.
- 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.

- 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).
- Compliance with state insurance requirements for general, professional, and automobile fiability; 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.
- 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).
- 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 part 35.
- 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.
- 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 Health and Human Services <u>shall not use</u> 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 Health and 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
 - 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, subgrants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

SECTION B

Scope of Work (SOW) Table SFY25

Washoe County District Attorney's Office (WCDA), 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: To deliver access to Victim Advocacy services for victims of crime in Washoe County.

<u>Target</u> <u>Number</u>	<u>Oblectives</u>	Activities	<u>Due Date</u>	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 interview, forensic medical exams, and court proceedings. 1.4 Refer clients to additional service providers.	1. 7/31/25	1. Reports from NCA Track and Karpel programs which tracks services delivered. 2. VA tracking sheets. 3. Payroll documents for employees and temps.

Goal 3: To coordinate access to counseling services for victims of crimes and their families in Washoe County.

Target Number	<u>Objectives</u>	<u>Activities</u>	Due Date	Documentation Needed for Measurement
1. 50	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. 07/31/25	Reports from NCA Track software which tracks services delivered. CAC tracking sheets. Payroll documents for employee.

Goal 4: Evaluate clients' experience to improve service delivery.

<u>Target</u> <u>Number</u>	Objectives		Activities	Due Date	Documentation Needed for Measurement
1. 50	Conduct satisfaction	service on surveys	1.1 Create survey 1.2 Administration of survey 1.3 Analyze and review survey data 1.4 Report information from surveys	1. 7/31/25	Survey Summary of results Notes on actionable items identified via the survey

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 Health and Human Services through 15POVC-22-GG-00786-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-22-GG-00786-ASSI from the Office for Victims of Crime.

Subrecipient agrees to adhere to the following budget;

BUDGET NARRATIVE - SFY25

	heir recovery. This may include cular emphasis on the period from	ich are essential to t if a case, with a parti	lending family members wh nd post-conviction stages o	is of crime and non-off rout the prosecution a	frect services to victim xeutic services through	Scace of Word: Engage 1-2 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 emptional support, guidence, 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.
	\$114,677.00					Name of Contractor/Subrecipiers: Marethon Staffing (temp agency) Method of Selection: County/State RFP for temp agencies (multiple were selected) Period of Performance: October 1, 2025 - July 31, 2026
needed to include each Contractor listed		ion, and verify that is must have except	n open and free competiti clining funds, these cost	ctor, ensure maximum re <u>recuired</u> . Due to di	s provided by Contrac Copies of contracts as	Agency must be able to provide documentation for full and open competition, develop clear descriptions of duties provided by Contractor, ensure maximum open and free competition, and verify that Contractor is not on the suspended and debarred list (SAM.gov). Agencies must follow their procurement policies to enter into contracts. Copies of contracts are required. Due to declining funds, these costs must have exceptional justification and cost sllocation must be provided to be considered.
Revise this formula as	\$114,677.00	Total				Sentrectal
		8	\$0.00			Describe equipment
	whent costing less than \$5,000	cost. All other equip	purchased regardless of clered.	s, Tablets, etc. to be a provided to be consid	phones, IPods, iPads t allocation must be p	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. Due to declining funds, these costs must have exceptional justification and cost allocation must be provided to be considered.
	\$0.00	Total:				Township .
	rincluded.	expenses should be	al or anticipated agency (uired. Listing of typic	ral dens are not requ	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.
	poros	Total:				Operation
\$0.00 'Revise as needed to st-of-	10.00 tess for these expenses. Out-of-	Total: cles specify lower ranidered.	e the organization's polic	gor) as a guide unlea and cost allocation m	ging (go to www.gsa.	Total: \$0.00 Investirations Investirations Total: \$0.00 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 ejectify lower rates for these expenses. Out-of-state travel or non-standard tares require special justification. Due to declining funds, these costs must have exceptional justification and cost allocation must be provided to be considered.
	\$96,100.00	Total:	N NO 1018		\$34,100.00	Total Fringe Cost
			=			
						services to ensure that the victim and non-offending family members receive the required support and have access to healing resources. [October 1, 2025 to July 31, 2026]
	\$36,190,00	3	700%	S	(4,000,00	clients at the Child Advocacy Center once they have transitioned from the intall inter-few-carmination to the leading 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, referrats, assistance with applying the Advocacy of Crime norman therapy and extension and other assessing assistance with applying the Advocacy and Crime norman therapy.
						Vecent (prospective currently in backgrounds)
						Victim Witness Advocate - 70010249
	Amount requested	THE PART OF THE PA	9 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	A Service of Control	A STATE OF THE STA	Name of Employee: currently vacani
	and inclusion, it is encouraged	to diversity, equity,	ly Services' commitment (on of Child and Famil	. As part of the Divisio	that each agency pay staff a living wage and offer a health insurance option. An annual Salino Extension of Child and Family Services' commitment to diversity, equity, and inclusion, it is encouraged that each agency pay staff a living wage and offer a health insurance option. Annual Salino Extension Child and Family Services' commitment to diversity, equity, and inclusion, it is encouraged that each agency pay staff a living wage and offer a health insurance option.
	\$96,100,00	Totat	Including Fringe			Total Parsonnel Costs

\$220,387,00	Total:	ICIAL BUDGET
		Method of calculation - 10% of grant paid personnel expenses (using the allowable 10% de minimis).
	Ner. \$96,100.00	Identify Indirect Expenses. The indirect expenses are drawn from the Washoe County centralized services, including but not limited to Human Resources, Comptroller, Tressurer, and Budget Departments, which are accounted for separately from the DA accounts.
panization and the conduct of this formula only if requesting	re necessary for the general operation of the organization and the conduct of matically calculate 10%. Applicants may override this formula only if request	insured costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function, or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. This will be a percentage that cannot exceed 10% of Rediffed Total Direct Cost (MTDC). Note that the formula in Cell F125 will automatically calculate 10%. Applicants may override this formula only if requesting a LOWER rate or providing a copy of their current Federally Approved Indirect Cost Rate Letter.
33,410,000 H, 5620	Total:	Indirect.
\$210,777.00		TOTAL DIRECT CHARGES
urships that are a component of	es, client transportation, etc. Stipends or scholarships that are a component of	a larger project or program may be included ehre, but require special justification.
\$0.00	Total:	CONT
\$0.00	- 22	*Add additional Contractor/Subrecipients here with justification or delete this row.
	<u> </u>	<u>Method of Accountability.</u> timesheets, weekly billings, advocate reports Define - Progress reported to and monitored by Victim Witness Advocat Supervisor Amparo Iglestas-Chavez

PROPOSED BUDGET SUMMARY - SFY25 (Form Revised November 2022)

PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERIDE - SEE INSTRUCTIONS

\$24,652,308.00	\$ 55,282.50	\$ 325,000	\$ 200,417	\$ 270,000	\$ 125,000	\$ 23,511,504	\$220,387.00	ENTER TOTAL REQUEST
	County	Private	Federal	Federal	Federal	County	Federal	TYPE (Federal, State, Private, etc.)
	Secured	Secured	Secured	Secured	Secured	Secured	Pending	PENDING OR SECURED
TOTAL	Match	Donations Private	VAWA Federal	TSRP Federal	HIDTA Federal	General Fund County	VOCA	FUNDING SOURCES

EXPENSE CATEGORY

\$23,719.00	\$0.00	\$0.00	\$14,109.00	\$0.00	\$0.00	\$0.00	\$9,610.00	Indirect
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Other Expenses
\$782,956.00	\$0.00	\$125,000.00	\$0.00	\$0.00	\$0.00	\$543,279.00	\$114,677.00	Contractual/Consultant
\$343,089.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$143,089.00	\$0.00	Equipment
\$561,129.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$561,129.00	\$0.00	Operating
\$73,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,520.00	\$0.00	Travel/Training
\$22,867,895.00	\$55,282.50	\$0 00	\$186,308.00	\$270,000.00	\$125,000.00	\$22,190,487.00	\$96,100.00	Personnel

\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	These boxes should equal 0
\$24,652,308.00	\$55,282.50	\$325,000.00	\$200,417.00	\$270,000.00	\$125,000.00	\$220,387.00 \$23,511,504.00		TOTAL EXPENSES

B. Explain any items noted as pending:

Indirect % of Budget 4.36% Total Indirect Cost

Percent of Agency Budget 1% Total Agency Budget

\$24,652,308.00

\$9,610.00

MATCH BUDGET NARRATIVE - SFY28

<	\$65,252.50	Total:				TOTAL BUDGET
	Harships that are a	. Stipends or schu	A transportation, etc.	pency client services, clien	project, such as emer	Memby and justify these expenditure, 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 ehre, but require special justification.
	\$0.00	Total:				Olim,
Contractor listed	has competition, and verify that Contractor is not on the	on, and verify thei		rtor, ensure maximum ope e required.	es provided by Contra- Copies of contracts as	Agenty must be able to provide documentation for full and open competition, develop clear descriptions of duties provided by Contractor, ensure maximum open and suspended and debared list (SAM, gov). Agencies must follow their procurement policies to enter into contracts. Copies of contracts are required.
Revise this formula as	5a.00	Total:				Contractor
	pment coeting less than	cet. All other equi	seed regardless of co \$0.00	, Tablets, etc. to be purch	er phones, iPods, iPad	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
	perus	Total:				
	Total: 93.00 [S4.0 cwrist) as a guide unless the organization's policies	Total: e a guide unless th		gov) and State rates for mi	dging (go to www.gss.	Travel The hing. Sensity staff who will bravel, the purpose, frequencey, and projected costs. Utilize GSA rates for per diem and lodging (go to www.gsa.gov) and State rates for mileage specify lower rates for these expenses. Out-of-state bravel or non-standard fares require special justification.
	\$64,282.60	Total	The state of the s	NAME OF TAXABLE	\$18,427.60	Total Frings Cost
	\$55,282.50		42%	50%	\$ 81,000 00	me and non-offending family members which are essential to their recovery, dance, referrets, essistance with Victims of Crime program applications, safety uphout the prosecution and post-conviction stages of a case, with a particular in disclosure to the conclusion of the investigation.
						Name of Employee Brenda Brook Victim Wiltimens Advocate - 79005810
needed to include each position Island	Amount Requested	Months		Fringe Rate % of Time	musi Salary	Lief Staff, positions, percent of time to be spent on the project, rate of pay, frings rate, and total cost to this grant. A
365,262.50" revise this formula as	06.282,668	Total:	Including Fringe T	Includ		TOTAL PARTICULAR CONTRACTOR CONTR

- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within
 the approved Scope of Work/Budget, Subrecipient will obtain written permission to redistribute funds within categories. Note: the
 redistribution cannot after 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), "inkind", 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 \$220,387.00
 - 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 DHHS 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 <u>CLOSE OF THE SUBAWARD</u> 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 <u>actual</u> 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.

NOTICE OF SUBAWARD

Agency Ref. # 16575-23-046 4694 Budget Account.

SECTION D
Request for Reimbursement

20 Category:

					Draw #:	
Program Name: VOCA Victim Assistance	, ide		Subrecipient Name Washoe County Dis	: strict Attorney's Office	:0	
Address:			Address:	,	-	
4126 Technology Way 3rd Floor			1 South Sierra St			
Carson City, NV 89706-2023			Reno, NV 89501-000	00		
Subaward Period:			Subreciplent's:			
July 1, 2024 – June 30, 2025			EIN: 88 Vendor#: T4	-6000138 0283400AG		
			QUEST FOR REIMBU		V 02	
	(must be acc Month(s)	ompanied by expendi JULY	ture report/back-up do	cumentation) Calendar year 202	4	
	A	В	C	U	E	F
	Approved	Total Prior	Current	Year to Date	Budget	Percen
Approved Budget Category	Budget	Requests	Request	Total	Balance	Expende
1. Personnel	\$96,100.00	\$0.00	\$0.00	\$0.00	\$96,100.00	0.0%
2. Travel/Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5. Contractual/Consultant	\$114,677.00	\$0.00	\$0.00	\$0.00	\$114,677.00	0.0%
6. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7. Indirect	\$9,610.00	\$0.00	\$0.00	\$0.00	\$9,610.00	0.0%
Total	\$220,387.00	\$0.00	\$0.00	\$0.00	\$220,387.00	0.0%
A ************************************						
MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
JULY	\$55,097.00	\$0.00	\$0.00	\$0.00	\$55,097.00	
I, a duly authorized signatory for the expenditures, disbursements and case of this request is not in excess of curfictitious or fraudulent information, or false claims, or otherwise. I verify the	sh receipts are for the rent needs or, cumulat the omission of any m	purposes and objective ively for the grant term aterial fact, may subje	es set forth in the term n, in excess of the total ct me to criminal, civil	s and conditions of the approved grant awar or administrative pena	e grant award; and tha d. I am aware that an	at the amount y false,
Authorized Signature		Title			Date	
		FOR DEPARTMENT	USE ONLY			
Is program contact required?Y	'es No	Contact Person:			_	
Fiscal review/approval date:					-	
Scope of Work review/approval date: ASO or Bureau Chief (as required):	·				_	
				Date	_	

SECTION E

Audit Information Request

1	Non-Federal entitles that <u>expend</u> \$750,000.00 or more in total federal awards are required to have a single or program-specific conducted for that year, in accordance with 2 CFR § 200.501(a).				
2	Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year?	YES X NO			
3	When does your organization's fiscal year end?	June 30th			
4	What is the official name of your organization?	Washoe County District Attorney			
5	How often is your organization audited?	Annually			
6	When was your last audit performed?	November 2023			
7	What time-period did your last audit cover?	July 1, 2022 - June 30, 2023			
8		Eide Bailly			

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 <u>not</u> 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. 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.			
NO	X				
Name		Services			
4					
·					
- -					
ubrecipien	t agre	es that any employees listed cannot perform work until approval has been given from the Department.			
ompliance	with t	his section is acknowledged by signing the subaward cover page of this packet.			

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

200

Washoe County District Attorney's 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.
- 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. <u>TERM</u>

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

- 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.
- Appropriate Safeguards. Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement

- 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.

SECTION H

Matching Funds Agreement

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

Program Name	VOCA V ctim Assistance	Subrecipient Name	Washoe County District Attorney's Office	
Federal Grant Number	15POVC-22-GG-00786-ASSI	Subaward Number	16575-23-046	
Federal Amount	\$220,387	Contact Name	Vickey Jakubowshi	
Non-Federal (Match)	\$55,097	Address	1 South Sierra St Reno, NV 89501-0000	
Total Project	\$275,484			
Performance Period	July 1, 2024 – June 30, 2025			

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 of 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\$275,484Required Match Percentage20%Total Required Match\$55,097

	Approved Budget Category	Budgeted Match		
1	Personnel	\$	55,097 00	
2	Travel/Training	\$		
3	Operating	\$		
4	Equipment	\$		
5	Contractual/Consultant	\$		
6	Training	\$		
7	Other	\$		
	Total	\$	55,097.00	

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:
- 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.

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:

- Agrees to comply 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.
- Agrees to comply 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."
- Agrees to comply 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, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
 - Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religious belief, a refusal to hold a religious belief or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertains to recipient and subrecipient ("subgrant") 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.
- Agrees to complete the required DOJ Office of Justice Programs Civil Rights Online Training by September 30, 2020. The training can be found at https://ojp.gov/about/ocr/essistance.htm.
- Additional information on the Equal Employment Opportunity Plan (EEOP) can be found at https://ojp.gov/about/ocr/eeop.htm.

The subrecipient acknowledges that failure to submit an acceptable EEOP (if organization is required to submit one pursuant to 28 CFR. Section 42.302), that is approved by the Office for Civil Rights (OCR), is a violation of the Standard Assurances executed by the organization, and may result in suspension of funding, until such time as the recipient is in compliance, or termination of the award

- 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 Department of Justice (DOJ) in 2 C F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from the Office of Justice Programs (OJP).
 - The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 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 2019
 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://oip.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. 200.333.
 - 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.
- Requirements related to System for Award Management and Universal Identifier Requirements. The recipient must comply with applicable requirements regarding the System for Award Management, 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 website 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).
- Prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). 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 website at https://ojp.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.
- May not restrict reporting of fraud, waste, and abuse to federal government. 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-- (1) 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 (2) 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

- Post-award approval required to use noncompetitive approach in procurement contract (if contract would exceed \$250,000). 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 website at https://ojp.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.
- Information (Data) Breach Special Condition. 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 200.79) 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.
- DOJ Grants Financial Guide. 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.
- Determinations of suitability to interact with participating minors (August 2019) 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 website 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.

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