



SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

# State of Utah

## OFFICE FOR VICTIMS OF CRIME

GARY A. SCHELLER  
Director, UOVC

September 13, 2023

Amber McArthur  
San Juan County Attorney's Office

Dear Amber,

It is my pleasure to inform you that the Utah Office for Victims of Crime has approved the San Juan County Attorney Victims Services application for funding under the Utah Victim Services Program (UVSP) in the amount of **\$38,136.37**. The project period for this award is July 1, 2023 - June 30, 2024. The award number for this grant is 23UVSP20.

This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate. Attached are the certified assurances and grant conditions for this award. The agency's authorized official is required to sign these documents before this award can be finalized.

Please note, all project-related materials and accounting records must be maintained for a period of three years from the date of your last financial status report, unless an audit has been initiated or unresolved audit findings remain. All records must be maintained until the audit findings are resolved.

Please find a completed copy of your contract on the online grants management system [utahgrants.utah.gov](http://utahgrants.utah.gov). Quarterly grant progress reports, performance measure reports, and financial status reports must be submitted at least quarterly no later than October 30, January 30, April 30, and July 30. Financial reports may be submitted monthly.

If you have any questions regarding this award, please contact Pauli Romine, Grant Analyst at 385-472-3070 or [promine@utah.gov](mailto:promine@utah.gov). We look forward to working with you during the coming program year.

Sincerely,

[Gary Scheller \(Sep 14, 2023 08:50 MDT\)](#)

Gary Scheller, Director  
Utah Office for Victims of Crime

Please sign below acknowledging you have received this award document:

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AUTHORIZED OFFICIAL PRINT NAME	TITLE
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AUTHORIZED OFFICIAL SIGN	DATE
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# **UOVC STATE GRANTS CERTIFIED ASSURANCES AND CONDITIONS**

## **CERTIFIED ASSURANCES**

1. The grantee assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Office for Victims of Crime (UOVC) shall be provided to assure fiscal control, proper management, and efficient disbursement of funds. Additionally, the grantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Utah Office for Victims of Crime may require.
2. The grantee assures that it will comply with [State of Utah travel rates](#) and policies unless the grantees home agency rates are more restrictive. If the grantee's home agency rates are less restrictive than the State of Utah travel rates, the grantee must provide its agency travel policy to UOVC, and agency's travel policy/rates must be applied consistently between grant and not-grant funded staff. Furthermore, the grantee assures that it will have and comply with written policies regarding personnel, the purchasing of supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds\*. If the grantee does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.
3. The grantee certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the grantee will comply with all applicable Utah State laws, regulations, and guidelines.
4. The grantee assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60.1 et.seq., as applicable to construction contracts.
5. The grantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex or disability against a grantee of funds the grantee will forward a copy of the findings to UOVC.

6. The grantee assures that it will comply with the lead agency's policies regarding travel, purchasing supplies and equipment, contractual agreements, etc. The only exception to this policy is personnel expenditures. According to the Fair Labor Standards Act, personnel costs including overtime must be paid according to the individual's employing agency's personnel policies. (The lead agency is the unit of local or State government or non-profit which employs the individual signing the grant application cover sheet as the Authorized Official.)

7. The grantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

## **GRANT CONDITIONS**

1. Compensation and Method of Payment. The Utah Office for Victims of Crime (UOVC) will reimburse the grantee, depending on the amount of award, for approved program expenditures as outlined in the grantee's budget. Funding under this award will be provided to the grantee on a *reimbursement basis only* after the payment request has been reviewed and approved by UOVC. Payments made to grantees before the expenses have been incurred must have prior UOVC approval and will only be granted in exceptional circumstances. Reimbursement checks will be issued on a monthly or quarterly basis as financial status reports are submitted and approved unless other payment arrangements have been agreed to by UOVC.

2. Reports. The grantee shall submit, at such times and in such form as may be prescribed, such reports as UOVC may reasonably require, including but not limited to quarterly financial and progress reports, and final financial and narrative reports. Quarterly financial and progress reports shall be received no later than 30 days (or as specified by UOVC) after each quarter ends on March 31, June 30, September 30, and December 31. At such a point where grant funds have been accounted for in total, quarterly financial reports will no longer be required, however, narrative reports must continue to be submitted until the end of the grant period. Grantees must use the designated forms and/or systems made available by UOVC for performance reporting, which identify the information the grantees must collect and report as a condition of receiving funding under this award. Grantees (project director or proxy) of grant funding from UOVC shall, at UOVC's discretion, produce written and oral reports for the Utah Legislature or other entities on project progress and other information that pertains to the grant program.

3. Audit Reports. Grantees who expend more than \$500,000 in State and/or Federal funds during a financial fiscal year must have annual examinations in the form of audits. These audits will be submitted to UOVC with any Management Letters no less than one month after completion of the audit. Local governments have 180 days after the end of their fiscal year to complete their audits while all other grantees have nine months to complete their audit. The audit must conform to OMB Circular A-133 and must contain a schedule of financial assistance. During the audit process, either the grantee or the auditor will send UOVC a verification letter to confirm the amount of grant funds received.

4. Utilization and Payment of Funds. Funds awarded are to be expended ONLY for purposes and activities covered in the grantees approved budget. The grantee agrees to return all unexpended State funds provided hereunder to UOVC within thirty (30) days of termination of the grant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audits.

5. Expenses Not Allowable. Project funds may not be expended for items not part of the approved budget or separately approved by UOVC. UOVC will require a refund of grant monies for expenditures made without approval in the budget or by UOVC. Unallowable costs include, but are not limited to:

- Items not part of the approved budget or separately approved by UOVC
- Uses not approved or appropriated by the agency's legislative body
- Uses, payments, or expenses that are not within the scope of the agency's functions
- The purchase of land or real property
- Construction projects and physical modifications to buildings, including minor renovations
- Research projects (this does not include program assessments conducted only for internal improvement purposes)
- Food and beverage (*except* in circumstances where providing *emergency* food to a crime victim)
- The purchase of alcoholic beverages or entertainment of any kind
- The purchase of gifts or incentive awards of any kind
- Fundraising of any kind

6. Written Approval of Changes. Grantees must obtain prior written approval from UOVC for program changes. These include (a) changes of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget.

7. Termination of Aid. If through any cause the grantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the grant agreement, UOVC shall have the right to terminate the grant agreement or to suspend fund payments by giving written notice to the grantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action.

8. Inspection, Audit, and Monitoring: UOVC, the Utah State Auditors Office, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of grantees and contractors. The grantee understands and agrees that UOVC may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from monitoring required by the the terms of this award or other outstanding issues that arise in connection with audits, investigations, or reviews of the award.

9. Maintenance of Records. All financial and statistical records, supporting documents, and all other records pertinent to grants or contracts shall be retained for at least three years after completion of the project for purposes of State examinations and audits.

10. Third Party Participation. No contract or agreement may be entered into by the grantee for execution of project activities or provision of the services which are not incorporated in the approved proposal or approved in advance by UOVC. Any such arrangement shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the grant project and that the grantee shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project. UOVC shall be provided with a copy of all such contracts and agreements entered into by grantees.

11. Conflict of Interest. The grantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of UOVC, provided that if such persons are or become officers or employees of UOVC they must disqualify this application and any future discussions concerning the entity making this application.

12. Project Director. There shall at all times during the life of the grant agreement be an individual appointed by the grantee as "Project Director". This individual will be responsible for program planning, operation and administration under the grant agreement. The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS).

13. Report to Governing Entity The grantee shall give two reports during the program year to the local, state, or non-profit governing entity (such as the city council, county commission, or board of directors) receiving the grant funds. The reports will include crime categories under which crime victims are served, types of services provided, and program accomplishments as described under contract “Record of Providing Effective Services”, in the quarterly progress report. Grant funded personnel shall participate in the report presentations. Completion of this requirement will be verified and reported in a quarterly progress report.

14. Obligation of Grant Funds: Grant funds may not be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

15. Personal Property: The grantee shall retain any non-expendable personal property acquired with grant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by UOVC grant funds. When there is no longer a need for the property to accomplish the purpose of the program, the grantee shall request property disposition instructions from the UOVC.

16. Project Income: All interest or other income earned by the grantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, etc.) must be tracked. Interest on grant fund advancements must be returned to the UOVC by check payable to the Treasurer of the State of Utah. All other program income will remain with the project or be used to reduce project costs. Program income is subject to the same requirements as are the state grant monies.

17. Information Systems: With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software) produced under this grant will be made available to UOVC for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon request, to UOVC. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms,

file descriptions, report formats, program listings, and flow charts for the system and programs.

18. Sexual Assault Forensic Medical Exam: The State and grantees shall not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, and reimbursement for changes incurred on account of such an exam

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

20. Criminal Penalties: Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to criminal penalties.

21. Nonprofit Organization Requirements: Any entity that is eligible for a grant based on its status as a nonprofit organization must be an organization that is described in section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of that Code. If you are applying for funds based on your status as a non-profit organization please provide evidence of your 501(c) (3) status with this application. All non-profit grantees of UOVC funding under this award are to make their financial statements available online (either on the grantee's or another publicly available website). UOVC will consider grantee organizations that have Federal 501 c (3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

22. Accommodations and Language Access: All grantees, and subgrantees at any tier, must ensure that individuals with disabilities and Deaf individuals and persons with limited English proficiency have meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services, language interpretation and translation services, or the purchase of adaptive equipment. Grantees, and subgrantees at any tier, proposing to use grant funds to create websites, videos and other materials must ensure that they



are accessible to persons with disabilities. All grant grantees are encouraged to allocate grant funds to support activities for these purposes.

23. High Risk Grantees: Based on UOVC's assessment of each grantee with regard to current and/or previous funding, unresolved audit issues, delinquent programmatic and fiscal reporting, and prior performance, a grantee may be designated "high risk." Awards to high-risk grantees may carry special conditions such as increased monitoring and/or prohibitions on drawing funds until certain requirements are met.

24. Finalization of Contract: The grantee shall submit the contract within 90 days of contract beginning date. Funds authorized through the Request for Proposal and final approval process may be null and void after the 90 day period.

25. Category Change: Grantee will plan and budget for equipment and supplies early in the grant project to ensure the full benefit of the purchase is received. Moving personnel, purchasing equipment and supplies, and requesting training funds during the last month of the grant may not be undertaken merely for the purpose of using available funds, as this does not support the purpose of the program.

26. Limitation on Use of Funds to Approved Activities: The grantee agrees that grant funds will be used only for the purposes described in the grantee's approved application.

26. Crime Victims' Rights Act: Grantee understands that the purpose of this grant is to provide financial assistance to organizations that serve victims of crime. Grantee understands that certain state laws exist setting a minimum level of rights for victims of crime. These state laws can be found at Utah Code Title 77, Chapter 37, Sections 1-5. Grantee further understands that all agencies who apply for and receive these grant funds must contractually agree to extend any and all rights and services that are required by law. This includes informing crime victims of remedies should their rights be violated. Grantee understands the legal rights extended to victims of crime and will train all relevant employees and volunteers in those rights. Grantee specifically agrees to comply with all victim rights laws.

27. Activities that compromise victim safety and recovery or undermine offender accountability: Because of the overall purpose of the program to enhance victim safety and offender accountability, grant funds may not be used to support activities that compromise victim safety and recovery. The following activities have been found to jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions:

- Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, relationship to the perpetrator, or the age and/or gender of their children;
- Procedures or policies that compromise the confidentiality of information and privacy of persons receiving UOVC funded services;
- Offering perpetrators the option of entering pre-trial diversion programs or placing batterers in anger management programs;
- Requiring mediation or counseling for couples as a systemic response to domestic violence or sexual assault, or in situations in which child sexual abuse is alleged;
- Requiring victims to report sexual assault, stalking, or domestic violence crimes to law enforcement or forcing victims to participate in criminal proceedings;
- Relying on court-mandated batterer intervention programs that do not use the coercive power of the criminal justice system to hold batterers accountable for their behavior; or
- Supporting policies or engaging in practices that impose restrictive conditions to be met by the victim in order to receive services (e.g., attending counseling, seeking an order of protection)

28. Confidentiality and Information Sharing: The grantee agrees to comply with the provisions of 34 U.S.C. § 12291 (b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

29. Publication Disclaimer: The grantee 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 in part by the Utah Office for Victims of Crime, awarded by the State of Utah. 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 Utah Office for Victims of Crime or the Utah Commission on Criminal and Juvenile Justice.”

30. Copyrighted Works: UOVC 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 recipient of this award and to authorize others to do so. In addition, the grantee (or contractor, or subcontractor of this award at any tier) must obtain advance written approval from the UOVC 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.

31. Equal Opportunity Employment Plan: The grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if grantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the grantee, and may result in suspension of funding until such time as the grantee is in compliance, or termination of the award.

32. Demographic Data: The grantee assures that it will collect and maintain demographic information (e.g. race, sex, national origin, and age) of victims receiving assistance, where such information is voluntarily furnished by the victim.

33. Duplication of Funding: The grantee agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this UOVC award, and those award funds have been or 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 being provided under this UOVC award, the sub-grantee will promptly notify, in writing, the grant manager for this UOVC award, and if so requested by UOVC, seek a budget amendment to eliminate any inappropriate duplication of funding.

34. Victim Services: The grantee assures that they will assist victims in seeking available crime victim compensation benefits; that they will provide services to victims of Federal crimes on the same basis as victims of State crimes; and that they will provide services, at no charge, through the grant funded project.

## **OFFICE FOR CIVIL RIGHTS CONDITIONS**

1. Ensuring Access to Federally Assisted Programs: Recipients of financial assistance from the DOJ must adhere to federal laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits grantees from discriminating on the basis of age in the delivery of service or benefits.

The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity.

2. Enforcing Civil Rights Laws: All recipients of state financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination.

3. Providing Services to Limited English Proficiency (LEP) Individuals: In Compliance with the Department of Justice Executive Order 13166, the grantee shall take reasonable steps to provide limited English proficient (LEP) persons with meaningful access to all services, programs or activities conducted. The grantees shall have a comprehensive written plan in place that ensures that communications between their organization and the LEP person are not impaired. Said plan should include the following:

1. Self-assessment within an organization to ensure effective communication at all points of contact between grantees with limited-English proficiency and your agency and partners.
2. A policy statement which provides the purpose and expectations of the organization and its employees in providing:
  - a. Legal authorities & definitions;
  - b. Language identification & notification of language access;
  - c. Complaint process for in-person and telephonic interpreters;
  - d. Training for staff/volunteers/other personnel to be trained on the language access plan;
  - e. Notification of the availability of language access programs and activities to the public; and
  - f. Monitoring and compliance.

4. Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion: The DOJ regulation 28 C.F.R. pt. 38, updated in April 2016, prohibits all grantee organizations whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

5. Using Arrest and Conviction Records in Making Employment Decisions: Grantees should be mindful that the misuse of arrest or conviction records to screen either applications of employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination.

6. Complying With the Safe Streets Act: An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see C.F.R. §§ 42.204(c), 205(c)(5)).

# **RAPE CRISIS COUNSELOR MANDATE FOR THE STATE OF UTAH**

**(Applicable to Non-Profit, Rape Crisis Centers)**

The Utah Office for Victims of Crime requires all non-profit organizations (501(c)3) receiving grant funding who provide rape crisis services to certify their compliance with the Confidential Communications for Sexual Assault Act, Utah State Judicial Code 77. All Sub grantee staff and volunteers who provide direct services to victims of sexual violence must complete 40 hours of training in assisting victims of sexual assault. Training to certify as a Rape Crisis Counselor must be provided by a Utah Rape Crisis Program or a State Sexual Assault Coalition.

## **Confidential Communications for Sexual Assault Act Utah State Judicial Code Section 77-38-201-204**

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE GRANTEE, I HEREBY CERTIFY THAT THE GRANTEE IS IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE (SIGN BELOW)

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AUTHORIZED OFFICIAL SIGNATURE

DATE

IF YOU ARE NOT CURRENTLY IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE, PLEASE CHECK THE BOX AND SUBMIT A LETTER REQUESTING A 90 DAY EXTENSION IN ORDER TO COMPLY.

PLEASE CHECK THIS BOX IF YOU ARE NOT A RAPE CRISIS COUNSELOR AND ARE NOT REQUIRED TO COMPLETE THIS TRAINING

**PRIVILEGED COMMUNICATIONS WITH VICTIM ADVOCATES MANDATE**

The Utah Office for Victims of Crime requires all non-profit and government organizations receiving grant funding who provide direct services to crime victims to certify their compliance with the [Privileged Communications with Victim Advocates Act](#). All subgrantee staff and volunteers who provide direct services to victims of crime must complete 40 hours of trauma-informed training in crisis response, the effects of crime and trauma on victims, victim advocacy services and ethics, informed consent, and this part regarding confidential communication. Training must be approved or provided by the Utah Office for Victims of Crime.

**Privileged Communications with Victim Advocates Act  
Utah State Code of Criminal Procedure Section 77 38 401-405**

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE GRANTEE, I HEREBY CERTIFY THAT THE GRANTEE IS IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE (SIGN BELOW)

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AUTHORIZED OFFICIAL SIGNATURE

DATE

IF YOU ARE NOT CURRENTLY IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE, PLEASE CHECK THE BOX AND SUBMIT A LETTER REQUESTING A 90 DAY EXTENSION IN ORDER TO COMPLY.

PLEASE CHECK THIS BOX IF YOU ARE NOT A VICTIM SERVICES ORGANIZATION AND ARE NOT REQUIRED TO COMPLETE THIS TRAINING

## Signing

By signing your name, you are hereby declaring that you agree to the terms and conditions of the preceding document and assure that all the information provided herein is accurate.

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AUTHORIZED OFFICIAL PRINT NAME

TITLE

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AUTHORIZED OFFICIAL SIGNATURE

DATE





SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

# State of Utah

## OFFICE FOR VICTIMS OF CRIME

GARY A. SCHELLER  
Director, UOVC

### Certification Regarding Lobbying

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Subrecipient’s request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit [Standard Form - LLL, “Disclosure of Lobbying Activities”](#) in accordance with its (and any DOJ awarding agency’s) instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

By signing your name, you are hereby declaring that you agree to the terms and conditions of the preceding document and assure that all the information provided herein is accurate.

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NAME OF AGENCY

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AUTHORIZED OFFICIAL PRINT NAME TITLE

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AUTHORIZED OFFICIAL SIGNATURE DATE



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## **Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended**

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Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

### **(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

### **(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

**(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

**(D) Information sharing**

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

**(E) Statutorily mandated reports of abuse or neglect**

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

**(F) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

**(G) Confidentiality assessment and assurances**

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

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As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

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Typed Name of Authorized Representative

Title

Telephone Number \_\_\_\_\_

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Signature of Authorized Representative

Date Signed

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Agency Name