

2019

United States Department of Justice Office on Violence Against Women

STOP FORMULA GRANT PROGRAM

SERVICES + TRAINING + OFFICERS + PROSECUTION

Request for Proposals State of Vermont

Multi-disciplinary teams working together to improve our response to the crimes of domestic violence, sexual violence, dating violence, & stalking by building trust, credibility and promoting a culture of inclusiveness, comfort and community.

Issue Date: Wednesday, June 6, 2018

Intent to Apply Due Date: Tuesday, July 31, 2018

Proposal Due Date: Friday, September 7, 2018

Notification Date: Friday, September 21, 2018

1st Award Period: July 1, 2019-June 30, 2020

to be annually renewed, non-competitively in the three following years ending June 30, 2023, amounts pending federal funding



CENTER FOR CRIME VICTIM SERVICES

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ANNOUNCEMENT

The Vermont Center for Crime Victim Services is the agency responsible for the administration of the Violence Against Women Act: Services, Training, Officers, and Prosecution (VAWA STOP) Grant. This is a formula grant program which is made available through the United States Department of Justice Office on Violence Against Women.

The purpose of this document is to provide guidance to Vermont applicants submitting proposals for the Federal Fiscal Year (FFY) 2019 STOP Grant, the criteria and process from which the proposals will be evaluated and the contractual terms that will govern the relationship between the State of Vermont and the award recipients.

OVERVIEW OF PROGRAM

The Office on Violence Against Women (OVW) is a component of the United States Department of Justice (DOJ). Created in 1995, OVW implements the Violence Against Women Act (VAWA) and subsequent legislation and provides national leadership on issues of sexual assault, domestic violence, dating violence, and stalking. Since its inception, OVW has supported a multifaceted approach to responding to these crimes through implementation of grant programs authorized by VAWA. By forging state, local and tribal partnerships among police, prosecutors, judges, victim advocates, health care providers, faith leaders and others, OVW grants help provide victims with the protection and services they need to pursue safe and healthy lives, while improving communities' capacity to hold offenders accountable for their crimes.

On Thursday, May 11, 1995 the Department of Justice announced that Vermont would receive the first grant in the United States by the Clinton Administration under the Violence Against Women Act, totaling \$426,000. This provided funding for domestic violence shelters, crisis centers, domestic violence prosecutors, victim advocates and domestic violence hotlines throughout the state. Since then Vermont has honored and made manifest the goals of the Violence Against Women Act (VAWA) by working to synthesize the collective knowledge, skills and roles of the diverse professionals who intervene on behalf of individuals who have been exposed to intimate partner violence. Through the years it has become clear that the efficacy of the criminal justice system in response to intimate partner violence is directly related to the innovative strategies, mutual respect and interplay of law enforcement, victim advocacy, prosecution and the courts.

This solicitation provides program and application guidelines for Federal Fiscal Year 2019 (for subgrants starting July 1, 2019 funding, including guidelines for complying with requirements of the Violence Against Women Act (VAWA), as amended. By statute, the STOP Formula Grant Program supports communities in their efforts to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women and to develop and strengthen victim services in cases involving violent crimes against women.

PURPOSE AREAS

In FY 2018, funds under the STOP Formula Grant Program may be used for the following purposes, pursuant to 34 U.S.C. § 10441(b), since these are governed by the Violence Against Women's Act, we do not expect that these will change regarding grants from the FY 2019 STOP grant:

1. Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking, including the appropriate use of nonimmigrant status under subparagraphs (T) and (U) of section 101(a)(15) of the Immigration and Nationality Act (8 U.S.C. § 1101(a)).
 2. Developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking.
 3. Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking, as well as the appropriate treatment of victims.
 4. Developing, installing, or expanding data collection and communication systems, including computerized systems, linking police, prosecutors, and courts or for the purpose of identifying, classifying, and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking.
 5. Developing, enlarging, or strengthening victim services and legal assistance programs, including sexual assault, domestic violence, dating violence, and stalking programs, developing or improving delivery of victim services to underserved populations, providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of sexual assault, domestic violence, dating violence, and stalking.
 6. Developing, enlarging, or strengthening programs addressing the needs and circumstances of Indian tribes in dealing with violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking.
 7. Supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by state funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking.
 8. Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.
 9. Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of sexual assault, domestic violence, dating violence, or stalking, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, and other victim services to such older and disabled individuals.
 10. Providing assistance to victims of domestic violence and sexual assault in immigration matters.
 11. Maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families.
 12. Supporting the placement of special victim assistants (to be known as “Jessica Gonzales Victim Assistants”) in local law enforcement agencies to serve as liaisons between victims of sexual assault, domestic violence, dating violence, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders. Jessica Gonzales Victim
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Assistants shall have expertise in sexual assault, domestic violence, dating violence, or stalking and may undertake the following activities:

- a. developing, in collaboration with prosecutors, courts, and victim service providers, standardized response policies for local law enforcement agencies, including the use of evidence-based indicators to assess the risk of domestic and dating violence homicide and prioritize dangerous or potentially lethal cases;
 - b. notifying persons seeking enforcement of protection orders as to what responses will be provided by the relevant law enforcement agency;
 - c. referring persons seeking enforcement of protection orders to supplementary services (such as emergency shelter programs, hotlines, or legal assistance services); and
 - d. taking other appropriate action to assist or secure the safety of the person seeking enforcement of a protection order.
13. Providing funding to law enforcement agencies, victim services providers, and state, tribal, territorial, and local governments (which funding stream shall be known as the Crystal Judson Domestic Violence Protocol Program) to promote:
- a. the development and implementation of training for local victim domestic violence service providers, and to fund victim services personnel, to be known as “Crystal Judson Victim Advocates,” to provide supportive services and advocacy for victims of domestic violence committed by law enforcement personnel;
 - b. the implementation of protocols within law enforcement agencies to ensure consistent and effective responses to the commission of domestic violence by personnel within such agencies such as the model policy promulgated by the International Association of Chiefs of Police (“Domestic Violence by Police Officers: A Policy of the IACP, Police Response to Violence Against Women Project” July 2003)); and
 - c. the development of such protocols in collaboration with state, tribal, territorial and local victim services providers and domestic violence coalitions.
 - d. Note: Any law enforcement, state, tribal, territorial, or local government agency receiving funding under the Crystal Judson Domestic Violence Protocol Program, and any subgrantee of such an agency, shall (1) receive specialized training, on an annual basis, from domestic violence and sexual assault nonprofit organizations on the topic of incidents of domestic violence committed by law enforcement personnel and (2) provide a report to the Department of the protocol(s) adopted in connection with the Crystal Judson Domestic Violence Protocol Program, including a summary of progress in implementing such protocol(s), once every two years. States and territories must notify and provide OVW with a list of subgrantee recipients awarded STOP funds under the Crystal Judson Domestic Violence Protocol Program, and ensure that all subgrantees satisfy the requirements of this paragraph.
14. Developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to sexual assault, domestic violence, dating violence, and stalking.
15. Developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault.
16. Developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution of sexual assault cases and the appropriate treatment of victims.
17. Developing, enlarging, or strengthening programs addressing sexual assault against men,
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- women, and youth in correctional and detention settings.
18. Identifying and conducting inventories of backlogs of sexual assault evidence collection kits and developing protocols and policies for responding to and addressing such backlogs, including protocols and policies for notifying and involving victims.
 19. Developing, enlarging, or strengthening programs and projects to provide services and responses targeting male and female victims of sexual assault, domestic violence, dating violence, or stalking, whose ability to access traditional services and responses is affected by their sexual orientation or gender identity, as defined in section 249(c) of title 18 [of the United States Code.]
 20. Developing, enhancing, or strengthening prevention and educational programming to address sexual assault, domestic violence, dating violence, or stalking, with not withnot more than 5 percent of the amount allocated to a state to be used for this purpose.

OVW PRIORITY AREAS

The emphasis of the STOP Formula Grant Program continues to be on the implementation of comprehensive strategies addressing violence against women that are sensitive to the immediate and long-term needs and safety of victims and hold offenders accountable for their crimes. We seek to carry out these strategies by forging lasting partnerships between the victim advocacy organizations and the criminal justice system, and by encouraging communities to look beyond traditional resources. We are open to new partners, including community-based organizations, to respond vigorously to sexual assault, domestic violence, dating violence, and stalking crimes.

OVW's FY 2018 Priority Areas are as follows. If there are any significant changes to these priority areas that affect any selected proposals for the FY 2019 cycle, we will make grant adjustments prior to finalizing the sub-award.

1. Improve services for and/or the response to victims of sex trafficking and other severe forms of trafficking in persons who have also experienced domestic violence, sexual assault, dating violence, or stalking.
2. Increase support for survivors of sexual assault, including services, law enforcement response, and prosecution.
3. Meaningfully increase access to OVW programming for specific marginalized and/or underserved populations (based on race, ethnicity, sexual orientation, gender identity, disability, age, etc.).
4. Increase the use of promising, evidence-based, and evidence-building practices, where available.

Accommodations and Language Access

Applicants are encouraged to allocate grant funds to support activities that help to ensure individuals with disabilities, Deaf individuals and persons with limited English proficiency have meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services, language interpretation and translation services, or the purchase of adaptive equipment.

VERMONT PRIORITY AREAS

The priority areas for this solicitation were informed by the STOP Implementation planning process that began in 2015, culminating in the 2017 STOP Implementation Plan. This implementation plan cycle involved a survey which was conducted in the spring of 2015. The survey questions were informed from a literature review of best practices in responding to cases of domestic and sexual violence as well as input from the state's STOP advisory team. A total of 232 professionals from advocacy, law enforcement, and prosecutors' offices responded to the survey. In addition to the survey, the Center for Crime Victim Services convened nine STOP listening sessions from 11/16/2015 to 6/21/2017. These meetings were either grouped per the entities listed in 42 U.S.C.3796gg-1(c)(2), such as law enforcement, state coalition, or population specific organizations or the sessions were interdisciplinary in nature. The total attendance of the listening sessions was 169 individuals.

Vermont Priority Areas

- **Strengthen Core Victim Services through Interdisciplinary Collaboration:** Collaboration and the development of a comprehensive strategy to effectively respond to crimes of domestic violence, sexual assault, dating violence and stalking are cornerstones of Vermont's STOP mission. Vermont's STOP mission affirms that it is a fundamental human right to be safe in one's home and interpersonal relationships. If that right is violated, then a trained, multidisciplinary team of law enforcement, victim advocacy, and prosecution, in concert with a responsive court system, should work for the victim towards the goals of safety, justice and offender accountability. Applications from dedicated STOP teams are encouraged under this solicitation.

Regional STOP Teams: Proposals will also be considered for multi-county STOP teams in those areas of Vermont that are less populated, have lower caseloads and/or are jointly managed in the court system.

Special consideration will be given to applications that enhance culturally sensitive services to include all populations regardless of sexual orientation, gender identity, race, ethnicity, and/or religion (e.g. lesbian, gay, bisexual, transgender, questioning [LGBTQ], individuals with limited English proficiency, immigrant/refugee communities, people of color, elderly, people with disabilities, First Nation Tribes, and/or people in rural isolation).

- **Increase the utilization of successful strategies that reduce the burden of domestic and sexual violence victims' participation in the prosecution process,** especially in those instances where testimony may exacerbate the trauma of victimization.

The 2015 STOP self-assessment survey revealed that only 30% of the prosecutors' offices responding have used expert witnesses, citing factors of time and resources severely limiting the use of expert witnesses in trials. Increasing the use of expert witnesses was deemed a critical goal especially in cases of sexual violence, where victim behavior often seems antithetical to the charges at hand.¹

Vermont does have a list of expert witnesses; however, it needs to be built upon, especially in the more rural areas of the state where the resources are not as robust. What is not lacking in Vermont

¹ Longsway, Kimberly Ph.D. 2005, The Use of Expert Witnesses in Cases Involving Sexual Assault, End Violence Against Women International

is a cadre of talented professionals; law enforcement officers, medical professionals, psychologists, psychiatrists, and social workers, who may be able to testify as expert witnesses. Proposals that incorporate the identification and training of expert witnesses will be given special consideration.

- Complement the vision of Vermont’s Judiciary that states, “the people of Vermont will have trust and confidence in the Vermont state courts because the courts are fair, impartial, accessible, consistent, free of discrimination, independent, and well-managed,” by supporting front-line judges, law enforcement and court personnel to uphold this value by adopting the **principles of procedural justice**.

An aspect of procedural justice that is a priority for the state is the incorporation of evidence-based **pretrial risk assessments and lethality assessments** for domestic and sexual violence cases. This is to build more consistent trauma-informed responses by the judiciary, and increase victim safety. This will require a careful review of how pretrial release decisions are currently being made in the state, a service needs assessment and a determination on which pretrial risk factors are most important to consider and which models would be most appropriate to adopt in Vermont. Once a determination is made, court personnel who implement pre-trial risk assessments will need to be trained on its use. Special attention will be given to proposals which include partnerships with the judiciary to achieve this goal.

- **Reduction of Domestic Violence Homicides**: The State of Vermont’s Fatality Review Commission (supported by OVW) has established that since 1994, far too many of homicides in Vermont were domestic violence related, and 56% of those homicides were committed with guns.

Proposals will be considered that do one or all the following;

- Address the reduction of domestic violence homicides through the increased implementation of concrete, research-based danger and lethality assessments that enhance collaboration between law enforcement, advocacy, and prosecution.
- Support the development of policies that ensure enforcement of relief from abuse order provisions requiring relinquishment of firearms and other significant requirements.
- Develop protocols for swift enforcement of violations of conditions of release that includes appropriate support and services for the victim.
- Enhance collaboration with regional probation and parole to provide a continuum of victim services and ensure corrections based programming and decision making for victim safety and offender accountability and rehabilitation.

ACTIVITIES THAT COMPROMISE VICTIM SAFETY AND RECOVERY

The following activities have been found to jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions; and therefore, STOP funds may not be used to support these activities:

1. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or gender of their children;¹
 2. Procedures or policies that compromise the confidentiality of information and/or privacy of
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- persons receiving OVW-funded services;
3. Procedures or policies that require victims to take certain actions (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.) in order to receive services;
 4. Procedures or policies that fail to include conducting safety planning with victims;
 5. Project design and budget that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or who are Deaf or hard of hearing;
 6. The use of pre-trial diversion programs without prior OVW review and approval of the program or the automatic placement of offenders in such programs;
 7. Couples counseling, family counseling, or any other manner or joint victim-offender counseling as a routine or required response to sexual assault, domestic violence, dating violence, or stalking, or in situations in which child sexual abuse is alleged;
 8. Offering or ordering anger management programs for offenders as a substitute for batterer's intervention programs;
 9. Policies or procedures that require victims to report the crime to law enforcement, participate in the criminal justice system, or seek a protection or restraining order against the offender, and penalize them for failing to do so.
 10. Procedures or policies that deny victims and non-abusing parents or caretakers and their children access to services based on their involvement with the perpetrator;
 11. Requiring survivors to meet restrictive conditions in order to receive services (e.g. background checks of victims; clinical evaluations to determine eligibility for services; etc.) or other screening processes that elicit information that is not necessary for services, such as questions about immigration status, gender identity, sexual orientation, disability, physical or mental health, and work or criminal history that the service provider does not need to know about to provide services safely;
 12. Relying on batterer intervention programs that do not use court monitoring to hold batterers accountable for their behavior;
 13. Policies and procedures that fail to account for the physical safety of victims;
 14. Enforcing or promoting nuisance abatement ordinances, crime-free housing ordinances, or crime-free lease addenda (often associated with crime-free housing programs) that require or encourage the eviction of tenants or residents who may be victims of domestic violence, sexual assault, dating violence or stalking. See also the U.S. Department of Housing and Urban Development for [guidance](#) on how such ordinances and addenda may violate the Fair Housing Act; and
 15. Policies or procedures that require testing of sexual assault forensic evidence in cases where the victim obtained a medical forensic exam but has not chosen to participate in the criminal justice system.

UNALLOWABLE ACTIVITIES

- Research projects (This does not include program assessments conducted only for internal improvement purposes).
 - Lobbying (**except with explicit statutory authorization**)
 - Fundraising
 - Purchase of real property
 - Construction
 - Physical modifications to buildings, including minor renovations (e.g. painting or carpeting)
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PROGRAM SPECIFICATIONS

- Supporting Men:** While most crimes of intimate partner violence are committed by men against women, the reauthorization of VAWA 2013 brought a new nondiscrimination grant condition stipulating that *STOP sub-recipients may not exclude any person from receiving grant-funded services based on their sex*. This provision states that “if sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual’s sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.” Congress also added two new STOP purpose areas (see STOP purpose areas 17 and 19) that specifically address crimes against male victims.
 - Resource-** Use the following link to access Frequently Asked Questions regarding the Nondiscrimination Grant condition in the Violence Against Women Reauthorization Act of 2013: <http://www.justice.gov/sites/default/files/ovw/legacy/2014/06/20/faqs-ngc-vawa.pdf>
- Children:** The STOP program is intended to assist victims who are adults or youth. STOP funds targeting youth should primarily be directed to projects that focus on adult and youth (age 11-24) who are victims of domestic violence, dating violence, sexual assault, or stalking. The reauthorization of VAWA in 2013, added that STOP funds may also support “complimentary new initiatives and emergency services for victims and their families.” Therefore, STOP funds may support services for secondary victims such as children who witness domestic violence. STOP funds can be used to address child sexual abuse, provided the abuse occurred or continued when the victim was age 11 or older.

ALLOCATION

Vermont’s FFY 18 STOP grant was \$827,233. It is estimated that the FFY 19 grant will be within that range. Of this amount, Vermont is federally mandated to allocate:

- 25 percent for law enforcement,
- 25 percent for prosecutors,
- 30 percent for victim services (of which at least 10% must be distributed to culturally specific community based organizations),
- 5 percent to state and local courts, and
- 15 percent for discretionary distribution.

20% of STOP funds must meaningfully address sexual assault and be distributed across at least two STOP disciplines.

MATCH

There is a 25% match requirement imposed on grant funds under the STOP Formula Grant Program. A grant made under this program may not cover more than 75 percent of the total costs of the project(s) being funded.

The applicant must identify the source of the 25 percent non-Federal portion of the budget and how match funds will be used. Applicants may satisfy the required match with either cash or in-kind services.

Cash or in-kind resources used as match must be directly related to the project goals and objectives; be documented; and clearly show the source, amount, and timing of all matching contributions. Sources of match are restricted to the same uses allowed under the VAWA STOP program.

Subgrants to victim service providers for victim services can be excluded from the total costs. For a subgrant to qualify under this exclusion, the recipient must be an organization that is recognized by the IRS under section 501(c)(3) of title 26 (unless it is a tribal governmental organization or a governmental rape crisis center not in a territory).

VAWA 2005, as amended, created a new provision eliminating match in certain circumstances and providing match waivers in other circumstances. Applicants who wish to apply for a waiver may do so by submitting a separate letter with the reason or justification for the request.

ELIGIBILITY

Applicants must not have any outstanding debt to the STATE OF VERMONT.

The following entities are eligible to submit applications for VAWA STOP funding:

Law Enforcement

- 1) Vermont State Police
- 2) Sheriff's Departments
- 3) Town and Village Police Departments

Prosecution

- 1) Vermont State's Attorneys' Offices
- 2) Vermont Attorney General's Office

Victim Service Providers

- 1) Non-profit, non-governmental domestic violence or sexual assault victim service organizations
- 2) Faith Based and Community Organizations (eligible under STOP VAWA)

Vermont Judiciary

State Recognized Abenaki Nation Tribal Governments

TERM OF SUBGRANT

Projects will be funded for four years pending federal awards to state.

Subgrant awards will be renewed yearly.

Subrecipient's failure to comply with any condition of the grant agreement may result in the immediate suspension or cancellation of the grant award.

APPLICATION REQUIREMENTS and EVALUATION OF PROPOSALS

Instructions for Submission

Issue Date: Wednesday, June 6, 2018

Intent to Apply Due Date: Tuesday, July 31, 2018

Proposal Due Date: Friday, September 7, 2018

Notification Date: Friday, September 21, 2018

1st Award Period: July 1, 2019-June 30, 2020

to be annually renewed, non-competitively
in the three following years ending
June 30, 2023, amounts pending federal funding

Intent to apply and applications must be submitted electronically to:

Attn: Grants Manager

financial.reports@ccvs.vermont.gov

Vermont Center for Crime Victim Services

Please indicate in the email subject line: STOP Application FFY 2019 and the name of your agency

Applications for funding will be competitively scored.

Required Elements

- 1) Proposals must meet one or more of the [Statutory Purpose Areas](#) as outlined in the Violence Against Women Act.
 - 2) Proposals should include at least one [OVW Program Priority Area](#) and at least one [Vermont Priority Area](#).
 - 3) **ADDITIONALLY, APPLICATIONS SHOULD MEET ONE OF THE FOLLOWING**
 - a. Should promote interdisciplinary collaboration between law enforcement, victim services, prosecution, and the courts to enhance the immediate and long-term safety of victims of domestic violence, sexual assault, dating violence and/or stalking, while holding offenders accountable.
-OR-
 - b. Provide an innovative solution in response to crimes of dating violence, domestic violence, sexual assault and/or stalking that can serve as a pilot program for statewide benefit.
 - 4) **All STOP applications require documentation of consultation with an applicant's local Vermont Network Against Domestic and Sexual Violence Program, or the Vermont Network's central office**, if more applicable. Use this link to access a list of the Vermont Network Programs; <https://vtnetwork.org/get-help/>. The number for the central office is; (802) 223-1302.
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Checklist

Project Narrative

(Limit 7 pages double spaced, no smaller than 12-point font)

- 1) A **title** that emphasizes the key elements of the proposal.
- 2) A **brief problem statement** that specifically details the need for these funds as it relates to the VAWA STOP Purpose areas and VAWA and Vermont STOP Priority areas.
- 3) A description of the **geographic area** in which the services will be provided. This *may* include population information, number of families in the area, age demographics (elderly and youth), industry, employment opportunities, unemployment figures, poverty levels, or other information that the applicant feels is important in painting a picture of the area to be served. And, a description of the **population to be served**. Will this proposal target individuals who are victims of crime categories (e.g. domestic or sexual violence) or specific underserved populations such as elderly, youth, and people of color, tribal populations or LGBTQ? Does this proposal address a service-need such as legal services or gun storage that may potentially benefit a broad range of victims of intimate partner violence?
- 4) A description of the **need** for these services. This section *may* include statistics relating to crimes of intimate partner violence specific to this jurisdiction, the types of services that are (or are not) available in the area, educational opportunities, transportation, or housing needs. What are trends in this service area relating to crimes of intimate partner violence? What are the gaps in services for victims of domestic violence, sexual violence, dating violence and stalking in this area? What are the barriers that make it difficult to deliver services that ensure client safety? How will this proposal address those needs?
- 5) Please address the barriers that prevent some victims of sexual or domestic violence from accessing help from programs in your area. What will your proposal do to improve response to the crimes of domestic violence, sexual violence, dating violence, & stalking by building trust, credibility and promoting a culture of inclusiveness, comfort and community.

Cover Sheet

See cover sheet under separate attachment. Please fill out a separate cover sheet for each organization that is part of your STOP team MOU.

Project Budget

See budget worksheet under separate attachment. Please fill out a separate budget and worksheet for each organization that is part of your STOP team MOU. **Note:** All line items in the budget will be subject to approval upon review, in relation to federal grant requirements and justification. Budgets should include information on the project administration to include:

- A summary of the scope of work for the grant funds requested
 - Job Descriptions
 - The STOP grant requires that at least 20% of the funding to the state is dedicated to crimes of sexual assault. This set-aside must come out of at least two of the STOP allocations of Law Enforcement, Prosecution, Advocacy and the Courts. If possible, please build a budget that shows how at least 20% of your programming will be dedicated to sexual assault.
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When creating your budgets please be mindful of the limitations of this grant. Ideally, Vermont would have fully funded, and dedicated STOP teams that respond to crimes of domestic and sexual violence in each of Vermont's counties. While professionals from all these disciplines respond to these crimes in each of the counties, most criminal justice professionals and advocates must also divide their time to include the broader spectrum of victim services. This grant is meant to enhance these activities. The entire state must divide this \$830,000 formula grant as follows; 25% to law enforcement, 25% to prosecution, 30% to victim advocacy, 15% to discretionary categories, and 5% to the courts; please consider the following ranges when building your budgets;

Discipline	Number of sub-grants	Range in \$ Amounts
Prosecution	up to 5	\$27,000-\$90,000 ²
Law Enforcement	up to 6	\$11,000-\$42,000
Victim Advocacy	Up to 13	\$9,000-\$36,000
Courts	1	\$42,000

Memorandum of Understanding MOU

Documentation of collaboration in the development of the proposal is required for all STOP team applications. MOUs for STOP teams need to include representatives from the disciplines of law enforcement, prosecution, and advocacy, which identify the participation and commitment of all parties in the planning and execution of this proposal. A good MOU will include:

- A summary of each agencies accomplishments
- An introduction of each MOU individual, their respective STOP professional affiliation, and the experience and/or dedication that they bring to the team.
- A description of the partner agencies and their inter-agency relationships.
- A plan which clearly details the roles of these individuals.
- The benefits that will arise as a result of this collaboration

Here is a link to a memorandum of understanding template from the Office on Violence Against Women;

<http://www.justice.gov/sites/default/files/ovw/legacy/2008/10/21/sample-mou.pdf>

Performance Measures

What are the goals and objectives of this proposal and how will you measure (quantify) success? What is the team's commitment to keeping weekly statistics on numbers of victims served and the type of service that was delivered? Applicants must be mindful that reporting on the numbers of people served, demographics, and types of services is a requirement of the VAWA STOP program.

² Please note that other sources of state funding may be available to augment prosecutor positions. The STOP grant is the only grant program administered by the Center for Crime Victim Services which allows for expenses of prosecutor positions.

Copies of the forms and instructions required of subgrantees for annual federal reporting can be found using this link: <http://muskie.usm.maine.edu/vawamei/stopformulaform.htm> Not all sections of the form will apply to all subgrants.

Additional Documentation Required with Application

- Audit
 - For fiscal years beginning on or after December 26, 2014, non-Federal entities that expend \$750,000 or more in Federal awards must have a single or program specific audit conducted in accordance with Uniform guidance, Subpart F (2CFR Chapter ii, Subpart F).
 - For subgrantees for which audit scenario "A" does not apply, the Vermont Center for Crime Victim Services requires all sub-grantees with an annual agency budget of \$50,000 or more to have an audit at least once every three years. In addition, an annual review is required for the intervening years.

 - Confidentiality Notice Form

All sub grantees must comply with the confidentiality and privacy requirements of the Violence Against Women Act, as amended. The acknowledgement form is available on the OVW website at: <http://www.justice.gov/sites/default/files/ovw/legacy/2013/09/24/conf-acknowledgement.pdf>

 - Conflict of Interest Policy

All non-profit applicants must provide a copy of their conflict of interest policy at the time of application.
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APPENDIX

The following conditions will be required of all subgrant award recipients. They are included for reference, as this is information that applicants should be aware of at time of proposal submission. Special conditions are subject to change, slightly, from year to year, thus the special conditions for the STOP awards commencing July 1, 2019 may be slightly different from those which follow.

Civil Rights Assurances

Introduction

All recipients of federal financial assistance, regardless of the funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. This document describes the applicable civil rights statutes, and outlines your obligations as a recipient of federal financial assistance from the U.S. Department of Justice's Office of Justice Programs or Office on Violence Against Women.

Applicable Federal Statutes

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination in employment and services on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits. Recipients of funds under the Violence Against Women Act are also prohibited from discriminating on the basis of sexual orientation and gender identity in services and employment.

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d and Department of Justice Nondiscrimination Regulations, as amended, 28 C.F.R. Part 42, Subpart C. This law prohibits discrimination in services on the basis of race, color or national origin in any program or activity receiving federal financial assistance. *See also* Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41, 455 (June 18, 2002), which addresses the obligation of recipients to take reasonable steps to provide meaningful access to funded programs and activities to those persons who may be limited in their English proficiency (LEP) because of their national origin.
 - Section 809(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. § 3789(c)(1), and Department of Justice Nondiscrimination Regulations, as amended, 28 C.F.R. Part 42, Subpart D. This law prohibits recipients of funding under this statute from discriminating in services or employment on the basis of race, color, religion, national origin, or sex in any program or activity.
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 and Department of Justice Nondiscrimination Regulations, as amended, 28 C.F.R. Part 42, Subpart G. This law prohibits discrimination in employment and services on the basis of disability in any program or activity receiving federal financial assistance.
 - Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132 and Department of Justice Regulations on Disability Discrimination, as amended, 28 C.F.R. Part 35. This law prohibits discrimination on the basis of disability in state and local government services.
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 – 1683 and Department of Justice Regulations, as amended, 28 C.F.R. Part 54. This law prohibits discrimination in employment or services on the basis of sex in any education program or activity that receives federal financial assistance.
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102 and Department of Justice Regulations on Age Discrimination, as amended, 28 C.F.R. Part 42, Subpart I. This Act prohibits
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discrimination in services on the basis of age in any program or activity receiving federal financial assistance.

- Department of Justice regulations on the Equal Treatment for Faith-Based Organizations, as amended, 28 C.F.R. Part 38. These regulations prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using Department of Justice funding on inherently religious activities.
- The Violence Against Women Act, as amended, 42 U.S.C. 1392 (b)(13). This law prohibits recipients of funding under this statute from discriminating in employment or services on the basis of race, color, national origin, religion, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, or disability

The VAWA nondiscrimination grant condition provides an exception to the prohibition on sex discrimination in certain instances. If segregation or sex-specific programming is necessary to the essential operation of a program, then nothing in the nondiscrimination provision shall prevent any such program or activity from consideration of an individual's sex.

Assurance

As a condition of its receipt of funds from the Vermont Center for Crime Victim Services, the undersigned subrecipient hereby acclaims and assures the Center that it will comply with the applicable civil rights provisions listed above.

The undersigned subrecipient also hereby acclaims and assures the Center that it will also abide by the State of Vermont's anti-discrimination and harassment laws, namely Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, that it will not discriminate in employment on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, ancestry, place of birth, age, or physical or mental condition; *and* Title 9 V.S.A. Chapter 139, that it will not discriminate in providing public accommodations to its clients, consumers and program participants on the basis of race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, or disability, and, in particular, the legal standards, duties and requirements with respect to persons with disabilities in places of public accommodation.

Lastly, the undersigned subrecipient also hereby acclaims and assures the Center that it will also abide by the federal Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, 38 U.S.C. § 4301 – 4335.

Equal Employment Opportunity Program

An Equal Employment Opportunity Plan or EEOP is a workforce report that some organizations must complete as a condition for receiving certain Justice Department funding. The purpose of the EEOP is to make sure that recipients of financial assistance from the Justice Department are providing equal employment opportunities to men and women regardless of sex, race, or national origin. The EEOP requirements apply to recipients under VOCA grant programs and the following VAWA grant programs: STOP Violence Against Women Formula Grants to States, Grants to State Sexual Assault and Domestic Violence Coalitions Program, Tribal Domestic Violence and Sexual Assault Coalitions Program, Grants to Encourage Arrest Policies and Enforcement of Protection Orders, and Grants to Indian Tribal Governments Program.

Recipients under the above programs are exempt from the EEOP requirement, if they meet ANY of the following criteria:

- The recipient is a nonprofit organization, a medical or educational institution, or an Indian Tribe; OR
- The recipient has less than 50 employees; OR
- The recipient received a single award for less than \$25,000.

Recipients under the above programs must develop an EEOP if they meet ALL of the following criteria:

- The recipient is a state or local government agency or a business; AND
- The recipient has 50 or more employees; AND
- The recipient has received a single award of \$25,000 or more.

Recipients that must develop an EEOP must submit it to the Office for Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice, if they receive a single award of \$500,000 or more.

All recipients under the above grant programs must complete a Certification Form in which they declare their EEOP obligations. For more information about the EEOP requirements and to access the Certification Form, you may visit OCR's website at <http://ojp.gov/about/ocr/eeop.htm>.

Complaint Procedures

In the event that a subrecipient receives a complaint from a person who believes that she or he has been the target of discrimination, either in her or his employment with the subrecipient, or as a recipient of the services, activities, programs and/or benefits offered by the subrecipient, then subrecipient shall inform the complainant that she or he may file a complaint with the following governmental agencies:

Discrimination in employment:³

1. Equal Employment Opportunity Commission: 1 Congress Street, Boston, Massachusetts 02114, tel: (617) 565-3200 (voice); (617) 565-3204 (TDD). Complaints must be filed within 300 days of the adverse action.
2. Vermont Attorney General's Office, Civil Right Division: 109 State Street, Montpelier, Vermont 05602, tel: (802) 828-3171 (voice/TDD). Complaints should be filed within 300 days of the adverse action.
3. Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice: 810 7th Street, N.W., Washington, D.C. 20531, tel: (202) 307-0690; (202) 307-2027 (TDD/TTY). Complaints should be filed within one year of the adverse action.
- 4.

Discrimination in services, activities, programs and/or benefits:

1. Vermont Center for Crime Victim Services, 58 South Main Street, Suite One, Waterbury, Vermont 05676-1599, tel: (802) 241-1250; (800) 750-1213 (VT only); (800) 845-4874 (TTY VT only). Complaints should be filed within one year of the adverse action.
2. Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice: 810 7th Street, N.W., Washington, D.C. 20531, tel: (202) 307-0690; (202) 307-2027 (TDD/TTY). Complaints should be filed within one year of the adverse action.

³ In accordance with Vermont law, all employers have an obligation to ensure a workplace is free of sexual harassment. *See* 21 V.S.A. § 495h. This means, among other things, that the employer must adopt a sexual harassment policy and post it in a prominent and accessible location in the workplace. If the employer has more than five (5) employees, its harassment policy must include a description of the process for filing internal complaints about sexual harassment and the names, addresses and telephone numbers of the person or persons to whom complaints should be made. Employers are then required to promptly investigate such complaints.

3. State of Vermont Human Rights Commission: 135 State Street, Drawer 33, Montpelier, Vermont, tel: (800) 416-2010 (voice/TDD). Complaints should be filed within one year of the adverse action.

To view VCCVS's Complaint procedures, please contact gene.nelson@ccvs.vermont.gov or go to www.ccvs.state.vt.us.

Other Requirements:

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing, on the ground of race, color, religion, national origin, or sex against the recipient, the recipient will forward a copy of the finding to OCR at the following address:

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

The recipient will also forward a copy of the finding to the VCCVS at the following address:

Vermont Center for Crime Victim Services
58 South Main Street
Suite One
Waterbury, Vermont 05676-1599

Training:

Subrecipients must appoint an appropriate staff person to view all of the online training videos at the OCR's website, and to relay the relevant information in an appropriate way to the subrecipient's staff. The designated staff person should complete this within six (6) months of the beginning of the grant period. See <http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>.

The designated staff member is: _____

By signing this document, the subrecipient agrees to read and comply with the requirements described above.

Subrecipient's Assurance and Acceptance:

Dated at _____, Vermont this _____ day of _____, 20__.

[Subrecipient]

Its Duly Authorized Agent

Print Name

Title

POST AWARD REQUIREMENTS

Attachment A: Scope of Work to be Performed

This grant will fund only the project activities as described in the application/budget narrative as

approved by the Vermont Center for Crime Victim Services and the Department of Justice, Office on Violence against Women and only those activities eligible for STOP Violence Against Women Act Formula Grant (STOP) funds.

Attachment B: Payment Provisions

1. The State agrees to compensate the Subrecipient for services performed up to the maximum award amount, provided that such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant.
2. Quarterly Financial Reports are due no later than the fifteenth of the month following the end of the quarter being reported (October 15th, January 15th, April 15th, July 15th). A final closeout report that accounts for all expenditures of the grant must be submitted after all obligations have been paid, but no later than 15 days after the end date of the grant period.
3. Completed quarterly financial reports should be submitted electronically or by mail to the Financial Manager at the Vermont Center for Crime Victim Services, 58 South Main Street, Suite One, Waterbury, VT 05676.
4. Reimbursements may be withheld pending receipt of all required progress and statistical reports.
5. Supporting documentation (records, books, papers, etc.) for all grant funds and Match expenditures must be maintained by the Subrecipient and be made available for inspection by authorized Representatives of the State and Federal governments at reasonable times during the period of the grant and for three years thereafter.
6. Funds awarded under this grant agreement cannot be used to match other contributions or federal program monies.
7. All income generated as a direct result of this project shall be deemed program income. It must be accounted for and must be used for the purposes and under the conditions applicable to the use of grant funds, in accordance with regulations for program income under the Common Rule "Uniform Administrative Requirement for Grant and Cooperative Agreements." Program income must be reported by Subrecipients to the Vermont Center for Crime Victims Services on Quarterly Financial Reports.
8. To Match the federal STOP allocation the Match, whether Cash or In-kind, must be from non-federal sources and must be expended for the same purposes and during the same period as the federal grant funds. Match must be at the appropriate rate outlined by federal regulations governing the grant, and it must be reported to the Center for Crime Victims Services on Quarterly Financial Reports. Volunteer hours used as Match must be at reasonable hourly rates and consistent with those paid for similar work in the same labor market.

Other Provisions

In addition to the state and federal audit requirements: the Center requires all sub-grantees, with an annual agency budget of \$50,000 or more, to have an audit at least once every three years. In addition, an annual review is required for the intervening years.

Attachment C: Standard State Provisions

Revised December 15, 2017

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured: The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change: There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

- 11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- 12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
- 13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- 15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 16. Taxes Due to the State:**
- A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- 18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
- A.** is not under any obligation to pay child support; or
 - B.** is under such an obligation and is in good standing with respect to that obligation; or
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- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

- 26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- 27. Termination:**
- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
 - B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
 - C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- 28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
- 30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- 31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:
- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.
- For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with
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guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Attachment D: STOP Special Conditions

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

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient 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 a certification or assurance related to conduct during the award period -- may result in the Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, the OVW may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect

permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website to include any amendments made throughout the course of the grant period.

3. Requirement to report potentially duplicative funding

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.

4. 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 web site at <https://www.justice.gov/ovw/grantees> (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.

5. 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/grantees>.

6. OVW Training Guiding Principles

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>.

7. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) 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.

8. Potential imposition of additional requirements

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

9. 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.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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.

11. 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."

12. 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 42 U.S.C. 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any 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 OVW for guidance, and may not proceed without the express prior written approval of OVW.

13. 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/grantees>, 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 OVW for guidance, and may not proceed without the express prior written approval of OVW.

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

The recipient, and any subrecipients ("subgrantees") at any tier, 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

15. 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.

16. 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 41U.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 the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

17. 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.

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

19. 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 Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., 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, and OVW's implementing regulations at 28 CFR Part 90.

20. The Violence Against Women Reauthorization Act of 2013 added a civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision 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 acknowledges 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.

21. 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.

22. Grant funds may be used only for the purposes in the recipient's approved application. The recipient 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 recipient agrees that funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

24. The recipient agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier meet these requirements.

25. The recipient 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 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.

26. The Director of OVW, 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 CFR Part 18, as applicable *mutatis mutandis*.

27. The recipient agrees to provide OVW with specific information regarding subawards ("subgrants") made under this program. 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 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 subaward awarded; and (d) such other information as the Attorney General may prescribe. Recipients are required to submit this report after the end of each calendar year but no later than March 15 each year. Recipients are required to submit this information on the Annual STOP Administrators' Report form (which is to be completed by the State Administrator) and the Annual Progress Report for STOP Violence Against Women Formula Grant Program form (which is to be completed by subrecipients ("subgrantees")).

28. Under the Government Performance and Results Act (GPRA), VAWA 2000 and subsequent legislation, recipients and subrecipients ("subgrantees") are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the recipient agrees to submit annual electronic progress reports on program activities and program effectiveness measures and to require submission of reports by subrecipients. Recipients and subrecipients are required to collect the information that is included on the Measuring Effectiveness Progress Reports for the OVW Program under which this award is funded.

29. 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".

30. Program income, as defined by 2 CFR 200.80, means gross income earned by the 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 from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Adjustment Notice (GAN) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAN must be reported in the recipient's 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, it must be approved via a budget modification GAN by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

31. All materials and publications (written, visual, or sound) resulting from subaward activities shall contain the following statements: "This project was supported by subaward 02160-STOP17-71072 awarded by the Vermont Center for Crime Victim Services 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, Office on Violence Against Women."

32. Pursuant to 2 CFR §200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive and irrevocable 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.

OVW 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.

33. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25 per hour. A detailed justification must be submitted to and approved by OVW prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, recipients are required to maintain documentation to support all daily or hourly rates.

34. The recipient agrees that no amount of the 10% 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.

35. The recipient understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on recipient's funds for noncompliance with any of the requirements of 42 U.S.C. § 3796gg-4 (regarding rape exam payments), 42 U.S.C. § 3796gg-4(e) (regarding judicial notification), 42 U.S.C. § 3796gg-5 (regarding certain fees and costs), and 42 U.S.C. § 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.

36. 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 provision.

37. The recipient acknowledges that part of this award comes from funding under the Rape Survivor Child Custody Act (RSCCA). Funding under the RSCCA is subject to the same requirements as the STOP funding. The recipient may receive funding under the RSCCA no more than four times.

38. The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 CFR 200.80, means gross income earned by a non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, 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.
