



United States Department of Justice

## Office on Violence Against Women

*Working Together to End the Violence*

### General Terms and Conditions for Tribal Reimbursement Program

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

The conditions of this award are material requirements of the award. Compliance with any 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 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

#### **2. 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 details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition:

Requirements related to System for Award Management (SAM) and unique entity identifiers") and are incorporated by reference here.

**3. 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.

**4. 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.

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

The recipient 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 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.

**6. Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, 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; and/or (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>.

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

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of

this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

#### **8. 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 on the OVW website (<https://www.justice.gov/ovw/special-tribal-criminal-jurisdiction-reimbursement-program>). These do not supersede any specific conditions in this award document.

#### **9. Compliance with statutory and regulatory requirements**

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

#### **10. Compliance with notice of reimbursement opportunity**

The recipient agrees to comply with requirements outlined in the notice of reimbursement opportunity under which the application was submitted and the guide to post-award requirements on the OVW website (<https://www.justice.gov/ovw/special-tribal-criminal-jurisdiction-reimbursement-program>). The notice of reimbursement opportunity and post-award requirements guide are hereby incorporated by reference into this award.

#### **11. VAWA 2013 nondiscrimination condition**

The recipient agrees to comply with 34 U.S.C. 12291(b)(13) 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.

#### **12. 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.

#### **13. Non-Supplantation**

The recipient agrees that reimbursement funds will be used to supplement, not supplant, any other federal, state, or local government amounts made available to carry out activities under this reimbursement program.

#### **14. Termination or suspension**

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

#### **15. Limit on costs for reimbursement**

The recipient agrees to seek reimbursement only for expenses incurred in, relating to, or associated with the exercise of Special Tribal Criminal Jurisdiction.

#### **16. Other sources of funding**

The recipient agrees that if there are other sources of federal funding available to pay for a particular cost associated with the exercise of Special Tribal Criminal Jurisdiction, the recipient will expend funds from those sources before seeking reimbursement from this program.

#### **17. Records of expenses (*Initial Allocation Awards Only*)**

The recipient agrees to provide a summary of eligible expenses at the end of the calendar year, which must identify actual expenditures eligible for reimbursement, including dollar amounts for each expenditure and how they were calculated, and further agrees to keep documentation on file to support each claimed expense. Such documentation must meet the requirements of 28 C.F.R. 90.39 and must be sufficient to meet the standards that 2 C.F.R. Part 200 provides for grants.