



# VIOLENCE AGAINST WOMEN ACT GRANT SPECIAL CONDITIONS

*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 been met. However, subrecipient may incur project costs beginning on the project start date.*

*The following link contains information on award conditions organized separately by fiscal year. To identify the information that applies to your award, you must know the award's fiscal year. If you are unsure which fiscal year and conditions apply to your award, contact your State Grant Administrator (CVS VAWA Planner).*

[Office on Violence Against Women \(OVW\) | Award Conditions](#)

---

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.

## *Contents*

GCC REQUIREMENTS .....	2
1. Contingent upon Federal Funding .....	2
2. Indemnity.....	2
3. Notice of Certain Reporting and Audit Requirements.....	2
4. Performance Measurement Reports (PMT) .....	3
5. Grant Management Guidelines and Monitoring .....	4
6. Electronic Records .....	4
7. Required Training .....	4
8. Termination or Manual Hold .....	4
9. Maintain Updated Contacts.....	5

10.	Staff Timesheets.....	5
11.	Federal Funding Year Changes .....	5
12.	Continuation of Funding.....	5
13.	Proposed Published Reports and Publications.....	5
14.	Conflict of Interest Policies.....	6
15.	Personnel Modifications .....	6
16.	Compliance with solicitation requirements .....	6
17.	Law Enforcement Agency Traffic Stop Data .....	6
18.	State Retention Laws.....	6
19.	Grant Termination or Suspension .....	6
FEDERAL REQUIREMENTS.....		<b>Error! Bookmark not defined.</b>

***GCC consolidated version of VAWA Special Conditions 2019-2024 (see conditions 1-59)***

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

<b><i>GCC REQUIREMENTS</i></b>
--------------------------------

**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:  $\geq$  \$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 \$1,000,000, the due date is 6 months from its fiscal year end. For those receiving \$1,000,000 or more, the due date is 9 months from its fiscal year end. Agencies receiving \$1,000,000 or more 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 through [DPS\\_GrantComplianceReports@ncdps.gov](mailto:DPS_GrantComplianceReports@ncdps.gov).

This applies to non-profits and all other non-state entities that are not subject to the requirements of the LGC. Government entities including counties and local governments are not required to file these reports but are subject to LGC reporting requirements.

**Effective 10/1/24 the single audit threshold has changed from \$750,000 to \$1 million.**

Level 1: Between \$1 and \$999,999 in state and federal pass-through funds

- Certification Form
- Schedule of Receipts and Expenditures
- Program Activities and Accomplishments

Send reports to: [DPS\\_GrantComplianceReports@ncdps.gov](mailto:DPS_GrantComplianceReports@ncdps.gov)

Level 2: \$1,000,000 or more in state and federal pass-through funds

- Certification Form
- Schedule of Receipts and Expenditures
- Program Activities and Accomplishments Report
- Submission of required single (or program-specific) audit in accordance with Generally Accepted Government Auditing Standards ([gao.gov/yellowbook](http://gao.gov/yellowbook))

Send reports to [DPS\\_GrantComplianceReports@ncdps.gov](mailto:DPS_GrantComplianceReports@ncdps.gov)

Addition if \$1,000,000 or more in federal expenditures (see also 2 CFR 200.501)

- Submit federally required audit to: [harvester.census.gov/facweb/](http://harvester.census.gov/facweb/)

Make copies of audit available to public.

**Level I and II forms 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 EBS indicate the types of reports required. The subrecipient must also submit an annual progress report in the EBS system that must be reviewed by the project's assigned Grants Administrator. Failure to submit

required reports will result in a EBS 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 EBS 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 whose current version as posted on the GCC website [www.ncps.gov/gcc](http://www.ncps.gov/gcc) on the Grant Information page under "workshops and guidelines."

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 DOJ 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**

Recipients must ensure compliance and implementation of cybersecurity protocols and standards, such as data protection and access control measures, to safeguard sensitive information and electronic records generally as outlined herein.

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 any required training as clearly stated 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, and the Project Director, the subrecipient must submit a change request in EBS in the application part of the online system.

## **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 of each budget year do not roll over to the next budget year but rather return to GCC's unobligated funds. Extensions beyond the period of performance 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 either directly charged to the award or used as match will maintain timesheets to document hours worked on the grant and the grant related activities performed during those hours as compared to non-award-related time and activities.

#### **16. Compliance with solicitation requirements**

The recipient 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.

#### **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, grant award agreement (including these special conditions) or federal guidelines.

## **FEDERAL REQUIREMENTS**

*These federal requirements below have been consolidated for your convenience and apply to the GCC and all subgrantees awarded funds. For purposes of this section "Recipient" refers to the GCC. For any federal submission requirements, "Subrecipient" shall instead submit to GCC.*

### **1**

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

#### ***(Version FY 2019)***

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

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice (DOJ), including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

#### ***(Version Beginning FY 2020)***

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

executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts

all material requirements of the award, and specifically adopts, as if personally Requirements of the award; remedies for non-compliance or for materially false statements

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice (DOJ), including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

## 2

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

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by 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, (**For FY 2019-2020**) pursuant to 2 C.F.R. 200.333, 200.336 or (**Beginning FY 2021**) 2 C.F.R. 200.334, 200.337.

## 3

### Requirement to report potentially duplicative funding

**(Version FY 2019-2020 )**



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

***(Version Beginning FY 2021)***

(If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, 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 recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards (subgrants) to first-tier subrecipients (subgrantees), 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 recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "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 **(For FY 2019-2020)** 2 C.F.R. 200.79 or **(Beginning FY 2021)** 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to 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 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 recipient'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> (titled "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

Determinations 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 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 OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "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

### ***(Version FY 2019)***

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees#Resources>.

### ***(Version FY 2020-2023)***

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-fags-grantees#Discretionary>.

### ***(Version FY 2024)***

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf>.

## 10

### Effect of failure to address audit issues

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

## 11

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVV 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.

## 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

#### ***(Version FY 2019-2020)***

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 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.

***(Version FY 2021-2022)***

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

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.

***(Version FY 2023)***

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

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.

***(Version FY 2024)***

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

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 relate to engaging in or conducting explicitly religious activities and requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

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

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

## 16

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

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> (titled "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 OVV for guidance, and may not proceed without the express prior written approval of OVV.

## 17

Reporting potential fraud, waste, and abuse, and similar misconduct

***(NOTE: Version FY 2024 below consolidates and updates FY 2019-2023 reporting protocols)***

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/grant-complaint> (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 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.

## 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 federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or



safety, or a violation of law, rule, or regulation related to a federal grant.

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW 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

**(Beginning FY 2020)** Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to 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 recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

## 22

Availability of general terms and conditions on OVW website

The recipient 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 recipient 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 Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, 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

#### ***(Version FY 2019)***

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

#### ***(Version Beginning FY 2020)***

The recipient 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

#### ***(Version FY 2019)***

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this

provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

***(Version Beginning FY 2020)***

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

## **26**

### Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

## **27**

### Limitation on use of funds to approved activities

***(Version FY 2019-2020)***

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient'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, via Grant Adjustment Notice (GAN), from OVW.

***(Version Beginning FY 2021)***

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient'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, via Grant Award

Modification (GAM), from OVV.

## **28**

Non-supplantation

The recipient 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

### ***(Version FY 2019)***

The recipient 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 recipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

### ***(Version Beginning FY 2020)***

The recipient 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 recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVV website at <https://www.justice.gov/ovv/resources-and-faqs-grantees>. The recipient 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

### ***(Version FY 2019)***

The recipient 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 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 under which the approved application was submitted.

***(Version Beginning FY 2020)***

The recipient 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 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**

***(Beginning FY 2020)*** Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, 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> (titled "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

***(Version FY 2019 -2020) NOTE included "for cause" in condition title***

The Director of OWW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

***(Version Beginning FY 2021)***

The Director of OWW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient 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 recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director 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

***(Version FY 2019-2020)***

The recipient agrees to provide OWW with specific information regarding subawards ("subgrants") made under this award. The recipient 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 OWW 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 OWW 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 OWW through the Grants Management System with the Report Type marked "final," unless and until OWW issues updated instructions for report submission.

***(Version Beginning FY 2021)***

The recipient agrees to provide OWW with specific information regarding subawards (subgrants) made under this award. The recipient 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 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 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**

### Quarterly Federal Financial Reports

#### ***(Version FY 2019)***

The recipient agrees that it will submit quarterly financial status reports to OVW through the Grants Management System (GMS) (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortBy=1>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

#### ***(Version FY 2020)***

The recipient agrees that it will submit quarterly financial status reports to OVW through the DOJ grants system using the SF 425 Federal Financial Report form (available for viewing at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortBy=1>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

#### ***(Version FY 2021-2023)***

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

#### ***(Version FY 2024)***

The recipient agrees that it will submit quarterly Federal Financial Reports (SF-425) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 120 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the

award.

## 35

### Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, **(For FY 2019-2020)** as defined by 2 C.F.R. 200.80 or **(Beginning FY 2021)** 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 as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

## 36

### FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients 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 recipient obligations, which derive from FFATA, are posted on the OVV website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Reporting Subawards and Executive Compensation") and are incorporated by reference here.

## 37

### Subrecipient product monitoring

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or



sound) developed with OVV formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

## **38**

### Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

## **39**

### Publications disclaimer for STOP 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 the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

## **40**

### Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVV reserves 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 federal purposes, and to authorize others to do so.

OVV also reserves 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 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 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.

## **41**

Grantee orientation - mandatory attendance

The recipient agrees that the State Administrator for this award will attend an OVW grantee orientation for new state administrators, if the State Administrator has held that position for four years or fewer, as of the project period start date on this award. If there is a change in the State Administrator during the project period, the recipient agrees to send the new State Administrator, regardless of prior experience with this or any other federal award, to the next available OVW grantee orientation for new state administrators.

## **42**

Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

## **43**

Use of administrative funds to attend training

***(Version FY 2019-2020)***

The recipient agrees that, before using administrative funds to attend training and technical assistance events, including travel costs and/or registration costs, the recipient will seek approval from its program manager by submitting a Grant Adjustment Notice (GAN), along with an agenda and other relevant supporting documentation, to ensure that the training is a cost directly associated with

administering the STOP Program under 28 C.F.R. 90.17(b). The annual STOP Administrators meeting is excluded from this condition.

***(Version Beginning FY 2021)***

The recipient agrees that, before using administrative funds to attend training and technical assistance events, including travel costs and/or registration costs, the recipient will seek approval from its program manager and submit an agenda and other relevant supporting documentation to ensure that the training is a cost directly associated with administering the STOP Program under 28 C.F.R. 90.17(b). The annual STOP Administrators meeting is excluded from this condition.

## **44**

### Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

## **45**

### Required SAM reporting

***(Version FY 2019-2022 Note: Included "and FAPIIS" in condition title)***

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient 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.

***(Version Beginning FY 2023)***

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVV award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVV 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.

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

**46**

Prohibition on use of administrative funds for lobbying

The recipient agrees that no amount of the 10 percent administrative funds of this grant will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.

**47**

Ongoing compliance with statutory certifications

***(Version FY 2019-2022)***

The recipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the recipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

***(Version FY 2023)***

The recipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the recipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454

(regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

***(Version FY 2024)***

The recipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the recipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449(a)-(d) (rape exam payments), 34 U.S.C. § 10449(e) (judicial firearms notification), 34 U.S.C. § 10450 (costs for criminal charges and protection orders), 34 U.S.C. § 10451 (polygraph testing prohibition), 34 U.S.C. § 10454(1) (training for prosecutors), 34 U.S.C. § 10454(2) (victim-centered policies, and 34 U.S.C. § 10454(3) (compelling victim testimony), and 34 U.S.C. 10446(d)(6) (compliance with statutory award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

## **48**

Required funding allocations, including funding for culturally specific organizations

***(Version FY 2019-2023)***

The recipient agrees that, of the amount awarded, not less than 25 percent shall be allocated for law enforcement, not less than 25 percent shall be allocated for prosecutors, not less than 30 percent shall be allocated for victim services, and not less than 5 percent shall be allocated to courts. The recipient also agrees that of the 30 percent of funds allocated for victim services, 10 percent will be distributed to culturally specific community-based organizations. The recipient understands that "culturally specific" means "primarily directed toward racial and ethnic minority groups," which are defined by 42 U.S.C. 300u-6(g) as "American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics." Further, the recipient agrees to recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and activities for underserved populations are distributed equitably among those populations.

***(Version FY 2024)***

The recipient agrees that, of the amount awarded, not less than 25 percent shall be allocated for law enforcement, not less than 25 percent shall be allocated for prosecutors, not less than 30 percent shall be allocated for victim services, and not less than 5 percent shall be allocated to courts. The recipient also agrees that of the 30 percent of funds allocated for victim services, 10 percent will be distributed to culturally specific community-based organizations. The recipient understands that "culturally specific" means "primarily directed toward racial and ethnic minority groups," as defined by 34 U.S.C. § (a)(8). "Racial and ethnic minority group" is further defined by 42 U.S.C. § 300u-6(g) as "American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other

Pacific Islanders; Blacks; and Hispanics." Further, the recipient agrees to recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and activities for underserved populations are distributed equitably among those populations.

## **49**

### Sexual assault set-aside

The recipient agrees that not less than 20 percent of the amount granted shall be allocated for programs and projects in two or more allocations (victim services, law enforcement, prosecution, courts) that meaningfully address sexual assault, including stranger rape, acquaintance rape, alcohol or drug-facilitated rape, and rape within the context of an intimate partner relationship.

## **50**

Match requirement ***(Note: condition is not applicable to FY 2022)***

### ***(Version FY 2019-2021)***

The recipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. The recipient also agrees to the following:

- 1) The costs of projects awarded to victim service providers (non-profit organizations or governmental rape crisis centers not in territories) for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match.
- 2) Victim service providers receiving STOP subawards will not be required by the recipient to provide matching dollars.
- 3) The recipient will verify that victim service providers that are nonprofit organizations 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.
- 4) The recipient will provide no less than 25 percent matching funds for subawards awarded to victim service providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

### ***(Version Beginning FY 2023)***

The recipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including

administrative costs. The recipient also agrees to the following:

- 1) The costs of projects awarded to victim service providers (non-profit organizations or governmental rape crisis centers not in territories) for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match.
- 2) Victim service providers receiving STOP subawards will not be required by the recipient to provide matching dollars.
- 3) The recipient will verify that victim service providers that are nonprofit organizations 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.
- 4) The recipient will provide no less than 25 percent matching funds for subawards awarded to victim service providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

## **51**

### ***(FY 2019 Only)*** Maintaining contact information

The recipient acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the recipient must submit a Grant Adjustment Notice (GAN).

## **52**

### ***(FY 2019-2020 Only)*** Employment eligibility verification for hiring under the award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

## **53**

### ***(FY 2019-2020 Only)*** Unreasonable restrictions on competition under the award; association with federal government

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal

government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.

## **54**

***(FY 2019 and 2020 Only)*** Limitation on use of funds for awareness and public education

The recipient agrees that no more than 5 percent of its award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

## **55**

***(FY 2019 and 2020 only)*** Announcement of funding availability

The recipient agrees to provide OVW, 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).

## **56**

***(FY 2019 and 2020 only)*** Requirements for recipients and subrecipients providing legal assistance

The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.



## 57

### **(FY 2019 and 2020 only)** Equitable distribution of subawards

The recipient agrees, in making subawards under this award, to (1) give priority to areas of varying geographic size with the greatest showing of need based on the range and availability of existing domestic violence and sexual assault programs in the population and geographic area to be served in relation to the availability of such programs in other such populations and geographic areas, including Indian reservations; (2) determine the amount of subawards based on the population of the geographic area to be served; (3) equitably distribute monies on a geographic basis, including nonurban and rural areas of various geographic sizes; (4) recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and funds for underserved populations are distributed equitably among culturally specific and other underserved populations; and (5) take steps to ensure that eligible applicants are aware of the STOP Program funding opportunity, including applicants serving different geographic areas and culturally specific and other underserved populations.

## 58

### **(FY 2019-2020 only)** Methods of Administration requirement for state administering agencies

The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient 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."

## 59

### **(FY 2022 only)** Withholding of funds pending approval of state implementation plan

The recipient is prohibited from drawing down any funds until OVW has reviewed and approved the recipient's implementation plan. If the OVW review of the plan identifies any significant issues in terms of compliance with 34 U.S.C. 10446(c)(2) and (i), the recipient will have 60 days from the date of notification of the significant issues to submit a revised plan. If the recipient does not comply within that time, then OVW may deobligate the funds and close the award.

**Note:** The following link contains information on award conditions organized separately by fiscal year. To identify the information that applies to your award, you must know the award's fiscal year. If you are unsure which fiscal year and conditions apply to your award, contact your State Grant Administrator (CVS VAWA Planner). [Office on Violence Against Women \(OVW\) | Award Conditions](#)