

Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
Applicants Selected for Award**

Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
Youth, Faith and Family**
1700 W. Washington St.
Phoenix, AZ 85007

I. Term of Agreement

The term of the Agreement, if awarded, shall commence January 1, 2024 and shall remain in effect until December 31, 2024, contingent upon final federal award, unless terminated, canceled or extended as otherwise provided herein. This is a twelve-month Agreement with additional renewable options. The grant cycle is expected to end December 31, 2026. Renewals are conditional upon the availability of federal appropriations and in the sole discretion of the Governor's Office of Youth, Faith and Family. Renewals are also conditional upon compliance with terms and conditions, programmatic and financial performance, results of program and fiscal monitoring and a program sustainability plan, and through the submission of a renewal application.

II. Agreement Renewal

The Agreement shall not bind nor purport to bind the Grantor for any contractual commitment in excess of the original Agreement period or amount. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new contract. Consideration for renewal will also be based on results of program and fiscal monitoring.

III. Amendments

This Agreement is issued under the authority of the authorized Governor's Office representative who signed this Agreement. The Agreement may be modified only through an Amendment within the scope of the Agreement. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Grantee are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

IV. Fund Management

The Grantee must maintain funds received under this Agreement in separate ledger accounts and shall not combine these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

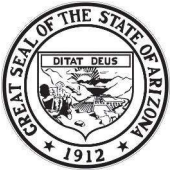
The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

1. Financial Management
2. Procurement
3. Personnel
4. Property
5. Travel

A system is adequate if it is: 1) **written**; 2) **consistently followed** - it applies in all similar circumstances; and 3) **consistently applied** - it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

V. UEI/SAM.GOV

Each successful recipient who is awarded \$25,000 or more must provide the following prior to an Agreement being executed: (a) Unique Entity Identifier (UEI) number for the fiscal agent; and (b) proof of current registration in the SAM.gov (SAM) website. SAM registration must be maintained for the term of the Agreement. SAM registration information may be found at <https://sam.gov/content/home>.



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VI. FFATA Reporting Requirements

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252), the Grantee is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is <https://www.usaspending.gov/>.

VII. Organizational Audit Requirements

The Grantee agrees to comply with the organizational audit requirements of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from their organization's single audit are not satisfactorily and promptly addressed. This CFR can be found online at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl under Title 2 Part 200.

Single Audit: Grant sub-recipients expending \$750,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200.

1. If your organization is subject to the requirements of 2 CFR Part 200, then attach one copy of your organization's most recently completed Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
2. If your organization is not subject to the requirements of 2 CFR Part 200, submit one copy of the most recently completed audit of financial statements.
3. If your organization does not have a recently completed audit, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

VIII. IRS Form 990

All 501(c)(3) organizations and other federally tax-exempt organizations that are required to file the annual reporting return, Form 990, to the Internal Revenue Service must attach a copy of their most recently filed Form 990 and related schedules, directly behind the audit report in the application materials.

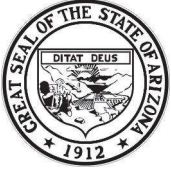
IX. Documents Incorporated By Reference

The State of Arizona's *Uniform Terms and Conditions Version 10.4* are incorporated into this Agreement as if fully set forth herein. Copies of this document may be accessed at:
https://spointra.az.gov/sites/default/files/Uniform%20Terms%20and%20Conditions_r10.4_05-23_0.pdf.

The documents entitled *Attachment A: Terms and Conditions for Applicants Selected for Award*, *Attachment B: Indemnification and Insurance* and *Attachment C: Special Instructions to Applicants* are incorporated into this solicitation in their entirety. The applicant warrants that it has read and understands the incorporated documents and agrees to be bound by them in their entirety. In the event of any divergence between this RFGA solicitation and the incorporated documents, this RFGA solicitation shall control.

X. Reporting Requirements on Cost Reimbursement Agreements

Successful applicants that become Grantees shall be paid on a cash accounting cost-reimbursement basis. The Grantee shall not request reimbursement until the cost has resulted in an actual cash expenditure. The Grantee shall submit reports for all services rendered utilizing funds provided in this Agreement as follows:



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1. Financial

Detailed invoices with expenditure data and backup documentation are due monthly on the 20th of the month for those items submitted and approved in the budget inclusively. The Governor's Office of Youth, Faith and Family shall provide the Grantee with the financial reporting template. The final expenditure report at the end of the Agreement year shall be due no later than the 20th day of the month following the Agreement end date for expenses incurred prior to the date of Agreement termination.

All expenses must be incurred and paid prior to the final reimbursement request. Requests for reimbursement received later than the deadline after the Agreement termination will not be paid. If awarded an Agreement, your organization must have sufficient funds to meet obligations for up to sixty (60) days while awaiting reimbursements from the Governor's Office of Youth, Faith and Family. The Grantee shall use the forms provided by the Grantor to submit financial expenditure reports.

2. Programmatic

The successful applicants that become Grantees shall submit quarterly reports using the template provided by the Governor's Office of Youth, Faith and Family. The reports on outreach and participation information shall contain such information as deemed necessary by the Governor's Office of Youth, Faith and Family and are due thirty days after the end of the quarter.

In the event the due date for any deliverables falls on a holiday or weekend, the deliverable is due on the business day prior to the holiday or week-end.

Failure to submit timely reports may result in suspension of reimbursement.

XI. Key Personnel

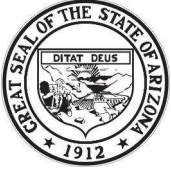
It is essential that the grantee train and provide adequate, experienced personnel, capable of and devoted to the successful accomplishment of projects that may be performed under this Agreement. The Grantee must agree to assign experienced individuals to project positions.

1. The Grantee agrees that, once assigned to work on a project under this Agreement, key personnel should not be removed or replaced without prior written notice to the Governor's Office of Youth, Faith and Family.
2. If key personnel are not available for work on a specific project, for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Grantee shall immediately notify the Governor's Office of Youth, Faith and Family Program Administrator and shall, subject to the concurrence of the Governor's Office of Youth, Faith and Family, replace such personnel with personnel of substantially equal ability and qualifications.
3. The Grantee shall assign specific individuals to the key programmatic and fiscal positions and other changes to key personnel, specifically the Grantee's Sexual Assault Services Coordinator must be reported on or before the effective date of such change to the Governor's Office of Youth, Faith and Family.

XII. NEPA Letter/Construction Unallowable

Renovations and construction are unallowable under this grant, and therefore none of the following activities will be conducted under the OVW federal action (i.e., the OVW-funded grant project) or a related third-party action:

1. New construction.



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2. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places) or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals. In addition, the OVW federal action is neither a phase nor a segment of a project that, when reviewed in its entirety, would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office on Violence Against Women's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Prut 61 of Title 28 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)). Also, no further analysis is required under the National Historic Preservation Act or other related statutes and regulations.

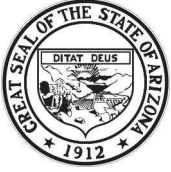
XIII. The Office for Civil Rights

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see: <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.



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XIV. 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 assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

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

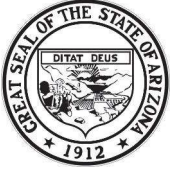
Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable,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

XV. Applicability of Part 200 Uniform Requirements and Department of Justice Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

XVI. 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 OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.



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XVII. Requirements related to System for Award Management and unique entity identifiers

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

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

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

XVIII. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

XIX. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

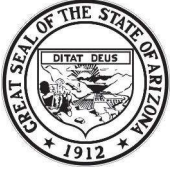
The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (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.

XX. Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.



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

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

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

XXII. 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/resources-and-faqs-grantees#Discretionary>.

XXIII. Effect of failure to address audit issues

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

XXIV. Potential imposition of additional requirements

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

XXV. 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.

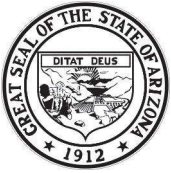
XXVI. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

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

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.

XXVII. 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."



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XXVIII. 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 34U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

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

Should any question arise as to whether a particular use of federal funds 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.

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

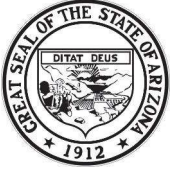
The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: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

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

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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



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XXXI. Restrictions and certifications regarding non-disclosure agreements and related

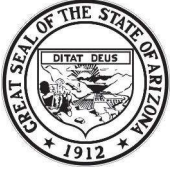
No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports 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.

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

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



Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
Applicants Selected for Award**

Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
Youth, Faith and Family**
1700 W. Washington St.
Phoenix, AZ 85007

grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

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

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

XXXIII. 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.

XXXIV. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

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

XXXV. Availability of general terms and conditions on OVW website

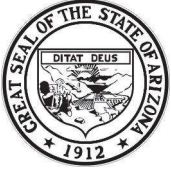
The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

XXXVI. Compliance with statutory and regulatory requirements

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

XXXVII. Compliance with solicitation requirements

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



Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
Applicants Selected for Award**

Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
Youth, Faith and Family**
1700 W. Washington St.
Phoenix, AZ 85007

XXXVIII. VAWA 2013 nondiscrimination condition

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

XXXIX. Misuse of award funds

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

XL. Limitation on use of funds to approved activities

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

XLI. Non-supplantation

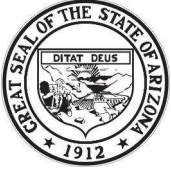
The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

XLII. Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

XLIII. Activities that compromise victim safety and recovery or undermine offender accountability

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



Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
Applicants Selected for Award**

Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
Youth, Faith and Family**
1700 W. Washington St.
Phoenix, AZ 85007

participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

XLIV. Termination or suspension

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

XLV. Performance progress reports and final report submission

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

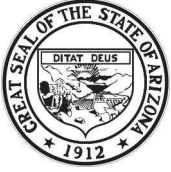
A final report is due 90 days after the end of the project period. This report must be submitted to OVW through the Justice Grants System with the Report Type marked "final," unless and until OVW issues updated instructions for report submission.

XLVI. Quarterly financial status reports

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

XLVII. Sub recipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by sub recipients. Program income, as defined by 2 C.F.R 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 sub award, sub recipients must seek approval from the recipient prior to generating any program income. Any program income added to a sub award must be used to support activities that were approved in the budget and follow the conditions of the sub award agreement. Any program income approved by the GOYFF must be reported by the sub recipient to the GOYFF 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,



Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
Applicants Selected for Award**

Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
Youth, Faith and Family**
1700 W. Washington St.
Phoenix, AZ 85007

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 sub recipient.

XLVIII. FFATA reporting subawards and executive compensation

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

XLIX. Sub recipient product monitoring

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

L. Publication disclaimer

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

LI. Publications disclaimer for STOP Formula subrecipients

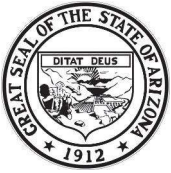
The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

LII. Copyrighted works

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



Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
Applicants Selected for Award**

Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
Youth, Faith and Family**
1700 W. Washington St.
Phoenix, AZ 85007

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.

LIII. Consultant compensation rates

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

LIV. Required SAM and FAPIIS reporting

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

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

LV. Prohibition on use of administrative funds for lobbying

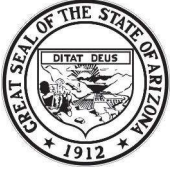
The recipient agrees that no amount of the 10 percent administrative funds of this grant will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.

LVI. Withholding of funds pending approval of state implementation plan

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

LVII. Ongoing compliance with statutory certifications

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



Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
Applicants Selected for Award**

Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
Youth, Faith and Family**
1700 W. Washington St.
Phoenix, AZ 85007

also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

LVIII. Required funding allocations, including funding for culturally specific organizations

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

LIX. Sexual assault set-aside

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

LX. Match requirement

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

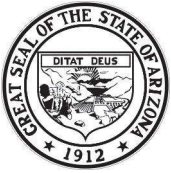
1. The costs of projects awarded to victim service providers (non-profit organizations or governmental rape crisis centers not in territories) for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match.
2. Victim service providers receiving STOP subawards will not be required by the recipient to provide matching dollars.
3. The recipient will verify that victim service providers that are nonprofit organizations are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.
4. The recipient will provide no less than 25 percent matching funds for subawards awarded to victim service providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

LXI. Limitation on use of funds for awareness and public education

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

LXII. Requirements for recipients and sub recipients providing legal assistance

The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise



Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
Applicants Selected for Award**

Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
Youth, Faith and Family**
1700 W. Washington St.
Phoenix, AZ 85007

in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient (subgrantee) at any tier will comply with this condition.

LXIII. Equitable distribution of subawards

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

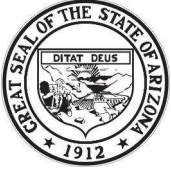
LXIV. Methods of Administration requirement for state administering agencies

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

LXV. Indirect costs

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

LXVI. STOP Formula Grant Program



Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
Applicants Selected for Award**

Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
Youth, Faith and Family**
1700 W. Washington St.
Phoenix, AZ 85007

The STOP (Services, Training, Officers, Prosecutors) Violence Against Women Formula Grant Program (STOP Formula Grant Program) is authorized by the Violence Against Women Act (VA WA) and subsequent legislation.

The STOP Formula Grant Program supports states and communities, including American Indian tribes and Alaska Native villages, in their efforts to develop and strengthen law enforcement, prosecution, and court strategies to combat violent crimes against women, and to develop and strengthen victim services, including community-based, culturally-specific services, in cases involving domestic violence, dating violence, sexual assault, and stalking.

LXVII. Arizona Law

The Arizona law applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

LXVIII. Severability

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

LXIX. No Waiver

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

LXX. Records

Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each sub-grantee to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.

LXXI. Non-Discrimination

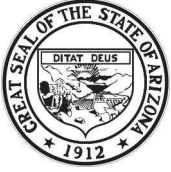
The parties shall comply with Executive Order 2023-01, which prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, by persons performing state contracts or subcontracts. The parties also agree to comply with Executive Orders 2003-22 and 2009-09 as amended by Executive Order 2023-01, all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act of 1990.

LXXII. Audit

Pursuant to ARS § 35-214, at any time during the term of this Agreement and five (5) years thereafter, the Grantee's or any sub-grantee's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or its subcontracts.

LXXIII. Advertising, Publishing and Promotion of Agreement

The Grantee shall not use, advertise or promote information for commercial benefit concerning this



Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
Applicants Selected for Award**

Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
Youth, Faith and Family**
1700 W. Washington St.
Phoenix, AZ 85007

Agreement without the prior written approval of the Grantor.

LXXIV. Federal Immigration and Nationality Act

The Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Agreement. Further, the Grantee shall flow down this requirement to all sub-grantees utilized during the term of the Agreement. The State shall retain the right to perform random audits of the Grantee and sub-grantees records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any sub-grantees be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default and suspension and/or debarment of the Grantee.

LXXV. E-Verify

In accordance with A.R.S. § 41-4401, the Grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

LXXVI. Off-Shore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by sub-grantees at all tiers. The Grantee shall declare all anticipated offshore services to the Grantor.

LXXVII. Availability of Funds

Funds may not presently be available for performance under this Agreement beyond the current State fiscal year. No legal liability on the part of the State for any payment may arise under this Agreement beyond the current State fiscal year until funds are made available for performance of this Agreement.

LXXVIII. Amendments

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized in writing by the Grantor or made unilaterally by the Grantee are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

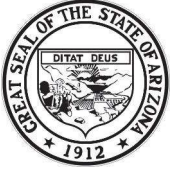
LXXIX. Sub-grantees

The Grantee shall not enter into any sub-grant under this Agreement for the performance of this Agreement without the advance written approval of the Grantor. The Grantee shall clearly list any proposed sub-grantees and the sub-grantee's proposed responsibilities. The sub-grant shall incorporate by reference the terms and conditions of this Agreement.

LXXX. Assignment and Delegation

The Grantee may not assign any right or delegate any duty under this Agreement without the prior written approval of the Grantor.

LXXXI. Compliance with Applicable Laws



Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
Applicants Selected for Award**

Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
Youth, Faith and Family**
1700 W. Washington St.
Phoenix, AZ 85007

The Grantee shall comply with all applicable federal, state and local laws, and shall maintain all applicable licenses and permit requirements.

LXXXII. Right to Assurance

If the State in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Agreement, the Grantor may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Agreement under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Agreement.

LXXXIII. Stop Work Order

The Grantor may, at any time, by written order to the Grantee, require the Grantee to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the Grantor after the order is delivered to the Grantee. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Grantee shall immediately comply with its terms and take reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of the work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Grantee shall resume work. The Grantor shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

LXXXIV. Non-Exclusive Remedies

The rights and remedies of the State under this Agreement are not exclusive.

LXXXV. Nonconforming Tender

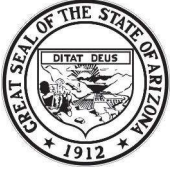
Materials or services supplied under this Agreement shall fully comply with the Agreement. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of Agreement. On delivery of nonconforming materials or services, the Grantor may terminate the Agreement for default under applicable termination clauses in the Agreement, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

LXXXVI. Right of Offset

The Grantor shall be entitled to offset against any sums due the Grantee, any expenses or costs incurred by the Grantor, or damages assessed by the Grantor concerning the Grantee's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages described in the Uniform Terms and Conditions.

LXXXVII. Cancellation for Conflict of Interest

In accordance with A.R.S. § 38-511, the State may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Agreement as provided in A.R.S. § 38-511.



Solicitation number: RFGA-STOP-GOYFF-010124-00

**Attachment A - Terms and Conditions for
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Arizona STOP Violence Against Women Formula Grant Program

The State of Arizona
**Governor's Office of
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1700 W. Washington St.
Phoenix, AZ 85007

LXXXVIII. Suspension or Disbarment Status

The State may, by written notice to the Grantee, immediately terminate this Agreement if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a Agreement shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the State.

LXXXIX. Termination for Convenience

The State reserves the right to terminate the Agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all sub-grantees of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Agreement shall become the property of and be delivered to the State upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XC. Termination for Default

In addition to the rights reserved in the Agreement, the Grantor may terminate the Agreement in whole or in part due to the failure of the Grantee to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The Grantor shall provide written notice of the termination and the reasons for it to the Grantee.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Grantee under the Agreement shall become the property of and be delivered to the Grantor on demand.

The Grantor may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Grantee shall be liable to the Grantor for any excess costs incurred by the Grantor in procuring materials or services in substitution for those due from the Grantee.

XCI. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41). Venue shall be in Maricopa County, Arizona.

XCII. Other

Successful applicants that become Grantees have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.