NEVADA OFFICE OF THE ATTORNEY GENERAL
2014 VIOLENCE AGAINST WOMEN ACT
FORMULA GRANT AWARD

| SUBGRANTEE: | Las Vegas Justice Court |
| ADDRESS: | 200 Lewis Ave.  
Las Vegas, NV 89155 |
| PROJECT TITLE: | Southern Nevada Violence Against Women Act Collaboration |
| GRANT PERIOD: | January 1, 2015 - December 31, 2015 |
| STOP CATEGORIES/ | CT |

| SUBGRANT NO.: | 2014-VAWA-35 |
| CFDA No.: | 16.017/16.588 |
| (1) FEDERAL AWARD #: | 2013-WF-AX-0051 |
| (2) FEDERAL AWARD #: | |
| (3) FEDERAL AWARD #: | 2014-WF-AX-0056 |
| (4) FEDERAL AWARD #: | |
| FEDERAL FUNDS: | $70,000.00 |
| MATCHING FUNDS: | $23,333.33 |
| TOTAL GRANT AWD: | $93,333.33 |

### APPROVED BUDGET FOR PROJECT

<table>
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<tr>
<th>CATEGORY:</th>
<th>STOP</th>
<th>SASP</th>
<th>TOTAL COSTS</th>
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<td>Total</td>
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This award is subject to the federal guidelines established by the Violence Against Women Grants Office, Office of the Justice Programs.

☑ TERMS AND CONDITIONS: This project is approved subject to such special conditions or limitations as set forth on the attached page(s).

### AGENCY APPROVAL

Catherine Cortez Masto  
Attorney General  
Name and title of Appointing Official

By: Elizabeth C. Greb, NV STOP/SASP Administrator

<table>
<thead>
<tr>
<th>SUBGRANTEE ACCEPTANCE</th>
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<tbody>
<tr>
<td>Project Director Name/Title</td>
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<tr>
<td>CCR#/SAM Expiration Date:</td>
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Signature/Date: 12/18/14

Signature of Approving Official/Date: 9/25/2015

DUNS #
NEVADA OFFICE OF THE ATTORNEY GENERAL
2014 VIOLENCE AGAINST WOMEN ACT
FORMULA GRANT TERMS AND CONDITIONS
2014-VAWA-35

TERMS & ACRONYMS:

Adult – Age eighteen (18) years and over
Cash Match – Real cash contributed to the project
CBO – Community Based Organization
CCR – Central Contractor Registration
CFR – Code of Federal Regulations
DOJ – (U.S.) Department of Justice
DUNS – (Dun & Bradstreet) Data Universal Numbering System
EEOP – Equal Employment Opportunity Plan
EFT – Electronic Funds Transfer
FFATA – Federal Funding Accountability & Transparency Act
FSRS – FFATA Sub-award Reporting System
GPRA – Government Performance & Results Act
In-kind Match – Added value contributed to project from personnel, supplies, and operational expenses
Minor – Age newborn (<one (1)) through ten (10) years
MOA – Methods of Administration
Non-Offending – a significant other to the victim that is/was not directly involved in perpetrating abuse
NPO/NGO – Non-profit Organization/Non-governmental Organization
NRS – Nevada Revised Statutes
NVOAG – Nevada Office of the Attorney General
OCR – Office for Civil Rights
OIG – Office of the Inspector General
OMB – (White House) Office of Management & Budget
OVW – Office on Violence Against Women
PCN – Project Change Notice (AG-002)
PDF – (Adobe) Portable Document Format
PL – Public Law
PREA – Prison Rape Elimination Act
SAM – System for Award Management
SASP – Sexual Assault Service Providers
STOP - Service • Training • Officers • Prosecution
T Visa – Human Trafficking Visa
USC – United States Code
U Visa – Nonimmigrant Status Visa for certain crime victims
VAWA – Violence Against Women Act
Youth – Age eleven (11) through seventeen (17) years

Award Conditions include all Federal Flow Through (those grayed out are specific to NVOAG as the prime recipient). State of Nevada/NVOAG and any sub-recipient/sub-grantee specific conditions that are required to ensure full grant compliance. It is the responsibility of the sub-recipient/sub-grantee to know and comply with all applicable award conditions.

GENERAL COMPLIANCE CONDITIONS:

1. The NVOAG and sub-recipient/sub-grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the OVW Financial Grants Management Guide.

2. All awards are contingent upon NVOAG and sub-recipient/sub-grantee fully executing and returning the Award Documents. Full execution requires the signatures of the Project Director or Agency Director and President of the agency’s governing board, or equivalent position for governmental sub-recipient/sub-grantees on the award cover. These attached Terms and Conditions must also be reviewed and initialed by the same parties.

3. All sub-grant awards are contingent upon the sub-recipient/sub-grantee obtaining a current Vendor Registration Identification Number with the Nevada Office of the Controller and/or confirming the correct Vendor Number/payment address if their agency has multiple listings. This must be verified by the Fiscal Officer and returned with signed and initialed award documents. Verifications and corrections must be done by sub-recipient/sub-grantee on the Nevada Controller’s website: http://controller.nv.gov/VendorServices/Vendor_Services.html

4. Sub-recipient/sub-grantee agrees to begin implementation of their funded project activities no later than January 1, 2015 for a continuation or March 1, 2015 for newly awarded projects. One-twelfth (1/12) of the award’s value will be reverted to NVOAG for every month delay beyond these dates. If sub-recipient/sub-grantee is unable to begin timely, a written justification for a later start date must be submitted to and approved by the NVOAG grant manager. Failure to comply may result in complete forfeiture of sub-grant funding.

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Project Director Initials

Board President/Equivalent Initials
5. The NVOAG and sub-recipient/sub-grantee acknowledges that failure to submit an acceptable EEOP (if organization is required to submit one pursuant to 28 CFR. Section 42.302), that is approved by the OCR, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

6. The NVOAG understands and agrees that it has a responsibility to monitor its sub-recipients'/sub-grantees' compliance with applicable federal civil rights laws. The NVOAG agrees to submit written MOA for ensuring sub-recipients/sub-grantee compliance to the DOJ/OCR at 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 Program's Office for Civil Rights or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."

7. The NVOAG and sub-recipient/sub-grantee agrees to comply with the applicable requirements of 28 CFR Part 38, the DOJ regulation governing "Equal Treatment for Faith-Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that DOJ grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Sub-recipient/sub-grantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the NVOAG or a sub-recipient/sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

8. Sub-recipient/sub-grantee must have policies and procedures in place to adequately respond to and resolve complaints from those they serve and employ, including "whistle-blower" complaints. The NVOAG VAWA Grant Conflict Resolution policy and procedures is included and may be modified to suit sub-recipient/sub-grantee needs. (AG-012 and AG-012a)

9. The NVOAG and sub-recipient/sub-grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactorily and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.

10. The NVOAG and sub-recipient/sub-grantee understands and agrees that grant funds may be frozen if the NVOAG or sub-recipient/sub-grantee does not respond in a timely fashion to requests to address OIG or NVOAG audit findings and financial or programmatic monitoring findings.

11. Sub-recipient/sub-grantee agrees to submit an executed copy of the Statement of Sub-grant Audit Arrangements (AG-005) with executed award documents if applicable.

12. When applicable, sub-recipient/sub-grantee agrees to provide NVOAG with an electronic or hard copy of their most recent agency audit and annual reports by November 15, 2015.

13. The NVOAG agrees to comply with applicable requirements to report first-tier subawards of $25,000 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 sub-recipients of award funds. Such data will be submitted to the FFATA- FSRs. The details of recipient obligations, which derive from the FFATA Act of 2006, are posted on the OVW web site at: http://www.ovw.usdoj.gov/docs/ffata-award-term.pdf (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or nonprofit organization that he or she may own and/or operate in his or her name).

14. The NVOAG agrees to comply with applicable requirements regarding registration with the SAM (or with a successor government-wide system officially designated by OMB and OVW). The recipient also agrees to comply with and applicable restrictions on subawards to first-tier sub-recipients that do not acquire and provide a DUNS number. The details of recipient obligations are posted on the OVW web site at http://www.ovw.usdoj.gov/docs/sam-award-term.pdf

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Project Director Initials

Board President/Equivalent Initials

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15. All sub-recipient/sub-grantee awards are contingent upon sub-recipient/sub-grantee having and maintaining current CCR/SAM registration throughout the award period.

16. The NVOAG and sub-recipient/sub-grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the funding agency (OVW or NVOAG) determines that they are a high-risk organization. Cf. 28 CFR parts 66, 70.

17. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Federal Register 51225 (October 1, 2009), the Department encourages NVOAG and sub-recipient/sub-grantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18. The NVOAG and sub-recipient/sub-grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for NVOAG and sub-recipient/sub-grantees, available at http://www.ovw.usdoj.gov/recipients.html.

19. The NVOAG and sub-recipient/sub-grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at http://www.ovw.usdoj.gov/recipients.html.

20. The NVOAG and sub-recipient/sub-grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the VAWA of 1994, PL 103-322, the VAWA of 2000, PL 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC 3711 et seq., the Violence Against Women and DOJ Reauthorization Act of 2005, PL 109-162, and OVW's implementing regulations at 28 CFR Part 90.

21. The NVOAG and sub-recipient/sub-grantee must comply with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award. (Sub-recipients/sub-grantees refer to “Request for Applications State of Nevada 2014 STOP/SASP Violence Against Women Grant Programs.”)

22. Grant funds may be used only for the purposes included within the NVOAG and sub-recipient/sub-grantee approved applications. The NVOAG and sub-recipient/sub-grantee shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from OVW.

23. The NVOAG and sub-recipient/sub-grantee 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.

24. The Director of OVW, upon a finding that there has been substantial failure by the NVOAG 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 grant or cooperative agreement, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.

25. The NVOAG and sub-recipient/sub-grantee agrees that if they receive any funding that is duplicative of funding received under this grant, they will notify their OVW or NVOAG grant manager as soon as possible and a Grant Adjustment Notice (GAN) or Project Change Notice (PCN) will be issued changing the budget to eliminate the duplication, and the recipient agrees and understands that any duplicative funding will be deobligated from its award and returned to NVOAG or OVW.
26. The NVOAG 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. NVOAG participation is critical for effective administration of the STOP and SASP Formula Grant programs and to ensure adherence to statutory provisions.

27. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day or $81.25/hr. A detailed justification must be submitted to and approved by the OVW or NVOAG grant manager prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates at or below these specified amounts, NVOAG is required to maintain documentation to support all daily or hourly rates for consultants.

28. Sub-recipient/sub-grantee must submit project related sub-contracts and/or sub-awards to NVOAG for approval prior to implementation of contracted project activities.

29. The NVOAG and sub-recipient/sub-grantee agrees that awarded funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

30. Pursuant to 28 CFR §66.34, the OVW reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and (b) any work that is subject to copyright for which ownership was purchased by NVOAG (recipient or sub-recipient, contractor or subcontractor) with support under this award. In addition, the NVOAG (recipient or sub-recipient, contractor or subcontractor) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the NVOAG (recipient or sub-recipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

The NVOAG and sub-recipient/sub-grantee understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on NVOAG or sub-recipient/sub-grantee funds for noncompliance with any of the requirements of 42 USC 3796gg-4 (Victims of sexual assault must not personally bear the cost of a forensic sexual assault exam. Nor can they be compelled to cooperate with the criminal justice system in order to receive sexual assault forensic exam.). 42 USC 3796gg-4(e) (Failing to ensure judicial notification regarding federal firearms and ammunition sanctions.). 42 USC 3706gg-5 (regarding certain fees and costs), and 42 USC 3796gg-8 (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.

32. The only exception to prohibitions against requiring victim cooperation with the criminal justice system is in regard to victims applying for T or U Visas as per the legal requirements.

33. The NVOAG 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).

34. The NVOAG agrees in making sub-grants under this award to give priority to areas of varying geographic size with the greatest demonstration of need; to take into consideration the population of the geographic area to be served; to distribute monies equitably on a geographic basis, including nonurban and rural areas of various geographic sizes; and to identify and address the needs of underserved populations.

35. The NVOAG agrees to submit either a new or updated 3 year Implementation Plan developed in consultation and coordination with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence services programs in accordance with the following guidelines: (a) If NVOAG has not submitted a new implementation plan within the last year, one must be submitted to OVW within 60 days after the date of the award; or (b) If a new implementation plan was submitted in the last year, the NVOAG may elect to submit either an update of the most...
recent implementation plan, an entirely new implementation plan, or a letter indicating there was no change to the implementation plan within 120 days of the date of the award. Regardless if changes were made to the three year implementation plan, all states and territories must submit a copy of the state’s or territory’s most recent census data relating to underserved populations and submit this information along with the letter, new or revised implementation plan, as applicable. The NVOAG acknowledges that it may not obligate, expend, or draw down more than 10 percent of the award amount until it has submitted a letter, revised or new Implementation Plan, and a Grant Adjustment Notice has been issued removing this special condition.

36. VAWA requires that personnel providing any services with VAWA funding be qualified in their field and possess current and relevant experience and/or training in domestic, sexual and dating violence, and stalking. A timely plan and subsequent proof for providing grant personnel with applicable training must be submitted and approved by the NVOAG grant manager.

37. Sub-recipient/sub-grantee must provide job descriptions and resumes of staff funded or performing award related activities and staff that are used in full or part to satisfy match requirements. This should be submitted with executed award documents. Personnel changes and applicable job descriptions and resumes must be reported to and approved by NVOAG on a PCN within thirty (30) days of occurrence.

38. All sub-recipient/sub-grantee personnel involved in activities funded by this award must participate in and report on at least two (2) applicable training activities during the grant period. One (1) attended between January 1 and June 30, 2015 and a second (2) attended between July 1 and December 15, 2015. The training activity can be in person, web-based, via teleconference or videoconference. NVOAG must approve qualifying events if they are not clearly addressing domestic violence, sexual assault, dating violence or stalking.

39. Sub-recipient/sub-grantee agrees that any changes in federal or state law and/or policies regarding grant compliance become part of the award and these Terms and Conditions upon receipt of written notification by postal or electronic mail delivery.

Sub-recipient/sub-grantee agrees that non-compliance with any conditions contained within the application for funding instructions, these award documents and any future notifications regarding enacted federal or state legislation and/or grant policies may result in the forfeiture of award funding and sanctions or actions as deemed appropriate by the NVOAG, OVV or DOJ. This could include program and fiscal reviews and audits, and civil and/or criminal investigation potentially resulting in sub-recipient being placed in probationary status, repayment of grant funds, suspension of future NVOAG funding opportunities, debarment from all federal funding, and possible legal actions. Sanctions would continue until non-compliance findings have been successfully addressed.

41. The NVOAG agrees to comply with the provisions of 42 USC 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to ensure that any sub-recipient/sub-grantee meets these requirements.

42. Sub-recipient/sub-grantee must have a written confidentiality policy in place that includes the following condition: prohibition against the disclosure of a primary or secondary victim’s name, address, telephone number, e-mail address or any other potentially identifying information without the prior voluntary and term-limited written consent of the victim. By accepting these conditions, sub-recipient/sub-grantee certifies that the confidentiality policy they have adopted conforms to the privacy rights and obligations created by the VAWA and its reauthorizations, any other applicable federal or state laws, court rules, and rules of professional conduct applicable to the work performed by the organization.

43. Sub-recipient/sub-grantee must have policies and facilities in place to secure all confidential paper and electronic documentation referring directly to individual prime and secondary victims and/or any other potentially identifying information relating to individual victims. This condition also addresses information/documentation access, retention and destruction of information.

Sub-recipient/sub-grantee must retain all documents, including electronic records, related to this award for a minimum of three (3) years following the NVOAG acceptance of their final program and fiscal reports.
PROHIBITIONS:

48. The NVOAG and sub-recipient/sub-grantee agrees that grant funds will not support activities that compromise victim safety and recovery, 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, education, housing or marital status, income, race, color, ethnicity, religious or political affiliation, sexual orientation, gender identity, mental or physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify (including the threat of or actual incarceration of victims), or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

49. The VAWA Reauthorization of 2013 added a new civil rights provision that applies to all OVW grants issued in Federal Fiscal Year 2014 (October 1 – September 30) or after. This provision prohibits OVW NVOAG and sub-recipient/sub-grantee 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 NVOAG and sub-recipient/sub-grantee acknowledges that it will comply with this provision.

50. The NVOAG and sub-recipient/sub-grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The NVOAG and sub-recipient/sub-grantee 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 to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

51. Sub-recipient/sub-grantee understands and agrees that grant funds cannot be used to provide unsupervised cash or cash-equivalents directly to individuals receiving services. Every effort must be made to ensure that purchasing assistance only be used for eligible purposes such as emergency lodging, travel, food and emergency items, such as clothing, diapers, prescription medications, and toiletries. Ineligible uses such as alcohol, drugs, cigarettes, non-necessaries, or bartering for goods or services are strictly prohibited. Such cash, credit or purchasing cards are prohibited unless specifically approved by the NVOAG administrators.

52. The NVOAG and sub-recipient/sub-grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

53. The NVOAG and sub-recipient/sub-grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or the parents or legal guardians of such students.

54. The NVOAG and sub-recipient/sub-grantee agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence and/or stalking curriculum for prime or secondary schools. The NVOAG and sub-recipient/sub-grantee further agrees that grant funds will not be used to teach prime or secondary school students from an already existing curriculum.

55. The NVOAG and sub-recipient/sub-grantee agrees that grant funds will not be used to conduct prevention education, public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and outreach to victims about available services.

The NVOAG and sub-recipient/sub-grantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of
pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for Federal, State, Tribal or Local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

54. The NVOAG is prohibited from drawing down any funds from 2014 STOP grant until it submits an implementation plan that meets the requirements of 42 USC 3796gg-1(i) that was developed in consultation with the entities listed in 42 USC 3796gg-1(c)(2), and the plan has been approved by OVW. The NVOAG has 60 days from the date of award to come into compliance with this provision.

**STOP SPECIFIC CONDITIONS:**

55. The NVOAG agrees that no amount of the 10% administrative funding allowed under STOP grant funding will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.

56. The NVOAG agrees that of the 30% of STOP funds allocated to victim services, 10% will be distributed to culturally specific community-based organizations. The NVOAG understands that "culturally specific" means "primarily directed toward racial and ethnic minority groups," which are defined by 42 USC 300u-6(g) as "American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics." Further, NVOAG 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.

57. The NVOAG agrees that by March 7, 2015, not less than 20% of the amount granted shall be allocated for programs and projects in 2 or more funding categories (victim services, law enforcement, prosecution, courts) that meaningfully address sexual assault, including stranger rape, alcohol or drug-facilitated rape, and rape within the context of an intimate partner relationship.

58. The NVOAG and sub-recipient/sub-grantee acknowledges that the federal share of a STOP grant made under the state formula program may not exceed 75% of the total costs of the total projects described in the application, including administrative costs. The costs of projects awarded to victim service providers for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match. The sub-recipient/sub-grantee further acknowledges that NPO/NGO/CBO victim services programs receiving STOP sub-grants under the victim services allocation cannot be required by the State to provide matching dollars. The State, however, must provide no less than 25% matching funds unless granted a waiver or partial waiver by OVW.

59. The NVOAG agrees that service providers will not be required to provide match. The NVOAG will verify that victim service providers that are non-profit organizations will be 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.

60. NVOAG waives the match requirement for federally recognized Native American Tribes under any funding category.

61. The NVOAG and sub-recipient/sub grantee understands that STOP match may consist of a cash match or in-kind match. In-kind match must have a direct bearing on the funded project. Matching funds are restricted to the same uses as VAWA funds and must be expended within the sub-grant period. Match documentation must meet the same criteria as grant reimbursable expenditures. Expenditures applied as match for other federal, state or private funding, may not be used for VAWA match.

62. The NVOAG and sub-recipient/sub grantee understands match requirements cannot be funded from other direct or passed through federal funding sources. Specific Cash or In-kind match amounts cannot be applied to more than one program.

63. The NVOAG and sub-recipient/sub-grantee agrees that STOP funding may only be used to serve primary youth and adult victims of domestic, sexual and dating violence and stalking. Minors may only be served as secondary victims with an inextricable link to an eligible prime victim.
64. The NVOAG and sub-recipient/sub-grantee agrees that STOP grant funds will not be used to support the purchase of law enforcement equipment, including uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.

65. The NVOAG agrees that no more than 5% of the total 2014 STOP award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic or intimate partner violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and outreach to victims about available services.

66. The NVOAG and sub-recipient/sub-grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the NVOAG and sub-recipient/sub-grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under the STOP grant funds (A) has demonstrated expertise in providing legal assistance to victims of domestic or intimate partner 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 or intimate partner violence, dating violence, sexual assault, or stalking and related legal issues, including training on evidence-based risk factors for domestic, intimate partner, or 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 or intimate partner violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, or tribal law enforcement officials; (3) any person or organization providing legal assistance through this STOP grant funding has informed and will continue to inform state, local, territorial, or tribal domestic or intimate partner violence, dating violence, sexual assault, or stalking programs and coalitions, as well as appropriate state, local, territorial, or tribal law enforcement officials of their work; and (4) the organizational policies of the NVOAG and sub-recipient/sub-grantee do not require mediation or counseling involving offenders and victims physically together, in cases where domestic or intimate partner violence, dating violence, sexual assault, stalking, or child sexual abuse is an issue.

The NVOAG and sub-recipient/sub-grantee agrees that STOP grant funds may not be used to fund divorce or child custody expenses unless they are inextricably linked to victim safety or obtaining/continuing a legal Order of Protection. NVOAG grant administrator must approve such uses in advance.

PREA SPECIFIC CONDITIONS WITHIN STOP:

68. The State of Nevada has submitted an Assurance to Utilize Department of Justice Grants to Achieve Full Compliance with the National Standards to Prevent, Detect and Respond to Prison Rape. The NVOAG agrees to abide by the terms of that assurance, including notifying DOJ of any inaccuracy if the Chief Executive checked box 2 on the form. If the Chief Executive did not select box 2, then the NVOAG agrees that 4.75% of their total 2014 STOP award will be used to come into full compliance with the standards issued under PREA. The NVOAG will submit a plan for how the reallocated funds are to be spent, using a form supplied by OVW. The NVOAG agrees to follow the submitted plan unless a Grant Adjustment Notice is approved for a deviation.

69. Funds are withheld in the amount of 4.75% of the NVOAG total 2014 STOP award, which is the amount reallocated under PREA for the NVOAG to dedicate towards coming into full compliance with the standards issued under PREA. This condition will be released when the NVOAG submits a plan, on a form provided by OVW, for how the funds will be allocated and spent, and the plan is approved by OVW.

SASP SPECIFIC CONDITIONS:

70. The NVOAG agrees that the amount of SASP grant funding used for administrative purposes will not exceed 5%. Furthermore, the recipient agrees that no amount of administrative funding 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.

71. The NVOAG and sub-recipient/sub-grantee acknowledges that at least 95% of SASP funds may only be used for the provision of direct intervention and related assistance to victims of sexual violence provided by NPO/NGO/CBO.
providers, including 24-hour crisis line services, medical and criminal justice/civil legal accompaniment, advocacy, and short-term individual and group support counseling.

72. The NVOAG and sub-recipient/sub grantee understands SASP 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 and/or Sexual Assault Nurse Examiners.

73. The NVOAG and sub-recipient/sub grantee understands SASP funding may be used to provide direct services to both primary and secondary (non-offending) victims of sexual assault/abuse. SASP may be used for victims of all ages; there are no age restrictions on serving minors, youth or adults.

74. The NVOAG will verify that sub-recipients/sub-grantees, except governmental rape crisis centers and tribal government programs, will be 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.

REPORTING CONDITIONS:

75. The sub-recipient/sub-grantee agrees to provide and cooperate with any assessments, information or documentation requests from NVOAG necessary to evaluate project progress, compliance and to process reimbursements.

76. The NVOAG and sub-recipient/sub-grantee agrees to provide mandated program reporting data in the aggregate so as not to identify specific victims.

77. Under the GPRA and VAWA 2000 and subsequent legislation, the NVOAG and sub-recipient/sub-grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the NVOAG and sub-recipient/sub-grantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures. Information that must be collected under GPRA and VAWA 2000 includes, but is not limited to: 1) number of victims receiving requested services; 2) number of persons seeking services who could not be served; 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents; 4) number of sexual assault nurse examiners trained; and 5) number of victim advocates supported by grant funding.

78. The NVOAG and sub-recipient/sub-grantee agrees to provide OVW and NVOAG with specific information regarding awards made under this program. The sub-recipient/sub-grantee 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 the activities carried out with the amounts made available to carry out the program, including number of persons served and the numbers of persons seeking services who could not be served; (c) information on each sub-grant awarded; and (d) such other information as OVW and/or NVOAG may prescribe. The Annual Progress Report for STOP Violence Against Women Formula Grant and/or the Annual Progress Report for the SASP Formula Grant Program form are to be completed by sub-recipient/sub-grantee and submitted no later than January 15, 2015. NVOAG is required to submit this report after the end of each calendar year but no later than March 30 each year. Recipients are required to submit this information on the Annual STOP and/or SASP Administrators’ Report form (which is to be completed by State Administrator).

79. Sub-recipient/sub-grantee agrees to submit the Annual Progress Report electronically to the NVOAG in PDF format only by January 15, 2016. Sub-recipient/sub-grantees receiving funding from both STOP and SASP must track data accordingly and submit an Annual Progress Report for each funding source. This Annual Progress Report also qualifies as the Final Report in combination with the Monthly Financial Report for December 2015.

80. Sub-recipient/sub-grantee agrees to provide NVOAG with a Semi-Annual Narrative Report (AG-004) detailing progress made on stated goals from January – June 2015. This report is due no later than July 31, 2015.

81. Sub-recipient/sub grantee understands training compliance for sub-recipient personnel involved with this award must be documented by event title, date and sub-grant attendees on the Semi-Annual Narrative Report or within the Annual Report narratives.
82. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the OVW through the Grants Management System with the Report Type indicated as "Final".

83. The NVOAG agrees that it will submit quarterly financial status reports to OVW on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), 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.

84. Sub-recipient/sub-grantee understands all financial reimbursements are contingent upon full compliance with sub-recipient/sub-grantee award conditions. Unfulfilled compliance requirements lasting longer than sixty (60) calendar days may result in forfeiture of this award.

85. This is a cost reimbursable award. Sub-recipient/sub-grantee agrees to submit Monthly Reimbursement Reports (MFR: AG-013) to NVOAG with all necessary back-up documentation to justify expenditures. MFR is to be submitted no later than ten days of the month following the claim period (i.e. January 2015 MFR is due by February 28, 2015). An MFR must be submitted monthly even if no reimbursement funds are requested. Signed MFR and back up may be scanned and submitted electronically, faxed or mailed to NVOAG. (There is no need to express mail the MFR and back up documentation.)

86. NVOAG reserves the right to refuse MFR claims submitted past the date due. NVOAG also reserves the right to alter MFR due dates at the end of the grant period or in response to unforeseen circumstances upon electronic notification to sub-recipient/sub-grantee.

87. Sub-recipient/sub-grantee agrees that all project expenditure reimbursements from NVOAG will be via EFT per NRS 227.185.

88. The NVOAG and sub-recipient/sub-grantee agrees that all income generated as a direct result of this award shall be reported as program income and must be accounted for and used in its entirety for the purposes of this VAWA funded project. This includes, but is not limited to client fees, registration fees and sales of products or services developed under this award. If income is derived from multiple funding sources, then it must be applied proportionately to the VAWA funded program.

89. The NVOAG and sub-recipient/sub-grantee agrees that program income is restricted to the same uses as awarded VAWA funds and must be expended within the sub-grant period. Program income documentation must meet the same criteria as grant reimbursable expenditures. Program income derived from activities funded under this award may be used as cash match for this funded project and may not be applied as matching funds for other federal, state or private funding.

90. The NVOAG and sub-recipient/sub-grantee agrees to submit one copy of all required reports and any other written materials or products that are funded under the project to OVW or NVOAG grant manager not less than twenty (20) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it must be revised to address these concerns or the recipient will not be allowed to use project funds to support the further development or distribution of the materials.

91. The NVOAG understands all materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. __________________ awarded by the OVW, 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 Department of Justice, OVW.

92. The sub-recipient/sub-grantee understands all materials and publications (written, visual, or sound) resulting from sub-grant award activities shall contain the following statements: "This project was supported under (include all applicable federal grants by award number) awarded by the state administering office for the 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, OVW. " Federal Award numbers can be found in the heading of the Sub-grant Award Document.

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

Office of the Attorney General
VAWA Grant Administration & Investigations Division
100 North Carson Street
Carson City, Nevada 89701-4717
E-mail: egreb@ag.nv.gov
Phone: (775) 684-1148
Fax: (775) 684-1102

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530
E-mail: oig.hotline@usdoj.gov
Hotline (English & Spanish) (800) 869-4499
Hotline Fax: (202) 616-9881

Additional information is available from the DOJ/OIG website at www.usdoj.gov/oig, or by contacting the NVOAG.

SUB-GRANTEE SPECIFIC CONDITIONS:

94. Sub-grantee understands and agrees that this grant funding cannot be used for enhanced offender management services to include house arrest and/or SCRAM/GPS monitoring of offenders.