



# VAWA SASP SPECIAL CONDITIONS

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## CRIME VICTIMS' SERVICES COMMITTEE

### 2022 GRANT AWARD

*All awards are subject to and dependent upon federal funding being awarded and funding cleared to the state administering agency- NCDPS Governor's Crime Commission.*

*The recipient may not get reimbursed under this award until the Governor's Crime Commission has reviewed and approved the budget and budget narrative and all modifications or requirements have*

### SPECIAL CONDITIONS

#### VIOLENCE AGAINST WOMEN ACT SASP FUNDING

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By signing the GRANT AWARD, the subrecipient agrees to comply with the terms and conditions detailed herein. Failure to comply with the terms and conditions may result in the loss of Federal funds and may be considered grounds for the suspension or termination of this grant.

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This award is subject to the following terms, conditions, and provisions:

<b>GCC REQUIREMENTS</b>
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**1. Contingent upon Federal Funding**

Funds may not presently be available for this award though the federal government has awarded the funds to the NC Governor’s Crime Commission (GCC). The GCC’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the

part of the Government for any payment may arise until funds are made available to the Department of Public Safety for this contract and until GCC receives notice of such availability. GCC will provide notice to subrecipients when funds are available.

## **2. Indemnity**

The Subrecipient shall indemnify, save, and hold harmless the Commission against any and all claims, demands, suits, and/or judgments (as well as all costs associated with any and all forms of litigation that may manifest themselves resulting from said claims, demands, suits, and/or judgments), to any party for the loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act or omission, operation or work of the Subrecipient, his/her agents, servants, or employees while engaged upon or in connection with services required or performed by the Subrecipient hereunder.

If the Subrecipient is an agency of the State of North Carolina, the preceding paragraph shall not apply, and the subrecipients liability is determined in accordance with the North Carolina State Tort Claims Act, N.C. Gen. Stat. §§ 143-291, et seq. The Subrecipient remains subject to all Federal and State provisions regarding grant management, including but not limited to the provisions in 2 C.F.R. Part 200 related to noncompliance, audit findings, and mandatory disclosures of fraud, bribery, or gratuity violations potentially affecting the federal funding under this agreement. See, e.g., 2 C.F.R. §§ 200.339 through 200.343 (Remedies for Noncompliance); 2 C.F.R. § 200.511 (Audit findings follow-up); 2 C.F.R. § 200.113 (Mandatory disclosures). The Subrecipient shall also abide by the laws of North Carolina with regard to waste, fraud, and abuse, including the duty to report and prohibition against retaliation set forth in the North Carolina Human Resources Act, N.C. Gen. Stat. Chapter 126, Article 14, and the duty to report possible violations of criminal statutes to the State Bureau of Investigation in N.C. Gen. Stat. § 143B-920.

## **3. Notice of Certain Reporting and Audit Requirements**

The subrecipient shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below. The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a state agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year: Level 1: Less than \$25,000, Level 2: At least \$25,000 but less than \$500,000, Level 3: \$500,000 or more, Level 3 addition: ≥ \$750,000.

A subrecipient's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those subrecipients receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. Agencies receiving more than \$500,000 in total funding must submit a copy of their agency's single audit to DPS Internal Audit within 9 months of the end of their agency's fiscal year end date.

### **1) Level I (Less Than \$25,000):**

A grantee receiving less than \$25,000 (combined) in State or Federal pass-through funds must submit:

- Certification Form
- State Grants Compliance Reporting for Receipts of Less than \$25,000

Level I form and reporting instructions is available on the GCC website forms page.

### **2) Level II (\$25,000 - \$499,999)**

A grantee that receives between \$25,000 - \$499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form
- State Grants Compliance Reporting for Receipts of \$25,000 or More
- Schedule of Receipts and Expenditures
- Program Activities and Accomplishments Reports

Level II form and reporting instructions is available on the GCC website forms page.

3) Level III (\$500,000 - \$749,999)

A grantee that receives a combined \$500,000 or more in North Carolina State funding or Federal funding passed through a State Agency must submit:

- Certification Form
- State Grants Compliance Reporting for Receipts of \$25,000 or More
- Program Activities and Accomplishments Reports
- Within nine months of the grantee's fiscal year end the subrecipient must also: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.

Level III form and reporting instructions is available on the GCC website forms page.

4) Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form
- State Grants Compliance Reporting for Receipts of \$25,000 or More
- Program Activities and Accomplishments Reports
- Within nine months of the grantee's fiscal year end, the subrecipient must also: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>). Make copies of the single audit available to the public.

Level III form and reporting instructions is available on the GCC website forms page

#### **4. Performance Measurement Reports (PMT)**

All grants require project progress reports. In addition, Performance Measurement Reports (PMT) are required federally for some funding sources. The tabs in GEMS indicate the types of reports required. The subrecipient must also submit an annual progress report in the GEMS system that must be reviewed by the project's assigned Grants Administrator. Failure to submit required reports will result in a GEMS hold that will prevent further activity on the subrecipient's projects.

For those submitting a PMT directly through a federal portal, the subrecipient should, after submission of their PMT report, upload a copy into the appropriate PMT Tab for the correct corresponding quarters in the GEMS System. Failure to do so will result in a hold being placed upon the subrecipient's projects that prevents submission of further reimbursements until the hold is released by the Grant Administrator. Failure to Submit Programmatic or Financial Reports in a Timely Manner

The subrecipient acknowledges that failure to submit programmatic progress or financial reports in a timely manner may result in sanctions affecting the recipient's awards, including, but not limited to withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a High-Risk grantee; or termination of an award(s). Upon termination, all outstanding reimbursements will be forfeited by the subrecipient.

#### **5. Grant Management Guidelines and Monitoring**

The subrecipient agrees to comply with all the GCC Grants Management Guidelines as posted on the GCC website (currently, the "Governor's Crime Commission Grants Management Guidelines 2021 - 2022" available at

<https://files.nc.gov/ncdps/documents/files/GCC-Grant-Management-Guidelines-2021-2022.pdf> ), including any updated version that may be posted during the period of performance.

This includes:

- 1) The subrecipient agrees promptly to provide; upon request to representatives of GCC, State Auditors and representatives of DOJ access to examine all records related to financial and programmatic documentation related to this grant award, including documentation of expenditures and achievements.
- 2) The subrecipient understands that it will be subject to financial and programmatic on-site monitoring by GCC, which may be on short notice and/or unannounced and agrees that it will cooperate with all such monitoring.
- 3) The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- 4) The subrecipient agrees to comply with any modifications or additional requirements that may be imposed by law, GCC Staff, and future DOJ (including government-wide) guidance and clarifications of GCC or OVW requirements.

Failure to cooperate with the Governor's Crime Commission's (GCC) grant monitoring activities may result in sanctions affecting the recipient's awards, including, but not limited to withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a High-Risk grantee; or termination of an award(s).

## **6. Electronic Records**

A program may store files electronically and use electronic signatures if the program can ensure the validity and integrity of all records and signatures are maintained. The program's electronic storage procedures and system must provide for the safe-keeping and security of the records, including sufficient prevention of unauthorized alterations or erasures of records; effective security measures to ensure that only authorized persons have access to records; adequate measures designed to prevent physical damage to records; a system providing for back-up and recovery of records. In addition, the electronic storage procedures and system shall provide for the easy retrieval of records in a timely fashion, including storage of the records in a physically accessible location; clear and accurate labeling of all records; and storage of the records in a usable, readable format.

## **7. Required Training**

Attendance at award workshop training or other training as required by GCC.

## **8. Termination or Manual Hold**

Either party may terminate this Agreement at any time by giving thirty (30) days written notice. This Agreement, if terminated, shall terminate on the last day of the month following the date of the original notice or on a mutually agreed upon date. In addition, the Commission may place the Subrecipient on manual hold as needed to ensure that funds will not be inappropriately used, and compliance issues are resolved.

Termination of the Agreement by the Subrecipient shall result in repayment of all unused funds and forfeiture of any future funds due under this agreement. Termination of the Agreement by the Commission shall result in a forfeiture of any future funds due under this Agreement and may require the repayment of funds previously paid, at the discretion of the Commission.

The Commission may terminate this Agreement for cause based upon the failure of the Subrecipient to comply with the terms and/or conditions of the Agreement, provided that the Commission shall give the Subrecipient written notice specifying the Subrecipient's failure. If within thirty (30) days after receipt of such notice, the Subrecipient shall not have either corrected such failure or in the case which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Commission may, at its option, place the Subrecipient in default and the Agreement shall terminate on the date specified in such notice.

The Subrecipient may exercise any rights available to it under North Carolina law to terminate for cause upon the failure of the Commission to comply with the terms and conditions of this Agreement, provided that the Subrecipient shall give the Commission written notice specifying the Commission's failure and a reasonable opportunity for the Commission to cure the defect.

## **9. Maintain Updated Contacts**

The subrecipient acknowledges that it is responsible for maintaining updated contact information in GCC's online grant management system. To update information for the Authorizing Official, the Financial Officer, the Project Director, or the Organizational Administrator, the individuals must request the appropriate role through the online system and notify their GCC Grant Administrator of the change within five (5) days of the role change.

## **10. Staff Timesheets**

The subrecipient agrees that all personnel (including volunteers) whose activities are to be charged to this award will maintain timesheets to document program activities (effort) and hours worked related to this award and non-award-related activities. These timesheets should be available to be provided upon request.

## **11. Federal Funding Year Changes**

Changes to the federal funding year may occur to maximize use of funds. Notice from GCC will be provided regarding changes in Federal Funding year and changes to federal special conditions.

## **12. Continuation of Funding**

The subrecipient understands that the awarding of this grant in no way assures or implies continuation of funding beyond the project duration indicated on the current grant award.

Funds are provided during the project period on a yearly basis. Unused funds at the end each year do not roll over to the next year but revert to GCC. Extensions beyond the statutory period may be granted at the discretion of GCC, and may be requested in accordance with GCC processes, but are not assured. If a continuation application is approved by GCC, funds available under the current award and corresponding cash matching funds must be expended or obligated and documented prior to the implementation of the new, continuation grant and expenditure of new funds.

## **13. Proposed Published Reports and Publications**

The subrecipient agrees to submit one copy of all proposed reports to be published and proposed publications, funded under this project, not less than twenty (20) days prior to public release for GCC review. Prior review and approval of a report or publication is required if award funds are to be used to publish or distribute reports and publications developed under this award.

Except as provided in the Federal Agreement, the subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain a disclaimer statement: similar to this example: "This project was supported by Grant No. \_\_\_\_\_ awarded by NC Governor's Crime Commission as state administering office for \_\_\_ federal agency. 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 federal agency." The subrecipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

## **14. Conflict of Interest Policies**

The subrecipient agrees to establish safeguards to prohibit employees and/or, in the case of a non-profit agency, board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Further, the subrecipient is required to submit a board approved "Conflict of Interest" policy to GCC prior to any funds being released for this project. This is in accordance with N.C.G.S. § 143C-6-23.

## **15. Personnel Modifications**

All requests to transfer funds from a personnel line item to any other budget category will require justification and will be subject to a high degree of scrutiny by GCC.

The subrecipient further agrees that ALL personnel whose activities are to be charged to this award will maintain timesheets to document hours worked and the activities related to this award as well as to non-award-related activities.

## **16. Compliance with Solicitation Requirements**

The subrecipient agrees to be compliant with requirements outlined in the federal solicitation under which the approved GCC application was submitted as well as in compliance with the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs). This is located for DHHS grants online <https://www.acf.hhs.gov/cb/grant-funding/childrens-justice-act> and for DOJ grants online within their division (OVW, OJP, Title II, BJA) (ex. <https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

## **17. Law Enforcement Agency Traffic Stop Data**

Pursuant to N.C.G.S. 143B-903, certain law enforcement agencies must report traffic stops within 60 (sixty) days to the NC State Bureau of Investigation (SBI). The SBI publishes the list of required agencies each year on the SBI website on the SBI Traffic Reporting page. This page can be accessed by going to the SBI website and clicking on the List of Agencies Required to Report. Any agency that is required to submit traffic stops and does not “shall be ineligible to receive any law enforcement grants available by or through the State” G.S. 143B-903(e).

## **18. State Retention Laws**

Chapters 121 and 132 of the General Statutes of North Carolina govern the retention and disposition of all records located in and/or maintained by all public offices, whether municipal, county, state government, or state-supported institutions of higher learning. In accordance with the requirements set forth in the North Carolina Administrative Code, all financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained by each organization for AT LEAST FIVE YEARS following the closure of the audit report covering the entire award period.

## **19. Grant Termination or Suspension**

Pursuant to administrative code 14B NCAC 05B .0301 a grant may be terminated, or the funds may be suspended, on a case-by-case basis by the Executive Director of the Commission for noncompliance with the terms and conditions of their grant application, award contract or federal guidelines.

# **FEDERAL REQUIREMENTS FROM AGREEMENT**

## **1. Requirements of this award; remedies for non-compliance or for materially false statements**

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

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



Failure to comply with one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in Governor's Crime Commission (GCC) or OVW (Office on Violence Against Women) taking appropriate action with respect to the subrecipient and the award. Among other things, GCC or OVW may withhold award funds, disallow costs, or suspend or terminate the award. GCC, 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 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction 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.

## **2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

The subrecipient 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 the Department of Justice (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, including any updated version that may be posted during the period of performance. 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. 200.334, 200.337.

## **3. Requirement to report potentially duplicative funding**

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

## **4. Requirements related to System for Award Management and unique entity identifiers**

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

The subrecipient also must comply with applicable restrictions on subawards (subgrants), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier assigned by SAM.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers) and are incorporated by reference here.

## **5. 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 (as defined in 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) (as defined in 2 C.F.R. 200.1) within the scope of an GCC/OVW grant-funded program or activity, or

2) uses or operates a federal information system (as defined in OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to GCC and an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## **6. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and GCC and OVW 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 subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

## **7. Determination of suitability to interact with participating minors**

This condition applies to this award if it is indicated in the application for the award (as approved by GCC) (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 OVW website 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.

## **8. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

## **9. OVW Training Guiding Principles**

The subrecipient 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 Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

## **10. Effect of failure to address audit issues**

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

## **11. Potential imposition of additional requirements**

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

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

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

## **13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

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

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

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

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

## **15. Restrictions on "lobbying" and policy development**

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) 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, to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) 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 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

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

Should any question arise as to whether a particular use of federal funds awarded by GCC to a subrecipient would or might fall within the scope of these prohibitions, the subrecipient is to contact GCC for guidance and may not proceed without the express prior written approval of GCC.

## **16. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)**

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

## **17. Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient and any subrecipients (subgrantees) must promptly refer to GCC and the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to GCC to the grant manager, planner, or GCC compliance office via email as well as to the OIG by:

1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online")

2) mail directed to U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530.

3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

## **18. 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 subrecipient--
  - 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 GCC.
2. If the subrecipient 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 subrecipient'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 GCC.

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

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact their GCC Grant Manager for guidance.

## **20. Encouragement of policies to ban text messaging while driving**

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

## **21. Requirement to disclose whether subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ**

If the subrecipient 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 subrecipient must disclose that fact and certain related information to GCC and to OVW by email to [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due

to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following:

- 1) the federal awarding agency that currently designates the recipient high risk.
- 2) the date the subrecipient 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.

## **22. Availability of general terms and conditions on OVW website**

The subrecipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

## **23. Compliance with statutory and regulatory requirements**

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

## **24. Compliance with solicitation requirements**

The subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

## **25. VAWA 2013 nondiscrimination condition (2020)**

The subrecipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of GCC/OVW awards from excluding, denying benefits to, or discriminating against any person based on 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. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The subrecipient agrees that it will comply with this provision. The subrecipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

## **26. Misuse of award funds**

The subrecipient 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

## **27. Limitation on use of funds to approved activities**

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless GCC determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from their GCC Grant Manager.

## **28. Non-supplantation**

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

## **29. Confidentiality and information sharing (Rev. 2020)**

The subrecipient agrees to comply with the provisions of 34 U.S.C. 12291(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 subrecipient 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 subrecipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

## **30. Activities that compromise victim safety and recovery or undermine offender accountability**

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving GCC/OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

## **31. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence**

The subrecipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

## **32. Termination or suspension**

**GCC** or OVW, upon a finding that there

- 1) has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation,
- 2) has been failure by the subrecipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or
- 3) have been project changes proposed or implemented by the subrecipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate, or suspend until **GCC** or OVW is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.



### **33. Performance progress reports and final report submission**

The subrecipient agrees to provide GCC and OVW with specific information regarding subawards (subgrants) made under this award. The subrecipient agrees to submit an annual report that includes a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other information as GCC or OVW may prescribe. Recipients are required to submit this report after the end of each calendar year but no later than March 30 each year. Recipients and subrecipients must use the designated forms and/or systems made available by GCC and OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

A final report is due 90 days after the end of the project period. This report must be submitted to OVW through the Justice Grants System with the Report Type marked "final," unless and until OVW issues updated instructions for report submission.

### **34. Subrecipient program income**

The subrecipient understands and agrees that it has responsibility for approval of program income earned. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned because 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. To add program income to a subaward, subrecipients must seek approval from GCC 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 GCC must be reported by the subrecipient to GCC so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

### **35. GCC FFATA Reporting: Subawards and executive compensation**

Subrecipient is aware that GCC must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the subrecipient of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of GCC's obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation) and are incorporated by reference here.

### **36. Subrecipient product monitoring**

The subrecipients must obtain the approval of the GCC Grant Manager to ensure that materials and products (written, visual, or sound) developed with GCC VAWA SAS funding fall within the scope of the grant program and do not compromise victim safety.

### **37. Publications disclaimer for SAS Formula subrecipients**

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. \_\_\_\_\_ awarded by **NC Governor's Crime Commission** as 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 U.S. Department of Justice."



### **38. Copyrighted works**

Pursuant to 2 C.F.R. 200.315(b), the subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. GCC and OVW reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for state or federal purposes, and to authorize others to do so.

GCC and OVW also reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for state or federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from GCC and 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 recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

### **39. Training and Technical Assistance**

The subrecipient agrees to attend and participate in GCC or OVW-sponsored technical assistance at GCC's request. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, peer-to-peer consultations, and workshops conducted by GCC or OVW-designated technical assistance providers.

### **40. Consultant compensation rates**

The subrecipient acknowledges that consultants paid with GCC award funds generally may not be paid at a rate more than \$81.25 per hour, not to exceed \$650 per day. The subrecipient agrees that all contracts must be approved by their assigned GCC Grant Administrator prior to execution. Any expenses incurred prior to the approval of the contract will be in violation of the grant award contract. To exceed this specified maximum rate, subrecipients must submit to their GCC Grant Manager a detailed justification and have such justification approved by GCC, prior to obligation or expenditure of such funds. Also, all Sole Source contracts more than \$150,000 must receive prior approval from a GCC Grant Administrator.

Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate more than \$81.25 per hour, not to exceed \$650 per day.

### **41. Required SAM and FAPIIS reporting**

The subrecipient must comply with 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").

The details of subrecipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

### **42. Use of funds for direct intervention and related assistance**

The subrecipient agrees that funds will only be used for the provision of direct intervention and related assistance to victims of sexual violence and their family and household members, 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.

#### **43. Methods of Administration requirement for state administering agencies**

The subrecipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The subrecipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the Office of Justice Programs' Office for Civil Rights at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov) within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by the Office of Justice Programs' Office for Civil Rights or any other authorized persons. The required elements of the MOA are set forth at <https://www.ojp.gov/funding/explore/statemethodsadmin-fy2017update> , under the heading, "Methods of Administration - Requirements Applicable to States."

#### **44. Announcement of funding availability**

The subrecipient agrees to provide GCC, within ten (10) days of release, a copy of its announcement of the availability of funding under this program (e.g., the request for applications, announcement of general funding availability, or announcement of program priorities issued in connection with this program).

#### **45. Nonprofit status of subrecipients**

The subrecipient will verify that subgrantees, except governmental rape crisis centers and tribal governmental programs, are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.

#### **46. Meaningful involvement of state coalition and representatives from underserved communities**

The subrecipient agrees that it will meaningfully engage with and include participation from the state or territorial sexual assault coalition and representatives from underserved communities in the implementation of state or territorial plans to administer the SAS Formula Program.

#### **47. Indirect costs**

The subrecipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the subrecipient submits to GCC a current, federally-approved indirect cost rate agreement, or (2) the subrecipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises GCC in writing of both its eligibility and its election.