

**Wyoming Office of the Attorney General
Division of Victim Services**

Governor
Mark Gordon

320 W 25th St. 2nd Floor.
Cheyenne, WY 82002
(307) 777-7200 Telephone
(307) 777-6683 Fax

Director
Cara Boyle Chambers

Attorney General
Bridget Hill

Deputy Director
Darryl Erickson

Enclosed you will find your contract for State Fiscal Year 2023, as well as attachments A and B. Please review your contract carefully and let me know if you find any errors.

The contract, including BOTH signature pages and attachments A and B, must be signed and the originals mailed back to me. Once I receive the contract and all applicable stipulation documents (as detailed in your SFY2023 award notice) the contract will be signed by Director Chambers and I will be able to activate your 2023 reimbursements in IntelliGrants.

I will send an original signed contract and a copy of your signed full budget detail to the Division's primary contact for your agency.

- Fill out and sign signature page 1
- Fill out and sign signature page 2
- Fill out and sign attachment A
 - Attach A133 audit if you indicated it was attached or provide web address for online copy
- Fill out and sign attachment B (if included)
- Mail all original documents back to me

Looking forward to another Fabulous Year!!!

Karen Willanger

Regional Program Manager
Wyoming Division of Victim Services
320 W 25th Street 2nd Floor
Cheyenne, WY 82002
307-777-6086



"Speaking as One Voice for Crime Victim Survivors"
Victims Helpline Toll Free Number (888) 996-8816
V/TTY: (888) 996-8816
SAVIN: (866) 994-8463
E-mail: victimservices@wyo.gov
Web Site: <http://ag.wyo.gov/victim-services-home-page>

**FISCAL YEAR 2023 CONTRACT
FOR SERVICES TO VICTIMS OF CRIME BETWEEN
THE STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL, DIVISION
OF VICTIM SERVICES**

AND

Laramie County Sheriff's Department Victim Witness Program

1. **Parties.** The parties to this Contract are the State of Wyoming, Office of the Attorney General, Division of Victim Services (Division), whose address is 320 West 25th Street, 2nd Floor, Cheyenne, WY 82002, and Laramie County Sheriff's Department Victim Witness Program (Contractor), whose address is 1910 Pioneer Ave. Cheyenne, WY 82001. The Contractor's SAM Unique Entity ID is E9DLJC1HGNQ8, the EIN is 836000111, and Vendor Code is VC*86730.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services, incorporated herein, and the approved strategic plan, grant proposals, and budgets on file at the Division. This Contract does not include funding for Research and Development (R&D) projects.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of this Contract is from July 1, 2022 through June 30, 2023. All services shall be completed during this term.
4. **Reimbursement.**
 - A. **Reimbursement.** The Division agrees to reimburse Contractor for services described in this Contract. The total reimbursement under this Contract shall not exceed One Hundred Seven Thousand Seven Hundred Sixty Dollars and No Cents (\$107,760.00). No reimbursement shall be made prior to the Effective Date of this Contract. The amount payable under this Contract is allocated as follows:
 - (i) The following federal funds must support the project as outlined in the SFY2023/2024 approved grant proposal:
 - (a) VOCA: Forty Thousand Eight Hundred Sixty Seven Dollars and No Cents (\$40,867.00). Funds will be paid from the 15POVC-21-GG-00608-ASSI VOCA-Assistance grant, Department of Justice, Office for Victims of Crime, CFDA # 16.575 (federal award date: 9/13/2021).

(ii) The following FY2023 state funds must support the project as outlined in the SFY2023/2024 approved grant proposal:

(a) State Victim Witness funds: Fifty Two Thousand One Hundred Fifty Six Dollars and No Cents (\$52,156.00).

(b) State Surcharge funds: Fourteen Thousand Seven Hundred Thirty Seven Dollars and No Cents (\$14,737.00).

B. Suspension of Reimbursement.

(i) If the Contractor is not in compliance with the Division's Rules and Regulations (see Sections 5(B) and 6(B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

5. Responsibilities of Contractor.

A. Performance Accountability. The Contractor's governing body shall be accountable for the performance of this Contract.

B. Compliance with Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current. The Contractor agrees to adhere to all federal grant requirements and the assurances, Attachment B, Certified Assurances & Special Conditions, which is attached to and incorporated into this Contract and is being signed simultaneously with this Contract.

C. Management Information System. The Contractor shall submit to the Division, by electronic submission, accurate information on each client in the manner required by Division.

D. Financial Records and Reports. The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.

E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.

F. Corrective Action. The Contractor shall take corrective action in a timely manner

to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.

- G. **Minutes.** Contractor shall keep copies of minutes of board of directors' meetings on file at its office and make them available for review upon request of the Division.
- H. **Required Meetings.** The Contractor shall ensure representation at grantee meetings, and at management and program trainings convened by or on behalf of the Division.

6. **Responsibilities of the Division.**

- A. **Consultation.** The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. **Withholding Payments.** The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8(R) of this Contract.
- C. **Monitoring and Evaluation.** The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. **Special Provisions.**

- A. **Source of Funds.** Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. **Interest on Funds.** The Contractor may not draw interest payments on funds made available through this Contract.
- C. **Prohibited Uses of Funds.** Funds made available to the Contractor through this Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:

- (i) Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein; and
 - (ii) Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.
- D. Full-time County Offices.** The Contractor agrees to maintain a full-time office in Laramie County in accordance with the Contractor's application for funding.
- E. Prohibition of Subcontracting.** The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- F. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- G. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- I. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this Contract, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of the Division.
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in

accordance with Executive Order 12549 (Debarment and Suspension) and 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred or otherwise ineligible vendors list maintained by the federal government. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

- K. Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- L. Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time the award is in effect;
 - (ii) Procures a commercial sex act during the period of time the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- M. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F, and shall submit verification of its compliance to the Division using Attachment A, Subgrantee Audit Requirements, which is attached to and incorporated into this Contract by this reference. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.
- N. Indirect Cost.** Certain Wyoming Office of the Attorney General, Division of Victim Services recipients have the option of electing to use the "de minimis" indirect cost rate. An applicant that is eligible to use the "de minimis" rate and that wishes to use the "de minimis" rate should attach written documentation to the application that advises the Division of both (1) the applicant's eligibility to use the

“de minimis” rate, and (2) its election to do so. If an eligible applicant elects the “de minimis” rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The “de minimis” rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the “de minimis” rate.) For the “de minimis” rate requirements (including on eligibility to elect to use the rate), see 2 C.F.R. 200.414(f).

- O. Assumption of Risk.** The Contractor shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Division.
- D. Audit and Access to Records.** The Division and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.
- E. Availability of Funds.** Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including,

but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** The Division, under the applicable Rules and Regulations of the Division of Victim Services, may undertake or award to another contractor successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- G. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), Wyoming Nonprofit Corporations Act, Wyo. Stat. §§ 17-19-101 through 17-19-1807, the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.
- H. Entirety of Contract.** This Contract, consisting of eleven (11) pages; Attachment A, Subgrantee Audit Requirements, consisting of one (1) page; and Attachment B, Certified Assurances & Special Conditions, consisting of fifteen (15) pages, and the grant proposals, which are on file with the Division, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict between the language of this Contract and any attachments or documents incorporated by reference, this Contract shall control.
- I. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- J. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to

minimize delays.

- K. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- L. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Division, or to incur any obligation of any kind on behalf of the State of Wyoming or the Division. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- M. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing, either by regular mail or delivery in person at the addresses provided under this Contract.
- N. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- O. Ownership and Return of Documents and Information.** Division is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Division in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- P. Severability.** Should any portion of this Contract be judicially determined to be

illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

Q. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Division expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

R. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party. This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division:

- (i) The Contractor is not using Contract funds for Contract purposes;
- (ii) The Contract program is not providing services to victims of crime consistent with Wyo. Stat. § 1-40-118(b);
- (iii) The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
- (iv) The Contractor commits an act or omission in violation of federal, state, or local laws or Rules and Regulations of the Division of Victim Services which would affect services to clients served under this Contract.

S. Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing

their obligations under this Contract.

- T. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- U. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- V. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- W. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Division.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Contract, through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

DIVISION:

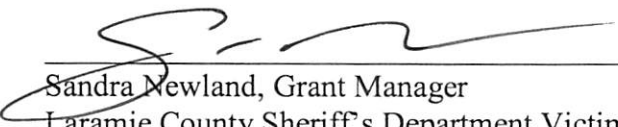
State of Wyoming, Office of the Attorney General, Division of Victim Services

Cara Boyle Chambers, Director

Date

CONTRACTOR:

Laramie County Sheriff's Department Victim Witness Program



Sandra Newland, Grant Manager

Laramie County Sheriff's Department Victim Witness Program

7/8/22

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for 

Tyler M. Renner, Senior Assistant Attorney General

7/05/2022

Date

ATTACHMENT A
Wyoming Office of the Attorney General
Division of Victim Services

Subgrantee Audit Requirements per
2 CFR Part 200 Subpart F

2 CFR 200 Subpart F – Audit Requirements, requires the Wyoming Attorney General’s Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1. We have completed our 2 CFR 200 Subpart F audit requirements for the fiscal year ended _____.
A copy of the audit report is enclosed.
(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)
2. We expect our 2 CFR 200 Subpart F audit for the fiscal year ended 6/30/22 to be completed by March 31, 2023. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.
3. We are not subject to 2 CFR 200 Subpart F audit requirements because:
 We received less than \$750,000 in federal awards annually.
Total federal awards received for the fiscal year ended _____ was in the amount of \$ _____ (Include total of all federal grants)
 Other (please explain) _____

Laramie County, Wyoming
Subgrantee Name

Tray Thompson
Print Name

Chairman
Title

Signature

Date

Please provide all appropriate documentation regarding your organization’s compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 320 West 25th Street 2nd Floor, Cheyenne, WY 82002.

ATTACHMENT B
CERTIFIED ASSURANCES & SPECIAL CONDITIONS

FVPSA:

- Grant funds made available under this program by the Division will not be used as direct payment to any victim of family violence, domestic violence, or dating violence, or any dependent of such victim (Section 10408(d)(1)).
- No income eligibility standard will be imposed on individuals with respect to eligibility for assistance or services supported with funds appropriated to carry out the FVPSA (Section 10406(c)(3)).
- No fees will be levied for assistance or services provided with funds appropriated to carry out the FVPSA (Section 10406(c)(3)).
- The address or location of any shelter or facility assisted under the FVPSA that otherwise maintains a confidential location will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public (Section 10406(c)(5)(H)).
- The Contractor has established policies, procedures, and protocols to ensure compliance with the provisions of Section 10406(c)(5) regarding non-disclosure of confidential or private information (Section 10407(a)(2)(A)).
- Pursuant to Section 10406(c)(5), the Contractor will comply with requirements to ensure the non-disclosure of confidential or private information, which include, but are not limited to:
 - (1) Contractor will not disclose any personally identifying information collected in connection with services requested (including services used or denied), through Contractor's funded activities or reveal personally identifying information without informed, written, reasonably time-limited consent by the person about whom information is sought, whether for the FVPSA-funded activities or any other federal or state program in accordance with Section 10406(c)(5)(B)(ii);
 - (2) Contractor will not release information compelled by statutory or court order unless adhering to the requirements of Section 10406(c)(5)(C); and
 - (3) Contractor may share non-personally identifying information in the aggregate for the purposes enunciated in Section 10406(c)(5)(D)(i) as well as for the purposes found in Section 10406(c)(5)(D)(ii) and (iii).

Attachment B
To the Contract for Services between
The State of Wyoming, Office of the Attorney General, Division of Victim Services
And
Laramie County Sheriff's Department Victim Witness Program

- Grants funded by the Division in whole or part with funds made available under the FVPSA will prohibit discrimination on the basis of age, disability, sex, race, color, gender identity, national origin, or religion (Section 10406(c)(2)).
- Funds made available under the FVPSA will be used to supplement and not supplant other federal, state, and local public funds expended to provide services and activities that promote the objectives of the FVPSA (Section 10406(c)(6)).
- Receipt of supportive services under the FVPSA will be voluntary. No condition will be applied for the receipt of emergency shelter as described in Section 10408(d)(2).
- The needs of lesbian, gay, bisexual, transgender, and questioning program participants are taken into consideration in Contractor's program design. Contractor should consider how its program will be inclusive of and non-stigmatizing toward such participants. Contractor agrees it must establish and publicize policies prohibiting harassment based on race, sexual orientation, gender, gender identity (or expression), religion, and national origin. Contractor should ensure that all staff members are trained to prevent and respond to harassment or bullying in all forms during the award period. Contractor should be prepared to monitor claims, address them seriously, and document their corrective action(s) so all participants are assured that programs are safe, inclusive, and non-stigmatizing by design and in operation.

DOJ Grants (VOCA, VAWA, SASP):

- **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**
The Contractor agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current addition of the DOJ Grants Financial Guide.
- **Compliance with DOJ Grants Financial Guide**
The Contractor agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website at <https://ojp.gov/financialguide/DOJ/Index.htm>, including any updated version that may be posted during the period of performance.
- **Requirements related to System for Award Management and Unique Entity Identifiers**

Attachment B

*To the Contract for Services between
The State of Wyoming, Office of the Attorney General, Division of Victim Services
And*

Laramie County Sheriff's Department Victim Witness Program

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

The Contractor also must comply with applicable restrictions on subawards (“subgrants”) to first-tier sub-contractors (first-tier “subcontractors”), including restrictions on subawards to entities that do not acquire and provide (to the Division) the unique entity identifier assigned by SAM.

The details of the Contractor’s obligations related to SAM and to unique entity identifiers are posted on the OJP website at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- **Employment eligibility verification for hiring under the award**

1. The Contractor must-

- a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- b. Notify all persons associated with the Contractor who are or will be involved in activities under this award of both –
 - i. This award requirement for verification of employment eligibility, and
 - ii. The associated provisions in 8 U.S.C. 1324a(a)(1). that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- d. As part of the record keeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

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3. Rules of construction

a. Staff involved in the hiring process

For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Contractor officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

b. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirements of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the contractor uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

c. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

d. Nothing in this condition shall be understood to authorize or require any contractor, any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

e. Nothing in this condition, including in paragraph 3b, shall be understood to relieve any contractor, or any person, or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.everify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

• **Requirement to report actual or imminent breach of personally identifiable information**

The Contractor 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 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 a DOJ grant funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Contractor’s breach procedures must include a requirement to report actual or imminent breach of PII to a Division of Victim Services Program Manager no later than twelve (12) hours after an occurrence of an actual breach, or the detection of an imminent breach.

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- Requirements pertaining to prohibited conduct related to trafficking in persons**

The Contractor 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 the Contractor, or individuals defined (for purposes of this condition) as “employees” of the Contractor.

The details of the Contractor’s obligations related to prohibited conduct related to trafficking in persons are posed on the OJP and OVW websites, and are incorporated by reference here.

OJP: <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking/htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award).

OVW: <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).
- Determination of suitability to interact with participating minors**

SCOPE. 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 any associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the Contractor is to benefit a set of individuals under eighteen (18) years of age.

The Contractor 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 posed on the OJP and OVW websites (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

OJP: <https://ojp.gov/funding/Explore/Interact-Minors.htm>

OVW: <https://www.justice.gov/ovw/award-conditions>
- Training Guiding Principles**

The Contractor understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP and/or OVW Training Guiding Principles for Grantees and Subgrantees, available at:

OJP: <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

OVW: <https://www.justice.gov/ovw/grantees#Resources>
- Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The Contractor 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 conference, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).

- **Compliance with applicable nondiscrimination provisions.**

The Victims of Crime Act, as amended, 34 U.S.C. § 20110(e)), and the Department of Justice implementing regulation at 81 Fed. Reg. 44,515, 44,532 (July 8, 2016) (to be codified at 28 C.F.R. § 94.114), prohibits OVC grantees from discriminating against any person on the basis of race, color, national origin, sex, religion, and disability in the delivery of services and employment practices. The grantee and sub-grantee acknowledges that it will comply with this provision.

The Contractor will comply with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations.

The Contractor also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

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

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The Contractor must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

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

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

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

The Contractor 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.”

- **Restrictions on “lobbying” and policy development**

Federal funds may not be used by the Contractor either directly or indirectly, to support or oppose 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.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the Contractor 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 or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including any exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of Federal funds by a Contractor would or might fall within the scope of this prohibition, the Contractor is to contact the

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Division for guidance, and may not proceed without express prior written approval of the Division.

- **Compliance with general appropriations-law restrictions on the use of federal funds**
The Contractor, must comply with all applicable restrictions on the use of federal funds set out in federal appropriation statutes. Pertinent restrictions, for each fiscal year, are set out on the OJP and OVW websites (Award conditions: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here.

OJP: <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>

OVW: <https://www.justice.gov/ovw/award-conditions>

Should a question arise to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact the Division or OJP for guidance, and may not proceed without the express prior written approval of the Division or OJP.

- **Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**
The Contractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-contractor, 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: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, 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 <http://oig.justice.gov/hotline>.

- **Restrictions and certifications regarding non-disclosure agreements and related matters**
No Contractor 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 the law) of waste, fraud,

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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 Contractor—
 - a. represents that it neither is 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 awards 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 Contractor does or is authorized under this award to make subawards (“subgrants”), procurement contracts, or both—
 - a. it represents that—
 - i) it has determined that no other entity that the Contractor’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
 - ii) 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 sub-contractor 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 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.

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

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

The Contractor 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 applicability of the provisions of 41 U.S.C. 4172 to this award, the Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

- **Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Red. Reg. 51225 (October 1, 2009), DOJ encourages Contractors and sub-Contractors ("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.

VOCA-A:

- **VOCA Requirements**

The Contractor assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Division certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not to be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

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c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the Division.

- **Requirement for data on performance and effectiveness under the award**

The Contractor must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and GPRA Modernization Act, and other applicable laws.

- The Contractor agrees to submit a Subgrant Award Report (SAR) to OVC within ninety (90) days of awarding funds. States and territories are required to submit this information through the automated system.
- The Contractor agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by the Division and OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

OVW (VAWA STOP and SASP):

- **Availability of general terms and conditions on OVW website**

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

- **Compliance with statutory and regulatory requirements**

The Contractor 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 CFR Part 90.

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- **VAWA 2013 nondiscrimination condition**

The Contractor acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, deny benefits to, or discriminate 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 actively funded in whole or part by OVW. 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.

- **Confidentiality and information sharing**

The Contractor 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.

- **Activities that compromise victim safety and recovery or undermine offender accountability**

The Contractor 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 services 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 outlines in the solicitation or companion guide under which the application was submitted.

- **Publications disclaimer for contractors**

All materials and publications (written, web-based, audio-visual, or any other format) resulting from this award activities shall contain the following statements: "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 (or, SAS Formula Grant Program). The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the Department of Justice, Office on Violence Against Women."1

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- **Copyrighted works**

Pursuant to 2 C.F.R. 200.315(b) the Contractor 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.

In addition, the 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.

- **Consultation compensation rates**

The Contractor 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, the Contractor must submit to the Division a detailed justification and have such justification approved by the Division, 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, the contractor is required to maintain documentation to support all daily or hourly consultant rates.

- **Limitation on use of funds for awareness and public education**

The Contractor agrees that no more than five percent (5%) 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.

- **Requirements for contractors providing legal assistance**

The Contractor agrees that legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the Contractor. 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

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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 Contractor also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

- **Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence**

The Contractor agrees to have a policy, or issue one within two hundred seventy (270) days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The policy must address the following: 1) allegations of workplace-related incidents of sexual misconduct, domestic violence, and dating violence by an employee, volunteer, consultant, or contractor; 2) workplace supports for employees, volunteers, consultants, or contractors who are victims of sexual misconduct, domestic violence, or dating violence; and 3) adjudications that will result in an employee, volunteer, consultant, or contractor being prohibited from occupying positions that could undermine the ability of the contractor to carry out the grant-funded project, such as positions working with victims and other vulnerable populations. A policy may provide that certain adjudications do not prohibit an individual from occupying such a position but must include standards for granting such an exemption for an individual.

SASP:

- **Use of funds for direct intervention and related assistance**

The Contractor acknowledges that funds may only be used for the provision of direct intervention and related assistance to victims of sexual violence and their family and household members, including 24-hour crisis line services, medical and criminal justice/civil legal accompaniment, advocacy, and short term individual and group support counseling. Funds cannot be used towards prevention education efforts, projects focused on training allied professionals and/or communities, or the establishment or maintenance of Sexual Assault Response Teams.

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Certification:

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

Signature Chair/Board of Directors Agency Administrator/County Commissioner

Date

Troy Thompson

Typed or Legibly Printed Name

310 W. 19th St. Suite 300, Cheyenne, WY 82001

Address

Phone

307-633-4260

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY



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