



Notification of Funding Opportunity (NoFO)

**OVW FY 2020 Improving Criminal Justice
Responses to Domestic Violence, Dating Violence,
Sexual Assault, and Stalking Grant Program (ICJR)
FY20 – FY23**

NoFO available to the public: December 6, 2019
Submission Deadline: December 20, 2019

Palm Beach County Board of County Commissioners
Public Safety Department – Division of Victim Services
(561) 625-2568
4210 N Australian Avenue
West Palm Beach, FL 33407

TABLE OF CONTENTS

- I. GENERAL INFORMATION
- II. OFFICIAL NOTIFICATION OF FUNDING OPPORTUNITY
- III. TIMELINE
- IV. CONE OF SILENCE
- V. PROPOSAL GUIDELINES
- VI. TERMS AND CONDITIONS

Attachment 1: OVW ICJR FY2020 - FY2023 Grant Solicitation

Attachment 2: Cover Sheet Template

Attachment 3: Contract Template

Attachment 4: Terms & Conditions by Funding Source

READ CAREFULLY AND COMPLY WITH ALL REQUIREMENTS

I. GENERAL INFORMATION

The purpose of this Notification of Funding Opportunity (NoFO) is for the Palm Beach County (P B C) Board of County Commissioners' (BCC) Public Safety Department – Division of Victim Services to solicit proposals from qualifying agencies to provide services related the OVW ICJR program. The Division of Victim Services, through the PBC Board of County Commissioners, will be applying for OVW ICJR funding to enhance the County's Coordinated Community Response to domestic violence, dating violence, sexual assault and stalking. We are seeking a Victim Service provider as a grant partner to help carry out the activities of the grant, if awarded.

The OVW is a component of the US Department of Justice. They administer grant programs authorized by the Violence Against Women Act (VAWA) and subsequent legislation and provide national leadership on issues of domestic violence, dating violence, sexual assault and stalking. OVW grants support coordinated community responses to hold offenders accountable and serve victims.

Activities supported by this program are determined by statute, federal regulations, and OVW policies. The funded project is bound by the solicitation (Attachment 1) and the DOJ Financial guide (available online: https://www.ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf) including updates to the guide after the award is made.

Contact Person

The Contact Person for this NoFO is Molly McConnell, OVW Grant Coordinator of Victim Services. Her contact information is as follows:

Palm Beach County Public Safety Department
Division of Victim Services
4210 N. Australian Avenue
West Palm Beach, FL 33407
Email – mmcconne@pbcgov.org

Any explanations/clarifications desired by Proposers must be requested in writing and emailed to the Contact Person. The questions or comments must contain the Proposer's name, address, phone number and email address.

Amendments to NoFO

No oral interpretation of this NoFO shall be considered binding. PBC will be bound by the information and statements only when such statements are written and executed under the authority of the Department of Public Safety. Any interpretation, clarification, correction or change to this NoFO will be made only by Amendment and emailed to all proposers upon issuance.

Review of Proposals

Each Proposal will be reviewed to determine if the Proposal is responsive to the NoFO. Proposals deemed to be non-responsive will be rejected without being evaluated. A responsive Proposal is one which has been signed, submitted timely, and has provided the information required. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of your Proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all required and/or desired elements of this NoFO, do so at their own risk.

Selection Process

All responsive proposals will be reviewed first by the Contact Person to determine if each Proposer has submitted the required information and meets all Proposal Guidelines (as stated in Section V). Those proposals fulfilling the Proposal Guidelines shall be referred to the Review Panel for review and further consideration.

The Review Panel will evaluate all responses to this NoFO that meet the Proposal Guidelines and are deemed responsive. The Review Panel will evaluate all proposals based on the information submitted with the Proposal. Accordingly, Proposers are urged to ensure that their Proposal contains all the necessary information for the Review Panel to fairly and accurately evaluate each of the criteria listed in the Proposal Guidelines.

The Review Panel shall meet in a public session to score each Proposal by reviewing each Proposal against the evaluation criteria listed in the Proposal Guidelines. Upon completion of the Review Panel's review and discussion of all the responsive proposals submitted, each Review Panel member shall score each Proposal and total the scores for each Proposal. Score Cards will be reviewed for completion and accuracy prior to the end of the Review Panel meeting.

After the Review Panel has scored each Proposal, the Review Panel will then assign the Priority Area Score for each Proposal. The Review Panel's evaluations will then be submitted to Nicole Bishop, Director of the Division of Justice Services and the Division of Victim Services for consideration and selection.

Proposers will be notified via email of selection outcomes.

Right of Appeal/Protest

Any Proposer may protest a recommendation for subrecipient awards by submitting a written protest to Stephanie Sejnoha, Director of the Public Safety Department, within five (5) business days of the posting of the Recommended Subrecipient Awards.

The protest shall be submitted in writing, shall identify the protestor and the solicitation, shall include a factual summary of the basis for the protest, and shall be addressed to the Director of the Public Safety Department, via hand-delivery, via mail to 50 S. Military Trail, West Palm Beach, FL 33415, or via email to ssejnoha@pbcgov.org.

Failure to file a protest within five (5) business days of the posting of the Recommended Subrecipient Awards shall constitute a waiver of the Proposer's right to protest.

Contractual Insurance Requirements, if a Proposal is Selected

Please refer to **Attachment 3** for a sample of contractual insurance requirements.

II. OFFICIAL NOTIFICATION OF FUNDING OPPORTUNITY (NoFO)

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC SAFETY DEPARTMENT
OVW FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating
Violence, Sexual Assault, and Stalking Grant Program (ICJR)
FY20 – FY23**

Contracts issued will be for one (1) three (3) year period.

Eligible Proposers

Not-for-profit agencies holding current and valid 501(c)(3) status as determined by the Internal Revenue Service primarily providing services to victims of domestic violence, dating violence, sexual assault and stalking.

Proposer Requirements

- 1) Proposers will demonstrate a documented history of serving victims of domestic violence, dating violence, sexual assault and stalking.
- 2) Proposers will demonstrate a history of effective work with victims of domestic violence, dating violence, sexual assault and stalking.
- 3) The partnership will include involvement in the development and implementation of the project, which will include a Coordinated Community Response (CCR) to domestic violence, dating violence, sexual assault and stalking.
- 4) Proposers must hold current and valid 501(c)(3) status as determined by the Internal Revenue Service.
- 5) Proposers must demonstrate accountability through the submission of acceptable financial audits performed by an independent auditor, if requested.

Service Categories

- 1) Salary and fringe benefits of full time advocate for 36 months
- 2) Staff Mileage
- 3) Staff Training
- 4) CCR Co-lead/participation (i.e. attendance at meetings, etc.)

Monitoring and Quality Control

If selected, Proposers agree to participate in further evaluation, conducted by the Public Safety Department – Division of Victim Services, or on behalf of the Public Safety Department – Division of Victim Services. In addition to monitoring, this may include assessment to determine program effectiveness. Accordingly, Proposers must agree to provide:

- Data pertaining to clients served during project period for OVW reporting (for example: demographics, services provided, success stories, etc.)
- Data pertaining to training conducted by grant staff
- Supplemental documentation for billing purposes (timesheets, mileage, sign-in sheets, other documents as needed.)

Proposals and Amount of Funds Requested

The funding available for this project will be approximately **\$160,000 for the three (3) year period**. If selected, Proposers will be considered Subrecipients of select funds.

Federal funding has specific terms and conditions, as well as reporting requirements, which will be part of any contract between PBC and the selected entities. If selected, Proposers must adhere to these terms and conditions. This is including, but not limited to [2 CFR §200](#) and the [DOJ Financial Guide](#). For more information, please refer to **Attachment 4**.

Proposers should request only the amounts necessary to implement the proposed service/program(s). Awards may be made in an amount less than requested. Final monetary awards will be negotiated during the contracting process with PBC, and are based on funding from OVW.

Submission Deadline Date

Proposals will be emailed to Molly McConnell at mmcconne@pbcgov.org no later than 5:00 p.m. ET on December 20, 2019. **All proposals shall be** completed per the Proposal Guidelines in Section V.

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS AD AND DOCUMENTS LISTED CAN BE REQUESTED IN AN ALTERNATE FORMAT. AUXILIARY AIDS OR SERVICES WILL BE PROVIDED UPON REQUEST WITH AT LEAST THREE DAYS NOTICE (CONTACT MOLLY MCCONNELL at MMCCONNE@PBCGOV.ORG).

III. TIMELINE

DATE	ACTIVITY
December 6, 2019	NoFO posted to Victim Services website (http://discover.pbcgov.org/publicsafety/victimservices/Pages/default.aspx) and available via email sent through PBC Domestic Violence Council
December 13, 2019	Final day to submit written questions via email
December 16, 2019	All questions to be answered and sent out to proposers
December 20, 2019	Submission Deadline Date
January 2, 2020	Review Panel meets to finalize reviews and proposal scoring
January 3, 2020	Recommended Subrecipient Awards announced
January 10, 2020	Final date to submit written Protest

IV. CONE OF SILENCE

This NoFO includes a Cone of Silence. The Cone of Silence will apply from the Submission Deadline Date and terminate at the time the awards are approved by the BCC.

All parties interested in submitting a Proposal will be advised of the following:

Lobbying - "Cone of Silence."

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" (Ordinance), a copy of which can be accessed at www.pbcgov.com/legislativeaffairs/Pages/Lobbying_Regulations.aspx, in effect. The Proposer shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience, the provisions relating to the Cone of Silence have been summarized here. **"Cone of Silence" means a prohibition on any non-written communication regarding this NoFO between any Proposer or Proposer's representative and any County Commissioner or Commissioner's staff.** A Proposer's representative shall include, but not be limited to, the

Proposer's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Proposer.

The Cone of Silence is in effect as of the Submission Deadline Date. The provisions of the Ordinance shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the BCC approves awards or a contract, rejects all proposals or otherwise takes action which ends the solicitation process.

V. PROPOSAL GUIDELINES

- Complete the Cover Sheet (**Attachment 2**)
- Use Times New Roman font, 12 point, double spaced, standard 8 ½ x 11”
- Submit one (1) single electronic PDF file to Contact Person via email. The file shall be named as follows: **OVW ICJR FY2020 TO FY2023_Proposer’s Agency Name**

Proposal (up to 100 points)

Fully address the following questions:

- 1) Describe how Palm Beach County could benefit from a Coordinated Community Response to domestic violence, dating violence, sexual assault and stalking. (20 points)
- 2) On a systems level, describe what Palm Beach County is currently lacking in its response to victims of domestic violence, dating violence, sexual assault and stalking. (15 points)
- 3) Describe your agency’s current efforts to address deficiencies noted in Question 2. (15 points)
- 4) Provide a description of your agency’s history of serving victims of domestic violence, dating violence, sexual assault and stalking in Palm Beach County. Provide advocate job description. (20 points)
- 5) Describe your agency’s history of *effective work* with victims of domestic violence, dating violence, sexual assault and stalking. (20 points)
- 6) The partnership will include involvement in the development and implementation of the project, which will include a Coordinated Community Response (CCR) to domestic violence, dating violence, sexual assault and stalking. What specific experience does your agency have facilitating multidisciplinary teams? (10 points)

Budget

Complete and attach to your Proposal, a program budget according to the service categories in Section II.

VI. TERMS AND CONDITIONS

1. Proposal Guarantees

Proposer guarantees their commitment, compliance and adherence to all requirements of the NoFO by submission of their proposal, as indicated by signature on the Cover Sheet (**Attachment 2**).

2. Modified Proposals

Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Electronic Submission Deadline Date for receipt of proposals. Only the latest proposal submitted will be considered.

3. Late Proposals, Late Modified Proposals

Proposals and/or modified proposals uploaded after 5:00 p.m. ET on the Submission Deadline Date shall not be considered.

4. NoFO Postponement/Cancellation

The Contact Person will provide notice through the Victim Services website and Domestic Violence Council of Palm Beach County contact list of any modifications to the NoFO, postponement and/or cancellation.

5. Costs Incurred by Proposers

All expenses incurred with the preparation and submission of proposals to PBC, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for proposals received, or for any other effort required of or made by the Proposers, prior to commencement of work as defined by a contract approved by the BCC.

6. Public Record Disclosure

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

7. PBC's Office of the Inspector General Audit Requirements

Pursuant to PBC Code, Sections 2-421 - 2-440, as may be amended, PBC's Office of Inspector General is authorized to review past, present and proposed PBC contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with PBC, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

8. Commencement of Work

PBC's obligation will commence when the contract is approved by the BCC or their designee, and upon written notice to the Proposer. PBC may set a different starting date for the contract. PBC will not be responsible for any work done by the Proposer, even work done in good faith, if it occurs prior to the contract start date set by PBC. The contract will be in substantially similar

form as attached hereto as **Attachment 3**.

9. **Non-Discrimination**

PBC is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to PBC Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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ATTACHMENTS



U.S. Department of Justice
Office on Violence Against Women (OVW)

OVW Fiscal Year 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program Solicitation

Release Date: on or about November 26, 2019

Eligibility

Eligible applicants are limited to: **States; Indian tribal governments; state and local courts (including juvenile courts); units of local government; state, tribal, or territorial domestic violence or sexual assault coalitions; or victim service providers.**

(See "[Eligibility Information](#)")

Deadlines

Applications are due by 11:59 p.m. Eastern Time (E.T.) on January 27, 2020.

(See "[Submission Dates and Times](#)")

Registration Information: To submit an application, all applicants must obtain a Data Universal Number System (DUNS) number and register online with the System for Award Management (SAM) and with [Grants.gov](#). To ensure sufficient time to complete the registration process, applicants must obtain a DUNS number and register online with SAM and with [Grants.gov](#) immediately, but no later than January 10, 2020.

(See "[Registration](#)")

Letter of Intent: Applicants are strongly encouraged to submit a non-binding Letter of Intent to OVW.ICJR@usdoj.gov by January 10, 2020. This letter confirms that the applicant has registered with SAM and [Grants.gov](https://www.grants.gov). Submitting a Letter of Intent will not obligate a potential applicant to submit an application. Interested applicants who do not submit a Letter of Intent are still eligible to apply.

(See "[Letter of Intent](#)")

Pre-Application Information Session: OVW will post a pre-recorded Pre-Application Information Session on its website for entities interested in submitting an application for this program. Listening to this session is optional. Interested applicants who do not listen to the pre-recorded session are still eligible to apply. The session is tentatively scheduled to be available by December 18, 2019 on the OVW website at <https://www.justice.gov/ovw/resources-applicants>.

(See "[Pre-Application Information Session](#)")

Contact Information

For assistance with the requirements of this solicitation, email OVW at OVW.ICJR@usdoj.gov. Alternatively, interested parties may call OVW at (202) 307-6026.

Submission and Notification Information

Submission: Applications for this program will be submitted through [Grants.gov](https://www.grants.gov). For technical assistance with [Grants.gov](https://www.grants.gov), contact the [Grants.gov](https://www.grants.gov) Applicant Support Line at 1-(800)-518-4726.

The [Grants.gov](https://www.grants.gov) number assigned to this announcement is OVW-2020-17563.

Notification: OVW anticipates notifying applicants of funding decisions by October 1, 2020.

Contents

<i>A. Program Description</i>	1
Overview of OVW	1
About the OVW Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program	1
Program Scope	1
Purpose Areas.....	2
OVW Priority Areas	5
Activities that Compromise Victim Safety and Recovery or Undermine Offender Accountability	Error! Bookmark not defined.
Out-of-Scope Activities	6
Activities Requiring Prior Approval.....	7
<i>B. Federal Award Information</i>	7
Availability of Funds.....	7
Award Period and Amounts	7
Types of Applications	8
Mandatory Program Requirements.....	8
<i>C. Eligibility Information</i>	9
Eligible Applicants	10
Cost Sharing or Matching	11
Other Program Eligibility Requirements	11
<i>D. Application and Submission Information</i>	13
Address to Request Application Package	13
Content and Form of Application Submission	14
Formatting and Technical Requirements	14
Application Contents.....	14
Summary Data Sheet.....	15
Proposal Abstract	16
Project Narrative.....	16
Budget Detail Worksheet and Narrative.....	18
Memorandum of Understanding (MOU).....	20
Additional Required Information.....	21
Unique Entity Identifier (DUNS Number), System for Award Management (SAM), and Grants.gov Registration	25

Submission Dates and Times25

OVW Policy on Late Submissions26

Funding Restrictions.....28

Other Submission Requirements30

Submitting a Grant Application30

E. Application Review Information.....31

 Criteria.....31

 Review and Selection Process31

 Anticipated Announcement and Federal Award Dates.....33

F. Federal Award Administration Information33

 Federal Award Notices33

 Administrative and National Policy Requirements.....33

 Reporting.....34

G. Federal Awarding Agency Contact(s)34

H. Other Information.....34

 Application Checklist34

Federal Award Information:

Funding Type:	Grant
Estimated Total Funding:	\$32,000,000
Expected Number of Awards:	45
Award Ceiling:	\$1,000,000 (Purpose Areas 1-21) \$1,250,000 (Purpose Area 22)
Award Floor:	N/A
Registration Due:	January 10, 2020
Letter of Intent Due:	January 10, 2020
Application Due:	January 27, 2020
Anticipated Start Date:	October 1, 2020
Length of Award Period:	36 months (Purpose Areas 1-21) 48 months (Purpose Area 22)

OVW Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (CFDA 16.590)

A. Program Description

Overview of OVW

OVW is a component of the United States Department of Justice (DOJ). Created in 1995, OVW administers grant programs authorized by the Violence Against Women Act (VAWA) and subsequent legislation and provides national leadership on issues of domestic violence, dating violence, sexual assault, and stalking. OVW grants support coordinated community responses to hold offenders accountable and serve victims.

Statutory Authority

This program is authorized by 34 U.S.C. §§ 10461-10465 and implemented through regulations at 28 C.F.R. Part 90, Subpart D.

About the OVW Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant (Improving Criminal Justice Responses) Program

The Improving Criminal Justice Responses Program encourages state, local, and tribal governments and courts to treat domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system. For additional information about this program, see <https://www.justice.gov/ovw/grant-programs> and <https://www.vawamei.org/grant-program/improving-criminal-justice-response-icjr-program/>.

Program Scope

Activities supported by this program are determined by statute, federal regulations, and OVW policies. If an applicant receives an award, the funded project is bound by the provisions of this solicitation, the [DOJ Financial Guide](#), including updates to the financial guide after an award is

made, the section of the OVW [Solicitation Companion Guide](#) on post-award requirements for all federal award recipients, and the conditions of the award.

Purpose Areas

The Improving Criminal Justice Responses Program includes 22 purpose areas. For the convenience of applicants, the following categories illustrate the types of activities that fall within these purpose areas:

1. Enhanced law enforcement responses, including centralized units, specialized training, improved arrest policies, and protection order enforcement (*see purpose areas 1, 2, 3, 4, 7, 8, 9, 11, 12, 15, and 19*).
2. Targeted responses to sexual assault, including sexual assault response teams (SARTs), evidence collection and testing, and specialized policies, protocols, and training (*see purpose areas 11, 13, 17, 18, 19, 20, and 21*).
3. Coordinated community responses, including multidisciplinary teams, comprehensive victim services and support centers (co-located services), and interdisciplinary policy development (*see purpose areas 4, 5, 8, 10, 11, 15, 16, 19, 21, and 22*).
4. Enhanced prosecution responses, including centralized units, specialized training, and policy and protocol development (*see purpose areas 3, 4, 7, 8, 9, 11, 14, 15, and 19*).
5. Improved judicial handling of cases, including centralized courts and dockets, judicial education programs, and protection order issuance and tracking (*see purpose areas 3, 4, 6, 7, 8, 11, and 15*).

Applicants interested in proposing activities for any of the above categories may choose from any of the purpose areas listed for that category. However, applicants are not limited to applying to purpose areas in a single category.

Pursuant to 34 U.S.C. § 10461(b), funds under this program must be used for one or more of the following purposes:

1. To implement proarrest programs and policies in police departments, including policies for protection order violations and enforcement of protection orders across state and tribal lines.
2. To develop policies, educational programs, protection order registries, data collection systems, and training in police departments to improve tracking of cases and classification of complaints involving domestic violence, dating violence, sexual assault, and stalking. Policies, educational programs, protection order registries, and training described in this paragraph shall incorporate confidentiality, and privacy protections for victims of domestic violence, dating violence, sexual assault, and stalking.
3. To centralize and coordinate police enforcement, prosecution, or judicial responsibility for domestic violence, dating violence, sexual assault, and stalking cases in teams or units of police officers, prosecutors, parole and probation officers, or judges.
4. To coordinate computer tracking systems and provide the appropriate training and education about domestic violence, dating violence, sexual assault, and stalking to ensure communication between police, prosecutors, parole and probation officers, and both criminal and family courts.

5. To strengthen legal advocacy service programs and other victim services for victims of domestic violence, dating violence, sexual assault, and stalking, including strengthening assistance to such victims in immigration matters.
6. To educate federal, state, tribal, territorial, and local judges, courts, and court-based and court-related personnel in criminal and civil courts (including juvenile courts) about domestic violence, dating violence, sexual assault, and stalking and to improve judicial handling of such cases.
7. To provide technical assistance and computer and other equipment to police departments, prosecutors, courts, and tribal jurisdictions to facilitate the widespread enforcement of protection orders, including interstate enforcement, enforcement between states and tribal jurisdictions, and enforcement between tribal jurisdictions.
8. To develop or strengthen policies and training for police, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of domestic violence, dating violence, sexual assault, and stalking against older individuals (as defined in section 3002 of title 42) and individuals with disabilities (as defined in section 12102(2) of title 42).
9. To develop state, tribal, territorial, or local policies, procedures, and protocols for preventing dual arrests and prosecution in cases of domestic violence, dating violence, sexual assault, and stalking, and to develop effective methods for identifying the pattern and history of abuse that indicates which party is the actual perpetrator of abuse.
10. To plan, develop and establish comprehensive victim service and support centers, such as family justice centers, designed to bring together victim advocates from victim service providers, staff from population specific organizations, law enforcement officers, prosecutors, probation officers, governmental victim assistants, forensic medical professionals, civil legal attorneys, chaplains, legal advocates, representatives from community-based organizations and other relevant public or private agencies or organizations into one centralized location, in order to improve safety, access to services, and confidentiality for victims and families. Although funds may be used to support the colocation of project partners under this paragraph, funds may not support construction or major renovation expenses or activities that fall outside of the scope of the other statutory purpose areas.
11. To develop and implement policies and training for police, prosecutors, probation and parole officers, and the judiciary in recognizing, investigating, and prosecuting instances of sexual assault, with an emphasis on recognizing the threat to the community for repeat crime perpetration by such individuals.
12. To develop, enhance, and maintain protection order registries.
13. To develop human immunodeficiency virus (HIV) testing programs for sexual assault perpetrators and notification and counseling protocols.
14. To develop and implement training programs for prosecutors and other prosecution-related personnel regarding best practices to ensure offender accountability, victim safety, and victim consultation in cases involving domestic violence, dating violence, sexual assault, and stalking.

15. To develop or strengthen policies, protocols, and training for law enforcement, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of domestic violence, dating violence, sexual assault, and stalking against immigrant victims, including the appropriate use of applications for nonimmigrant status under subparagraphs (T) and (U) of section 1101(a)(15) of title 8.
16. To develop and promote state, local, or tribal legislation and policies that enhance best practices for responding to the crimes of domestic violence, dating violence, sexual assault, and stalking, including the appropriate treatment of victims.
17. To develop, implement, or enhance sexual assault nurse examiner programs or sexual assault forensic examiner programs, including the hiring and training of such examiners.
18. To develop, implement, or enhance Sexual Assault Response Teams or similar coordinated community responses to sexual assault.
19. To develop and strengthen policies, protocols, and training for law enforcement officers and prosecutors regarding the investigation and prosecution of sexual assault cases and the appropriate treatment of victims.
20. To provide human immunodeficiency virus testing programs, counseling, and prophylaxis for victims of sexual assault.
21. To identify and inventory backlogs of sexual assault evidence collection kits and to develop protocols for responding to and addressing such backlogs, including policies and protocols for notifying and involving victims.
22. To develop multidisciplinary high-risk teams focusing on reducing domestic violence and dating violence homicides by:
 - a. using evidence-based indicators to assess the risk of homicide and link high-risk victims to immediate crisis intervention services.
 - b. identifying and managing high-risk offenders.
 - c. providing ongoing victim advocacy and referrals to comprehensive services including legal, housing, health care, and economic assistance.

Because the majority of the statutory purpose areas listed above include functions and/or activities that are inherently governmental, **coalitions and victim service providers** applying as the lead applicant may seek funding to address **only purpose areas 5, 10, and 17** above.

Note: In an effort to distribute funds across the country, applicants applying to address **purpose area 10**, to establish a new family justice center or to co-locate services, will be given priority over applicants that have been funded two or more times. Beginning in FY 2020, OVW is limiting funding under this purpose area to two funding cycles. This means that FY 2020 will be the final funding opportunity for continuation applicants to purpose area 10 that have received one or more awards to address purpose area 10 previously.

Given the intensive nature of implementing **purpose area 22**, the only purpose areas that can be combined with it are purpose areas 3 and 16.

OVW Priority Areas

In FY 2020, OVW is interested in supporting one or more of the priority areas identified below. Applications proposing activities in one or more of the following areas will be given special consideration or receive additional points as detailed below.

1. Reduce violent crime against women and promote victim safety through investing in law enforcement and increasing prosecution.

OVW will give special consideration to applications that meaningfully address one or more of the following statutory purpose areas: **1** (proarrest programs and policies), **3** (specialized units), **6** (improving judicial handling of cases), **8** (developing policies and trainings for working with older individuals and individuals with disabilities), **10** (co-located services/FJC), **11** (developing policies and training for recognizing, investigating or prosecuting instances of sexual assault), **14** (training for prosecutors), **19** (improving investigation or prosecution of sexual assault cases), and/or **22** (reducing domestic and dating violence homicides).

To demonstrate that an application meaningfully addresses **purpose areas 1, 3, 6, 8, 10, 11, 14, 19, and/or 22**, no less than 50 percent of proposed goals, objectives, activities, and budget must support law enforcement, prosecution, and/or court entities. Funding can support salaries, fringe benefits, officer overtime, supplies, equipment, training, and travel costs. Applications that meet these requirements will receive a 10-point addition during the recommendation process.

2. Address the specific challenges that rural communities face in responding to domestic violence, dating violence, sexual assault, and stalking.

OVW will give special consideration to applications proposing activities in rural communities that seek to improve the investigation and prosecution of domestic violence, dating violence, sexual assault, and stalking by supporting law enforcement, prosecution, and victim services. Applications must clearly identify how project activities will address specific challenges in rural communities.

Program-Specific Priority Area

Pursuant to 34 U.S.C. § 10461(g), no less than 25 percent of the total amount appropriated for the ICJR Program “shall be available for projects that address sexual assault, including stranger rape, acquaintance rape, alcohol or drug facilitated rape, and rape within the context of an intimate partner relationship.”

OVW will give priority to applications that meaningfully address sexual assault. To qualify for this priority, the application must address **purpose areas 11** (developing policies and training for recognizing, investigating or prosecuting instances of sexual assault) **and 19** (improving investigation or prosecution of sexual assault cases) and may also address **purpose areas 3** (specialized units), **17** (developing a SANE/SAFE program), **and/or 18** (developing a SART).

Statutory Priority

Pursuant to 34 U.S.C. § 10462(b), when making Improving Criminal Justice Responses Program awards, OVW must give priority to applicants that:

- Do not currently provide for centralized handling of cases involving domestic violence, dating violence, sexual assault, or stalking by police, prosecutors, and courts;
- Demonstrate a commitment to strong enforcement of laws, and prosecution or cases, involving domestic violence, dating violence, sexual assault, or stalking, including the enforcement of protection orders from other states and jurisdictions, including tribal jurisdictions;
- Have established cooperative agreements or can demonstrate effective ongoing collaborative arrangements with neighboring jurisdictions to facilitate the enforcement of protection orders from other states and jurisdictions, including tribal jurisdictions; and
- Intend to utilize grant funds to develop and install data collection and communication systems, including computerized systems, and training on how to use these systems effectively to link police, prosecutors, courts, and tribal jurisdictions for the purpose of identifying and tracking protection orders and violations of protection orders, in those jurisdictions where such systems do not exist or are not fully effective.

In FY 2020, applications submitted by states, Indian tribal governments, state and local courts (including juvenile courts), and units of local government addressing one or more statutory priority(ies) above will receive one additional point during the recommendation process.

Activities that Compromise Victim Safety and Recovery or Undermine Offender Accountability

OVW does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions. Applications that propose any such activities may receive a deduction in points during the review process or may be eliminated from consideration entirely. Information on activities that compromise victim safety and recovery or undermine offender accountability may be found in the [Solicitation Companion Guide](#).

Out-of-Scope Activities

The activities listed below are out of the program scope, and they will not be supported by this program's funding. See also the list of unallowable costs in the [Funding Restrictions](#) section of this solicitation.

1. **Research projects.** (This does not include assessments conducted only for internal improvement purposes (up to three percent of the award). For information on distinguishing between research and assessments, see the heading on this topic in the [Funding Restrictions](#) section of this solicitation and the [Solicitation Companion Guide](#).)
2. **Direct legal representation.** Grant funds may only be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, and stalking in the limited context of protection order proceedings.
3. **Family Law.** Grant funds may not be used for family law matters including, but not limited to, divorce, custody, visitation, and/or child support.
4. **Prevention activities.** Grant funds may not be used for prevention activities. Grantees are only permitted to engage in outreach activities to inform potential victims about the availability of services.
5. **Family violence services.** Grant funds may not be used to address child abuse or other family violence issues, such as violence perpetrated by a child against a parent or violence perpetrated by a sibling against another sibling.

6. **Services for children.** Grant funds may not be used to investigate or prosecute child physical or sexual abuse cases. Grant funds may be used to investigate, prosecute, and provide services in cases involving victims age 11 and older. Grant funds may be used to provide direct services to individuals 10 and under only where such services are an ancillary part of providing services to the individual's parent who is a victim of domestic violence, dating violence, sexual assault, or stalking (such as providing child care services while the parent-victim receives services).
7. **Sex offender registry.** Grant funds may not be used to create sex offender registries.

Applications that propose activities that are deemed to be substantially out-of-scope may receive a deduction in points during the review process or may be eliminated from consideration entirely.

Activities Requiring Prior Approval

Recipients must receive prior approval before using grant funds to support surveys, whether conducted as part of a program or needs assessment, or for any other purpose. Prior approval is necessary to determine whether the activity is within the scope of the award and meets the requirements of the Paperwork Reduction Act (see the [Solicitation Companion](#) Guide for more information).

B. Federal Award Information

Availability of Funds

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. There is no guarantee that funds will be available in the future. OVW may elect to make awards in a future fiscal year for applications submitted under this solicitation but not selected for FY 2020 funding, depending on the merits of the applications and the availability of funding.

Award Period and Amounts

Applicants proposing to address **purpose areas 1-21**: The award period is 36 months. Budgets must reflect 36 months of project activity, and the total "estimated funding" on the SF-424 must reflect 36 months. OVW anticipates the award period will start on October 1, 2020.

Applicants proposing to address **purpose area 22**: The award period is 48 months. Budgets must reflect 48 months of project activity, and the total "estimated funding" on the SF-424 must reflect 48 months. OVW anticipates the award period will start on October 1, 2020.

OVW estimates that it will make up to 45 awards for an estimated \$30,000,000. No more than 25% of available funding will be awarded for applications where the lead applicant is a victim service provider or coalition.

Funding levels under this program for FY 2020 are:

1. For applicants addressing purpose areas 1-21:
 - \$500,000 for projects with a service area population of up to 400,000.
 - \$750,000 for projects with a service area population of 400,001 to 700,000.
 - \$1,000,000 for projects with a service area population of 700,001 and above.
 - \$1,000,000 for statewide projects, regardless of service area population.

2. For applicants addressing purpose area 22:
 - \$750,000 for projects with a service area population of up to 400,000.
 - \$1,000,000 for projects with a service area population of 400,001 to 700,000.
 - \$1,250,000 for projects with a service area population of 700,001 and above.
 - \$1,250,000 for statewide projects, regardless of service area population.

OVW has the discretion to make awards for greater or lesser amounts than requested and to negotiate the scope of work and budget with applicants prior to making an award.

Awards will be made as grants.

Types of Applications

In FY 2020, OVW will accept applications for this program from the following:

New: Applicants that have never received funding under this program or whose previous Improving Criminal Justice Responses funding expired more than 12 months ago.

Continuation: Applicants that have an existing or recently closed (within the last 12 months) award under this program. Continuation funding is not guaranteed.

Recipients of an FY 2018 or FY 2019 award under this program are NOT eligible to apply as the lead applicant on an FY 2020 proposal.

Note: OVW will not fund the same entity, as either a lead recipient or partner/subrecipient, on more than two discretionary awards in FY 2020, absent extenuating circumstances. This award limit applies across all OVW programs but does not include awards made for nationwide projects, such as those made under OVW's Training and Technical Assistance Initiative.

Additionally, current grantees with a substantial amount of unobligated funds remaining (50 percent or more of the previous award) as of March 31, 2020 without adequate justification may not be considered for funding, or may receive a reduced award amount if selected for funding in FY 2020.

Mandatory Program Requirements

Applicants that receive funding under this program will be required to engage in the following activities:

1. OVW-sponsored training and technical assistance.
2. An OVW-sponsored assessment or program evaluation, if applicable.
3. New grantee orientation (unless exempted by OVW).
4. Recipients addressing purpose area 22: engage in a 12-month planning phase before implementing project activities. During the 12-month planning phase, recipients will work with OVW and the Improving Criminal Justice Responses Technical Assistance providers to conduct a community assessment that will inform which domestic violence risk or lethality tool is most appropriate for the service area. At the end of the planning phase, the grantee will submit a 36-month implementation plan. OVW must approve the implementation plan prior to the start of phase two activities.
5. Submit HIV certification documentation as detailed below.

Pursuant to 34 U.S.C. § 10461(d), states and units of local government that receive Improving Criminal Justice Responses Program funding shall not be entitled to 5 percent of their total award unless the state or unit of local government:

1. certifies that it has a law, policy, or regulation that requires –
 - a. the state or unit of local government at the request of a victim to administer to a defendant, against whom an information or indictment is presented for a crime in which by force or threat of force the perpetrator compels the victim to engage in sexual activity, testing for the immunodeficiency virus (HIV) not later than 48 hours after the date on which the information or indictment is presented and the defendant is in custody or has been served with the information or indictment;
 - b. as soon as practicable notification to the victim, or parent and guardian of the victim, and the defendant of the testing results; and
 - c. follow-up tests for HIV as may be medically appropriate, and that as soon as practicable after each such test the results be made available in accordance with b; or
2. gives the Attorney General assurance that its laws and regulations will be in compliance with requirements of paragraph (1) within the period ending on the date on which the next session of the state legislature ends.

All state and local government applicants must submit either a certification that they are in compliance with the above requirement along with a copy of the relevant law, regulation, or policy, or an assurance attesting that the applicant will meet the requirement by the end of the next legislative session from the date of application. The certification or assurance must be in the form of a letter, on government letterhead, signed and dated by the authorized representative. A special condition withholding five percent of funds will be added to all awards to states and units of local governments that submit assurances or do not provide a compliant law, regulation, or policy with the certification.

Pursuant to 28 U.S.C. § 90.64, in the event that a unit of local government does not have authority to prosecute “crime[s] in which by force or threat of force the perpetrator compels the victim to engage in sexual activity[.]” the unit of local government may submit a letter from an appropriate legal authority in the jurisdiction certifying that the jurisdiction does not have authority to prosecute “crime[s] in which by force or threat of force the perpetrator compels the victim to engage in sexual activity” and that therefore the certification is not relevant to the unit of local government in question.

The signed HIV Certification, HIV Assurance, or HIV Exemption letter must be uploaded as a separate attachment in [Grants.gov](https://www.grants.gov).

C. Eligibility Information

Applications that are submitted by ineligible entities or that do not meet all program eligibility requirements will not be considered for funding. In addition, an application that is deemed deficient in one or more of the following categories may not be considered for funding: 1. [activities that compromise victim safety](#), 2. [out-of-scope activities](#), 3. [unallowable costs](#), 4. [pre-award risk assessment](#), 5. [completeness of application contents](#), and 6. [timeliness](#). An applicant

with [past performance issues](#), long-standing open audits, or an open criminal investigation also may not be considered for funding.

Eligible Applicants

Pursuant to 34 U.S.C. § 10461(c), the following entities are eligible to apply for this program:

1. **States.**¹
2. **Indian tribal governments.**²
3. **State and local courts (including juvenile courts).**³
4. **Units of local government.**⁴ (*Note: Pursuant to 28 C.F.R. § 90.2(g)[90.61(b), the following are not considered units of local government and are not eligible to apply as the lead applicant – police departments, pre-trial service agencies, district or city attorneys’ offices, sheriffs’ departments, probation and parole departments, and universities. These entities may assume responsibility for the development and implementation of the project but must have their state, tribal government, or unit of local government apply as the lead applicant.]*)
5. **State, tribal, or territorial domestic violence or sexual assault coalitions**⁵ that partner with a state, Indian tribal government, or unit of local government.
6. **Victim service providers**⁶ that partner with a state, Indian tribal government, or unit of local government.

Nonprofit Organization Requirement – 501(c)(3) Status Any entity that is eligible for this program 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. See 34 U.S.C. § 12291(b)(16)(B)(i).

¹ Pursuant to 34 U.S.C. § 12291(a)(31), “state” means each of the several states and the District of Columbia, and except otherwise provided, the Commonwealth of Puerto Rico, the Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands.

² Pursuant to 34 U.S.C. § 12291(a)(36), the term “tribal government” means any tribe, pueblo, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation (as defined in, or established pursuant to, the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.)), that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

³ Pursuant to 34 U.S.C. § 12291(a)(2), the term “courts” means any civil or criminal, tribal, and Alaska Native Village, federal, state, local or territorial court having jurisdiction to address domestic violence, dating violence, sexual assault, or stalking, including immigration, family, juvenile, and dependency courts, and the judicial officers serving in those courts, including judges, magistrate judges, commissioners, justices of the peace, or any other person with decision making authority.

⁴ Pursuant to 34 U.S.C. § 12291(a)(40), the term “unit of local government” means any city, county, township, town, borough, parish, village, or other general purpose political subdivision of a state.

⁵ A “state, tribal, or territorial domestic violence or sexual assault coalition” is a coalition recognized by OVW pursuant to 34 U.S.C. § 10441(d)(2)(A), determined by the Secretary of Health and Human Services under 42 U.S.C. § 10411, or determined by the Center for Injury Prevention and Control of the Centers for Disease Control and Prevention under the Public Health Service Act (42 U.S.C. §§ 280b et seq.). See also 34 U.S.C. § 12291(a)(32)-(35).

⁶ A “victim service provider” is a nonprofit, nongovernmental or tribal organization or rape crisis center, including a state or tribal domestic violence and/or sexual assault coalition, that assists or advocates for domestic violence, dating violence, sexual assault, or stalking victims, including a domestic violence shelter, faith-based organization or other organization, with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking. 34 U.S.C. § 12291(a)(43). Victim service providers must provide direct services to victims of domestic violence, dating violence, sexual assault, or stalking as one of their primary purposes and have a demonstrated history of effective work in this field.

Note: Any nonprofit organization that holds money in offshore accounts for the purpose of avoiding paying the tax described in section 511(a) of the Internal Revenue Code is not eligible for a grant from this program. See 34 U.S.C. § 12291(b)(16)(B)(ii).

Cost Sharing or Matching

This program has no match or cost sharing requirement.

Other Program Eligibility Requirements

In addition to meeting the eligible entity requirements outlined above, applicants for this program must also meet the following requirements:

1. Certification of Eligibility.
2. Required Partnership.

All certification and other eligibility related documents must be current and developed in accordance with the FY 2020 solicitation.

The certification of eligibility must take the form of a letter, on government letterhead, signed and dated by the chief executive officer⁷ of the state, Indian tribal government, unit of local government, or court. Failure to provide a certification of eligibility letter will disqualify an application from further consideration. The signed certification of eligibility letter must be uploaded as a separate attachment in Grants.gov. Sample certification of eligibility letters can be found on the OVW website at <https://www.justice.gov/ovw/resources-applicants>.

Certification of Eligibility

Under 34 U.S.C. § 10461(c):

1. **State, Unit of Local Government, and Tribal Government Applicants** must:
 - a. certify that their laws or official policies:
 - i. encourage or mandate arrests of domestic violence offenders based on probable cause that an offense has been committed; and
 - ii. encourage or mandate arrest of domestic violence offenders who violate the terms of a valid and outstanding protection order;
 - b. demonstrate that their laws, policies, or practices and their training programs discourage dual arrests of offender and victim;
 - c. certify that their laws, policies, or practices prohibit issuance of mutual restraining orders of protection except in cases where both parties file a claim and the court makes detailed findings of fact indicating that both parties acted primarily as aggressors and that neither party acted primarily in self-defense;
 - d. certify that their laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, enforcement, dismissal, or service of a warrant, protection order, petition for a

⁷ "Chief executive officer" means the highest official of a state, tribe, local jurisdiction, or court.

protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction; and

- e. certify that, their laws, policies, or practices will ensure that –
 - i. no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of a sex offense as defined under federal, tribal, state, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of, trial of, or sentencing for such an offense; and
 - ii. the refusal of a victim to submit to an examination described in clause (i) shall not prevent the investigation of, trial of, or sentencing for the offense.

2. Court Applicants must certify that:

- a. their laws, policies, or practices prohibit issuance of mutual restraining orders of protection except in cases where both parties file a claim and the court makes detailed findings of fact indicating that both parties acted primarily as aggressors and that neither party acted primarily in self-defense;
- b. the laws, policies, and practices applicable to the court do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, enforcement, dismissal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction; and
- c. the laws, policies or practices applicable to the court ensure that:
 - i. no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of a sex offense as defined under federal, tribal, state, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of, trial of, or sentencing for such an offense; and
 - ii. The refusal of a victim to submit to an examination described in subparagraph (i) shall not prevent the investigation of, trial of, or sentencing for the offense.

3. Coalition and Victim Service Provider Applicants

Coalition and victim service provider applicants must partner with a state, Indian tribal government, or unit of local government, and must submit with their application a Certification of Eligibility as described above signed by the chief executive officer of the government partner on government agency letterhead. A coalition or victim service provider applicant with only a court partner is not eligible and therefore cannot submit a Certification of Eligibility from a court partner.

Required Partnerships

All applications to the Improving Criminal Justice Responses Program must include formal partnerships as described below based on lead applicant type. Applicants that fail to include the mandatory partner will be removed from further consideration.

- **State, Indian Tribal Government, Unit of Local Government and Court Applicants:** Applicants that are states, units of local governments, tribal governments, or courts are required to enter into a formal partnership with: 1) one or more victim service provider(s) that have a documented history of serving victims of domestic violence, dating violence, sexual assault, and/or stalking, and 2) other governmental organizations that are necessary for the implementation of the proposed project. A victim service provider must be involved in the development and implementation of the project. Victim service provider partners must provide direct services to victims of domestic violence, dating violence, sexual assault, or stalking as one of their primary purposes and have a demonstrated history of effective work in this field.

- **Coalition or [Victim Service Provider](#) Applicants:** *(for definition, see footnote 6)* Lead applicants that are victim service providers, including coalitions, are required to enter into a formal partnership with: 1) a state, Indian tribal government, unit of local government, or court appropriate to the service area, and 2) any specific governmental organizations that are necessary for the implementation of the proposed project. All partners must be involved in the development and implementation of the project.

All formal partnerships must be documented in the form of a Memorandum of Understanding (MOU) or Letter(s) of Commitment (LOC). LOC(s) can only be submitted in place of an MOU when the lead applicant is a court and the court is precluded from entering into an MOU. In that situation, the court applicant may submit an LOC in lieu of an MOU, stating how the court is precluded from entering into an MOU, and the project partners may also submit LOCs in lieu of an MOU. See "[Memorandum of Understanding](#)" section for additional information on MOU requirements.

Limit on Number of Applications

OVW will consider only one application per organization for the same service area. In addition, if an applicant submits multiple versions of the same application, OVW will review only the most recent system-validated version submitted before the deadline.

D. Application and Submission Information

Address to Request Application Package

The complete application package (this solicitation, including links to required forms) is available on [Grants.gov](#) and on the [OVW website](#). Applicants wishing to request a paper copy of these materials should contact (202)-307-6026 or OVW.ICJR@usdoj.gov.

Pre-Application Information Session:

OVW will post a pre-recorded Pre-Application Information Session on its website for entities interested in submitting an application for this program. Listening to this session is optional. Interested applicants who do not listen to the pre-recorded session are still eligible to apply. The session is tentatively scheduled to be available by December 18, 2019 on the OVW website at <https://www.justice.gov/ovw/resources-applicants>. **The session will be captioned in English and Spanish. Interested applicants needing additional language assistance should**

contact this program's POC at OVW.ICJR@usdoj.gov or at (202)-307-6026 as soon as possible, but no later than December 17, 2019.

Content and Form of Application Submission

The information below (“**Letter of Intent**” through “**Additional Required Information**”) describes the full content and form of application submission.

Letter of Intent

Applicants intending to apply for FY 2020 funding under this program are strongly encouraged to submit a Letter of Intent. The letter should state that the applicant is registered and current with SAM and with Grants.gov. The letter should be submitted to OVW at OVW.ICJR@usdoj.gov by January 10, 2020. This letter will not obligate the applicant to submit an application. See <https://www.justice.gov/ovw/resources-applicants> for a sample Letter of Intent.

Formatting and Technical Requirements

Applications must follow the requirements below for all documents, unless otherwise noted. Points may be deducted for applications that do not adhere to the following requirements:

1. Double spaced (Summary Data Sheet, and charts may be single spaced).
2. 8½ x 11 inch paper.
3. One-inch margins.
4. Type no smaller than 12 point, Times New Roman (TNR) or Arial font, except for footnotes, which may be in 10-point font.
5. Page numbers.
6. No more than 20 pages for the Project Narrative.
7. Word documents in the following formats: Microsoft Word (.doc), PDF files (.pdf), or Text Documents (.txt).
8. Headings and sub-headings that correspond to the sections identified in this section of the solicitation.

Application Contents

Applications must include the required documents and demonstrate that the program eligibility requirements have been met. For a complete checklist of the application contents, see the [Other Information](#) section in this solicitation.

OVW will not contact applicants for missing items on the list below. Applications that do not include all of the following documents will be considered substantially incomplete and will not be considered for funding:

1. Project Narrative.
2. Budget Detail Worksheet and Narrative.
3. Memorandum of Understanding (MOU) and/or Letter(s) of Commitment in accordance with partnership requirements described above.
4. Certification of Eligibility.

In addition, the following documents are required; failure to submit them will not result in removal from consideration but will result in a loss of points:

1. Summary Data Sheet.

2. Proposal Abstract.

Summary Data Sheet (5 Points Total)

The Summary Data Sheet should be one to four pages and may be single or double spaced. The Summary Data Sheet does not count toward the 20 page limit for the Project Narrative. The Summary Data Sheet must be uploaded as a separate attachment in Grants.gov. Provide the following information:

1. Name, title, address, telephone number, and e-mail address of the individual with authority to accept grants on behalf of the applicant.
2. Name, title, address, telephone number, and e-mail address for the grant point-of-contact. This person must be an employee of the applicant.
3. Statement as to whether the applicant (the organization whose DUNS number is being used for the application) will serve as a fiscal agent/sponsor and pass all funds through to an entity or entities that will implement the project. Such an applicant will not be involved with implementation of the project beyond issuing subaward(s) to these entities and conducting minimal administrative activities. A fiscal agent/sponsor applicant must list these subrecipients and include a statement acknowledging that, should an award be made, the applicant will be responsible for all applicable statutory, fiscal, and programmatic requirements, including those of [2 C.F.R. Part 200](#), as well as all project deliverables. In such situations, the fiscal agent/sponsor must be an eligible applicant for the program.
4. Statement as to whether the applicant has expended \$750,000 in federal funds in the applicant's past fiscal year. If so, specify the end date of the applicant's fiscal year.
5. Summary of all current and pending OVW grants (if applicable). If the applicant has a current grant or cooperative agreement under any OVW grant program or an award that has been closed within the last 12 months from the date this solicitation closes, the information must be provided in a table using the sample format found on the OVW website at <https://www.justice.gov/ovw/resources-applicants>. Failure to provide the required table will result in a loss of points. The applicant should also provide the same information regarding any current OVW grants or pending applications on which the applicant is a subrecipient.
6. Statement as to whether the applicant is a nonprofit 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.
7. A list of all other federal grant programs from which the applicant currently receives funding or for which it has applied for funding in FY 2020 **to do similar work**. Provide this information in a table using the sample format found on the OVW website at <https://www.justice.gov/ovw/resources-applicants>.
8. Statement as to whether the applicant is a nonprofit organization that holds money in offshore accounts for the purpose of avoiding paying the tax described in section 511(a) of the Internal Revenue Code.
9. Statement as to whether the applicant is a nonprofit organization that uses the Internal Revenue Service's three-step safe-harbor procedure to establish a rebuttable presumption that its executives' compensation is reasonable. If the applicant is not a nonprofit organization or is a nonprofit that does not use the safe-harbor procedure, provide a statement to that effect. For additional information about the safe-harbor procedure, see "Disclosure of Process Related to Executive Compensation" in the [Additional Required Information](#) section.
10. The percentage of grant activities, should the application be funded, that will address each of the following issues (the total percentages should not exceed 100%):

- Domestic violence.
 - Dating/teen dating violence.
 - Sexual assault.
 - Stalking.
11. Statement as to whether the applicant is a recipient, or partner/subrecipient, on a current grant or pending application for this grant program. If a current grant, provide the year of the award and the role of the applicant on the award (recipient or project partner).
 12. Statement as to whether any proposed project partner/subrecipient is a recipient, or partner/subrecipient, on a current grant or pending application for this grant program. If a current grant, provide the year of the award and the role of the partner(s) on the award (recipient or project partner/subrecipient).
 13. List the purpose area(s), identified by number, that the application addresses.
 14. List the statutory priorities the application addresses, if applicable.
 15. Statement as to whether the application addresses the program-specific priority area.
 16. Statement as to whether the application addresses the OVW priority area to “reduce violent crime against women and promote victim safety...” through activities under purpose areas 1, 3, 6, 8, 10, 11, 14, 19, and/or 22.
 17. Statement as to whether the application addresses the OVW rural priority area.
 18. The name of the lead applicant and type of applicant (state, Indian tribal government, state or local court, unit of local government, coalition or victim service provider).
 - For government applicants, the name of the required nonprofit, nongovernmental, or tribal domestic violence or sexual assault victim service provider partnering on the project.
 - For coalition and victim service provider applicants, the name of the required government (state, Indian tribal government, or unit of local government) entity partnering on the project.
 19. The project’s focus (local, tribal, multi-jurisdiction (10 or more counties), statewide, regional (multiple states), or court) and geographic area(s) where the project will be implemented.
 20. The start and end date of the applicant’s next state or tribal legislative session.
 21. For state and unit of local government applicants only: Statement as to whether the applicant is in compliance with the HIV Certification requirement.
 22. Map of the project’s service area and population size. The population size must be from the U.S. Census or other appropriate government data source.

Proposal Abstract (5 Points Total)

The Proposal Abstract must provide a short summary (**no more** than two pages double-spaced) of the proposed project, including names of applicant and partners, project title, purpose of the project (including goal and intended outcome), primary activities for which funds are requested, who will benefit (including geographic area to be served), products and deliverables, and how the applicant will measure progress in completing project goals and objectives. Applicants must not summarize past accomplishments in this section. The Proposal Abstract must be uploaded as a separate attachment in Grants.gov.

Project Narrative (65 Points Total)

The Project Narrative may not exceed 20 pages, double-spaced. The Project Narrative must include the following 3 sections:

Purpose of Application (10 points)

This section must:

1. Describe the challenge or need faced by the community and how the goal for the project will meet that need.
2. Describe the communities to be served, including the geographic location and the population size.
3. To qualify for the OVW rural priority, describe what makes the geographic service area rural (using U.S. Census or other appropriate government data) and how isolated the area is from needed services.
4. Identify the purpose area(s) the application is proposing to address.
5. Identify the OVW priority areas and/or program-specific priority areas the application is proposing to address, and if the application addresses any of the statutory priorities.
6. State the problem(s) the project will address (include local statistics/data, whenever possible).
7. Provide a detailed description of the need for the project.
8. Identify gaps in services and explain how the proposed project will complement and not duplicate existing services.
9. Describe the impact of current or prior efforts to prevent and reduce domestic violence, dating violence, sexual assault, and/or stalking in the service area.

What Will Be Done (40 points)

The application must provide a clear link between the proposed activities and the need identified in the "Purpose of Application" section above. The application must not include any of the activities listed as unallowable costs in the [Funding Restrictions](#) section of this solicitation.

This section must:

1. Describe the approach to addressing the challenge or need identified in the Purpose of the Application section, including, to qualify for the OVW rural priority, how the project will address the challenges associated with the remoteness of the service area.
2. Performance measurement: Describe how the applicant will measure its progress in achieving the project's goal(s)/vision. Identify targeted outcome(s) and describe any tool(s) the applicant will use to track those outcomes and report them to OVW. Tools may include OVW performance progress reports and logic model templates (both available at www.vawamei.org).
3. Provide a comprehensive description of the overall strategy and describe the specific tasks and activities necessary to accomplish the goals and objectives.
4. Applications addressing **purpose areas 1-21**: provide a detailed 36-month timeline with a list of key activities and milestones to take place within the award performance period grouped by month or quarter.
5. Applications addressing **purpose area 22**: provide a detailed 48-month timeline with a list of key activities and milestones to take place within the award performance period grouped by month or quarter.
6. Describe why the applicant anticipates that the project will be successful, and describe how the applicant will determine if the project goals are accomplished.
7. If applicable, describe specifically how the proposed project will reduce violent crime against women and promote victim safety through activities under purpose areas 1, 3, 6, 8, 10, 11, 14, 19, and/or 22.

8. If applicable, describe specifically how the proposed project will address sexual assault through activities under purpose areas 11 and 19.
9. Describe how the applicant will move to project sustainability.
10. List tangible products, if any (e.g., a video, a brochure, a curriculum), that will be created under this project, and describe how the products could assist other jurisdictions addressing domestic violence, dating violence, sexual assault, or stalking. Product development is not required.
11. Describe how the proposed project will be accessible to individuals with disabilities and individuals who are Deaf or hard of hearing.
12. Describe how the proposed project will reach each population in the service area identified in the Purpose of the Application section.

Who Will Implement the Project (10 points)

This section must:

1. Identify the key individuals and organizations, including project partners, involved in the proposed project.
2. Demonstrate that the individuals and organizations identified have the capacity to address the stated need and can successfully implement the proposed project activities; attach resumes or job descriptions of all key personnel.
3. Demonstrate that the applicant has met its partnership requirement(s).
4. Describe the *applicant's* experience and expertise in the areas of domestic violence, dating violence, sexual assault, and stalking, as appropriate, for both the applicant's organization and key personnel who will be directly involved with the proposed project.
5. Describe the *project partners'* expertise in the areas of domestic violence, dating violence, sexual assault, and stalking, as appropriate, for both the partner organization(s) and key personnel who will be directly involved with the proposed project.
6. Describe the roles and responsibilities of the applicant, each partner, and key personnel. Position descriptions and resumes must be included with the application.

Budget Detail Worksheet and Narrative (15 Points)

All applications must include a detailed budget and budget narrative. See the sample Budget Detail Worksheet and the Creating a Budget webinar available on the OVW website at <https://www.justice.gov/ovw/resources-applicants>. Keep in mind that budgetary requirements vary among programs. Applicants must submit reasonable budgets based on the resources needed to implement their projects in their specific geographic location.

Award Period and Amount

Budgets for applications proposing to address purpose areas 1-21 should cover a project period of 36 months, or three years, starting on October 1, 2020 and ending on September 30, 2023.

Budget requests must not exceed:

- \$500,000 for projects with a service area population up to 400,000.
- \$750,000 for projects with a service area population 400,001 to 700,000.
- \$1,000,000 for projects with a service area population 700,001 and above.
- \$1,000,000 for statewide projects, regardless of service area population.

Budgets for applications proposing to address purpose area 22 should cover a project period of 48 months, or four years, starting on October 1, 2020 and ending on September 30, 2024.

Budget requests must not exceed:

- \$750,000 for projects with a service area population up to 400,000.
- \$1,000,000 for projects with a service area population 400,001 to 700,000.
- \$1,250,000 for projects with a service area population 700,001 and above.
- \$1,250,000 for statewide projects, regardless of service area population.

The budget and budget narrative will be reviewed separately from the proposed project narrative. The budget narrative must describe each line item requested in the budget and explain all costs included in the budget, including how the costs of goods and services are determined and how they will fulfill the objectives of the project.

The budget must:

1. Display a clear link between the specific project activities and the proposed budget items. The budget must not contain items that are not supported by the project narrative.
2. Include funds to attend OVW-sponsored training and technical assistance in the amount of \$10,000 for applicants located in the 48 contiguous states and \$15,000 for applicants located in the territories, Hawaii, and Alaska. This amount is for the entire 36 to 48 months and NOT per year. Applicants also may budget expenses in excess of the required amount if they are aware of relevant non-OVW sponsored conferences or training for which they would like permission to use grant funds to support staff/project partner attendance.
3. Include funds for *project partners* to attend OVW-sponsored training and technical assistance in the amount of \$10,000 for applicants located in the 48 contiguous states and \$15,000 for applicants located in the territories, Hawaii, and Alaska. This amount is for the entire 36 to 48 months and NOT per year. Applicants also may budget expenses in excess of the required amount if they are aware of relevant non-OVW sponsored conferences or training for which they would like permission to use grant funds to support staff/project partner attendance.
4. Include funds or describe other resources available to the applicant to ensure access for individuals with disabilities, Deaf/hard of hearing individuals, and persons with limited English proficiency. See [Accessibility](#) under [Federal Award Administration Information](#) for more information.
5. Compensate all project partners for their full level of effort, unless otherwise stated in the MOU/LOC(s). For more information on compensating project partners, see the sample Budget Detail Worksheet on the OVW website at <https://www.justice.gov/ovw/resources-applicants>.
6. Distinguish clearly between subawards and contracts in allocating any grant funds to other entities. Pursuant to 2 C.F.R. § 200.330, a subaward is for the purpose of carrying out a portion of the federal award, such as compensating an MOU partner, and a contract is for the purpose of obtaining goods and services for the grantee's own use. The substance of the relationship is more important than the form of the agreement in determining whether the recipient of the pass-through funds is a subrecipient or a contractor. The awarding and monitoring of contracts must follow the recipient's documented procurement procedures, including full and open competition, pursuant to the procurement standards in 2 C.F.R. §§ 200.317-200.329. The issuance and monitoring of subawards must meet the requirements of 2 C.F.R. § 200.331, which includes oversight of subrecipient/partner spending and monitoring performance measures and outcomes attributable to grant funds. For more information, see the

sample Budget Detail Worksheet and the [Solicitation Companion Guide](#) on the OVW website at <https://www.justice.gov/ovw/resources-applicants>.

OVW awards are governed by the provisions of 2 C.F.R. Part 200 and the [DOJ Financial Guide](#), which include information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records. For additional information on allowable and unallowable costs, go to the [Funding Restrictions](#) section of this solicitation and the sample Budget Detail Worksheet on the OVW website at <https://www.justice.gov/ovw/resources-applicants>.

Memorandum of Understanding (MOU) (15 Points Total)

For purposes of this solicitation, the MOU is a document containing the terms of the partnership and the roles and responsibilities between two or more parties. The MOU is not a substitute for a subaward agreement, which ensures that subrecipients adhere to the requirements of the award and 2 C.F.R. Part 200 (see 2 C.F.R. § 200.331). Partners receiving funds under the award generally are considered subrecipients because they are carrying out a portion of the federal award.

The MOU **must** be a single document and **must** be signed and dated by the [Authorized Representative](#) of each proposed partner organization during the development of the application. MOUs missing signatures may result in a point deduction or removal from consideration, particularly if the MOU is missing the signature of a required partner. If necessary, an MOU can include multiple signature pages so long as each page includes the names and titles of all signatories to the MOU.

The MOU must clearly:

1. Identify the partners and provide a brief history of the collaborative relationship among those partners, including when and under what circumstances the relationship began and when each partner entered into the relationship.
2. State the roles and responsibilities each partner will assume to ensure the success of the proposed project.
3. State that each project partner has reviewed the budget, is aware of the total amount being requested, and is being fully compensated for their work under the grant or is agreeing to be partially compensated or receive no compensation from the grant.
4. Demonstrate a meaningful partnership among all signing parties.
5. Identify which project partners would receive funds if awarded.
6. Specify the extent of each partner's participation in developing the application.
7. Identify the people who will be responsible for developing and implementing project activities and describe how they will work together and with project staff.
8. Demonstrate the commitment of each project partner to work together to achieve stated project goals.
9. Describe the resources each partner would contribute to the project, either through time, in-kind contributions, or grant funds (e.g., office space, project staff, and training).
10. State that any partners identified in the budget are able to receive funds from the lead applicant.

If a court is unable to enter into an MOU, the court may submit an LOC in lieu of entering into an MOU as described below.

- If the court is the lead applicant and unable to enter into an MOU, all project partners should submit LOCs and no MOU is required.
- If the court is a project partner and unable to enter into an MOU, the lead applicant must submit an MOU signed by the applicant and any other non-court partners and an LOC signed by the court partner.

Note: LOCs submitted in lieu of an MOU under circumstances other than those defined above will not be accepted.

Each LOC must:

1. Be printed on official letterhead signed by the appropriate official.
2. Clearly identify the name of the organization and provide a brief description of the collaborative relationship with the applicant.
3. Highlight the expertise of the individual or organization's staff who will be affiliated with this project.
4. Clearly state the roles and responsibilities the organization or agency would assume to ensure the success of the proposed project.
5. Demonstrate a commitment to work with the applicant and its partners to achieve the stated project goals.
6. Clearly state that the organization has reviewed the budget and is aware of the total amount being requested and the funding being requested for each project partner.
7. Specify the extent of the agency or organization's participation in developing the application.
8. State how the court is precluded from entering into an MOU.
9. Describe the resources that would be contributed to the project, either through time, in kind contributions, or grant funds (e.g., office space, project staff, and training).

Additional Required Information

The following documents will not be scored but must be included with the application. Failure to supply this information may result in the application being removed from consideration. Some documents will be generated during the application submission process while other documents will be uploaded and attached to the application.

The following documents will be generated and completed during the application submission process:

Application for Federal Assistance (SF-424)

Applicants must complete the SF-424. The SF-424 is generated when the applicant begins the submission process. For "Type of Applicant," do not select "other." The amount of federal funding requested in the "Estimated Funding" section of this form must match the amount of federal funding requested in the budget section of the application package. This program does not require a match; therefore, the values for the Applicant line should be zero. The individual who is listed as "**Authorized Representative**" must be an individual who has the authority to apply for and accept grant awards on behalf of the organization or jurisdiction.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to Executive Order (E.O.) 12372. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental-Review-SPOC-01-2018-OFFM.pdf>. If the state

appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the "Program is subject to E.O. 12372 but has not been selected by the state for review.")

Assurances and Disclosure of Lobbying Activities

Review the assurances and disclosure forms online. Applicants will be prompted to compile these forms online during the application submission process. All applicants must complete both the *Assurances – Non-Construction Programs* (SF-424B) form and the *Disclosure of Lobbying Activities* (SF-LLL) form. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL. Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.

*The following documents must be uploaded and attached **separately** to the application:*

Applicant Financial Capability Questionnaire (if applicable)

All nonprofit, nongovernmental organizations that apply for funding from OVW and have not previously (or within the last three years) received funding from OVW must complete an Applicant Financial Capability Questionnaire. In addition, applicants may be required to submit their current year's audit report at a later time. The questionnaire can be found at <https://www.justice.gov/ovw/file/866126/download>.

Confidentiality Notice Form

All applicants are required to acknowledge that they have received notice that grantees and subgrantees must comply with the confidentiality and privacy requirements of VAWA, as amended. Applicants must submit the acknowledgement form available on the OVW website at http://www.justice.gov/sites/default/files/ovw/pages/attachments/2015/01/20/confidentiality_acknowledgement_form_42015.pdf. This form must be signed by the [Authorized Representative](#).

Disclosure of Process Related to Executive Compensation (if applicable)

An applicant that is a nonprofit organization may be required to make certain disclosures relating to the processes it uses to determine the compensation of its officers, directors, trustees, and key employees.

Under certain circumstances, a nonprofit organization that provides unreasonably high compensation to certain persons may subject both the organization's managers and those who receive the compensation to additional federal taxes. A rebuttable presumption of the reasonableness of a nonprofit organization's compensation arrangements, however, may be available if the nonprofit organization satisfies certain rules set out in Internal Revenue Service regulations with regard to its compensation decisions.

Each applicant must state at the time of its application (in the Summary Data Sheet mentioned earlier) whether the applicant is a nonprofit organization that uses the Internal Revenue Service's three-step safe-harbor procedure to establish a rebuttable presumption that its executives' compensation is reasonable. If the applicant states that it uses the safe-harbor procedure, then it must disclose, in an attachment to its application (to be titled "Disclosure of Process Related to Executive Compensation"), the process it uses to

determine the compensation of its officers, directors, trustees, and key employees (together, "covered persons"). See 34 U.S.C. § 12291(b)(16)(B)(iii).

At a minimum, the disclosure must describe in pertinent detail: (1) the composition of the body that reviews and approves compensation arrangements for covered persons; (2) the methods and practices used by the applicant nonprofit organization to ensure that no individual with a conflict of interest participates as a member of the body that reviews and approves a compensation arrangement for a covered person; (3) the appropriate data as to comparability of compensation that is obtained in advance and relied upon by the body that reviews and approves compensation arrangements for covered persons; and (4) the written or electronic records that the applicant maintains as concurrent documentation of the decisions with respect to compensation of covered persons made by the body that reviews and approves such compensation arrangements, including records of deliberations and of the basis for decisions. For a sample letter, see the OVW website at <https://www.justice.gov/ovw/resources-applicants>.

For purposes of the required disclosure, the following terms and phrases have the meanings set out by the Internal Revenue Service for use in connection with 26 C.F.R. § 53.4958-6: officers, directors, trustees, key employees, compensation, conflict of interest, appropriate data as to comparability, adequate documentation, and concurrent documentation.

Following receipt of an appropriate request, OVW may be authorized or required by law to make information submitted to satisfy this requirement available for public inspection. Also, a recipient may be required to make a prompt supplemental disclosure after the award in certain circumstances (e.g., changes in the way the organization determines compensation).

Pre-Award Risk Assessment

Each applicant must respond to the questions below. This information will be used for a mandatory pre-award risk assessment. Failure to provide this information or to respond to questions from OVW regarding this information in a timely manner could result in the applicant being removed from consideration or a delay in access to funds. Provide complete responses that address all questions included for each numbered item. This section of the application should be no more than four pages.

1. Will all funds awarded under this program be maintained in a manner that they will be accounted for separately and distinctly from other sources of revenue/funding? Provide a brief description of the applicant's policies and procedures that ensure funds will be tracked appropriately.
2. Does the applicant have written accounting policies and procedures? How often are these policies and procedures updated? Provide a brief list of the topics covered in the applicant's policies and procedures. OVW may request a copy for review during the application/award process or as part of the grant monitoring process.
3. Is the applicant's financial management system able to track actual expenditures and outlays with budgeted amounts for each grant or subgrant? Provide a brief summary of the organization's process for tracking expenditures, including tracking budgeted versus actual amounts.
4. Does the applicant have procedures in place for minimizing the time between transfer of funds from the United States Treasury and disbursement for project activities? Provide a short summary of the applicant's policy for requesting payments for grant awards.
5. Does the applicant have effective internal controls in place to ensure that federal funds are used solely for authorized purposes? Provide a brief description of the applicant's

internal controls that will provide reasonable assurance that the award funds will be managed properly.

6. Does the applicant have a documented records retention policy? If so, briefly describe the policy and confirm that the policy complies with federal regulations. Information on Record Retention and Access can be found at 2 C.F.R. §§ 200.333-200.337.
7. Does the applicant or any of its employees have any potential personal or organizational conflicts of interest related to the possible receipt of OVW award funds? Applicants are required to disclose in writing any potential conflicts of interest to their awarding agency. See 2 C.F.R. § 200.112 and Chapter 3.20, Grant Fraud, Waste and Abuse, of the [DOJ Financial Guide](#) for additional information.
8. Is the individual primarily responsible for fiscal and administrative oversight of grant awards familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200)? Provide a short list of the individual's qualifications/experience. If the individual is not familiar with the applicable rules and regulations, the applicant must contact OVW's Grants Financial Management Division at OVW.GFMD@usdoj.gov or 1-888-514-8556 immediately after the applicant is notified of its award to coordinate training.
9. Does the applicant have policies and procedures in place to manage subawards and monitor activities of subrecipients as necessary to ensure that subawards are used for authorized purposes, in compliance with laws, regulations, and terms and conditions of the award, and that established subaward performance goals are achieved (2 C.F.R. §§ 200.330-200.332)? Provide a brief description of the organization's policies and procedures on subrecipient management and monitoring.
10. Does the applicant currently require employees to maintain time distribution records that accurately reflect the work performed on specific activities or cost objectives in order to support the distribution of employees' salaries among federal awards or other activities (2 C.F.R. § 200.430)? Budget estimates do not qualify as support for charges to federal awards. Provide a brief description of the organization's established timekeeping policies and procedures.

Indirect Cost Rate Agreement (if applicable)

Applicants that intend to charge indirect costs through the use of a negotiated indirect cost rate must have a current, signed, federally-approved indirect cost rate agreement. Applicants that have never received a federally-approved indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. This includes state, local, and tribal governments that have never negotiated an indirect cost rate with the federal government and receive less than \$35 million in direct federal funding per year.

Organizations that wish to negotiate an indirect cost rate should contact OVW's Grants Financial Management Division at OVW.GFMD@usdoj.gov or 1-888-514-8556 for more information.

Letter of Nonsupplanting

Applicants must submit a letter to OVW's Director, signed by the [Authorized Representative](#), certifying that federal funds will not be used to supplant non-federal funds should a grant award be made. A sample letter is available at <https://www.justice.gov/ovw/resources-applicants>.

Proof of 501(c)(3) Status (Nonprofit Organizations Only)

As noted under Eligible Applicants, an entity that is eligible for the Improving Criminal Justice Responses Program 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 the Code. All such applicants are required to submit a determination letter from the Internal Revenue Service recognizing their tax-exempt status. OVW cannot make an award to any nonprofit organization that does not submit a 501(c)(3) determination letter from the Internal Revenue Service.

Unique Entity Identifier (DUNS Number), System for Award Management (SAM), and Grants.gov Registration

Applicants for federal grants and cooperative agreements are required to have a Data Universal Number System (DUNS) number to submit an application. A DUNS number is a unique, nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). Once an applicant has applied for a DUNS number through D&B, its DUNS number should be available within two business days.

Federal regulations require that an applicant (1) be registered in SAM.gov prior to submitting an application; (2) provide a valid DUNS number in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application under consideration by a federal awarding agency. Also, federal agencies may not make an award to an applicant until that applicant has complied with all applicable DUNS and SAM requirements. If an applicant has not fully complied with these requirements by the time that OVW is ready to make an award, then OVW may make the determination that the applicant is not qualified to receive an award and use that determination as a basis for making the award to another applicant. See 2 C.F.R. §§ 25.200, 25.205.

SAM centralizes information about grant recipients and also provides a central location for grant recipients to change organizational information. [Grants.gov](https://www.grants.gov) uses SAM to establish roles and IDs for electronic grant applicants.

If the applicant already has an Employer Identification Number (EIN), the SAM registration will take **up to two weeks to process**. If the applicant does not have an EIN, then **the applicant should allow two to five weeks for obtaining an EIN from the Internal Revenue Service. There is no fee associated with these processes. These processes cannot be expedited.** OVW strongly discourages applicants from paying a third party to apply or register on their behalf in an attempt to expedite these processes. To ensure all applicants are able to apply by the deadline for this solicitation, applicants must have obtained a DUNS number and registered online with the SAM and with [Grants.gov](https://www.grants.gov) no later than January 10, 2020.

Submission Dates and Times

It is the applicant's responsibility to ensure that the application is complete and submitted by the deadline. Failure to meet the submission deadline will result in an application not being considered for funding. Applicants should refer to the chart below to ensure that all required steps and deadlines are met.

Failure to begin the registration or application submission by the deadlines stated in the chart below is not an acceptable reason for late submission.

Applicant Action and Information	Dates/Deadlines
Apply for a DUNS number	
Obtain a DUNS number at https://www.dnb.com/ or call (866) 705-5711.	January 10, 2020
Register with SAM	

Access the SAM online registration through the SAM homepage at https://www.sam.gov/SAM/ and follow the online instructions for new SAM users. If the applicant already has the necessary information on hand, the online registration takes approximately 30 minutes to complete, depending upon the size and complexity of the business or organization. Organizations must update or renew their SAM registration at least once a year to maintain an active status.	January 10, 2020
Register with Grants.gov	
Once the SAM registration is active, the applicant will be able to complete the Grants.gov registration (see Other Submission Requirements for more information on registering for and using Grants.gov).	January 10, 2020
Submit Letter of Intent	
Improving Criminal Justice Responses Program, OVW.ICJR@usdoj.gov , (202)-307-6026	January 10, 2020
Download Updated Version of Adobe	
Applicants are responsible for ensuring that the most up-to-date version of Adobe Acrobat is installed on all computers that may be used to download the grant application package and submit the proposal. To verify if the Adobe software version is compatible with Grants.gov , visit the following link: http://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html .	At least 48 hours before application deadline
Request Hardcopy Submission (if necessary)	
Applicants that cannot submit an application electronically due to lack of internet access must contact the POC at (202)-307-6026 or OVW.ICJR@usdoj.gov to request permission to submit a hardcopy application.	January 20, 2020
Begin Application Submission Process	
Applications must be submitted electronically via Grants.gov .	Begin 24 – 48 hours prior to the application deadline
Confirm Application Receipt	
<p>Authorized Organization Representatives (AORs) should closely monitor their email for any notification from Grants.gov about a possible failed submission. The AOR is a user role within Grants.gov for a user who is authorized to submit applications on behalf of the organization.</p> <p>The AOR should receive a minimum of two emails from Grants.gov. One will confirm receipt of the application package. The other will contain either a notice that the application was successfully submitted or a notice that there was an error with the application submission.</p> <p>OVW does not send out these notifications, nor does OVW receive a copy of these notifications. It is the applicant's responsibility to notify OVW of any problems with the application submission process.</p>	Submitting the application at least 48 hours before January 27, 2020 will enable the applicant to receive notice of a failed submission and provide an opportunity to correct the error before the deadline

OVW Policy on Late Submissions

Applications submitted after **11:59 p.m. E.T.** on January 27, 2020 will not be considered for funding, unless the applicant receives OVW permission to submit a late application. In limited circumstances, OVW will approve a request to submit an application after the due date. The charts below provide a description of the circumstances under which OVW will consider such requests. Approval of a late submission request is not an indication of the application's final

disposition. Applications approved for late submission are still subject to all of the review process and criteria described in this solicitation.

To ensure fairness for all applicants, OVW requires that applicants requesting late submission adhere to the following:

Experiencing Technical Difficulties Beyond the Applicant’s Reasonable Control

Issue	Applicant Action	OVW Policy
Issue with SAM or Grants.gov Registration	<ol style="list-style-type: none"> 1. Register and/or confirm existing registration at least three weeks prior to the application due date to ensure that the individual who will be submitting the application has SAM and Grants.gov access and is the person registered to submit on behalf of the applicant. 2. Maintain documentation of when registration began, any issues related to registration, and all communication with technical support. 3. Notify OVW as soon as the applicant becomes aware of a problem with registration but no later than 14 days before the application due date. 	Failure to begin the SAM or Grants.gov registration process in sufficient time (i.e., by the date identified in this solicitation) is not an acceptable reason for late submission.

Issue	Applicant Action	OVW Policy
Unforeseeable Technical Difficulties During the Application Submission Process	<ol style="list-style-type: none"> 1. Contact Grants.gov for technical support at least 24 hours prior to the application deadline. 2. Maintain documentation of all communication with Grants.gov Applicant Support. 3. Prior to the application deadline, contact the POC for this program, via email at OVW.ICJR@usdoj.gov indicating that the applicant is experiencing technical difficulties and would like permission to submit a late application. The email must include the following: <ul style="list-style-type: none"> • A detailed description of the difficulty that the applicant is experiencing. • The contact information (name, telephone, and email) for the individual making the late submission request. • The complete application packet (Project Narrative, Budget and Budget Narrative, MOU, and Certification of Eligibility letter). 4. Within 24 hours after the application deadline, the applicant must email the POC for this program at OVW.ICJR@usdoj.gov the following information: <ul style="list-style-type: none"> • Applicant’s DUNS number. • Grants.gov Applicant Support Line tracking numbers. • Other relevant documentation. 	<p>Common foreseeable technical difficulties for which OVW will not approve a late submission request include:</p> <ol style="list-style-type: none"> a. Using an outdated version of Adobe Acrobat. b. Attachment rejection. (To ensure that attachments are not rejected, attachment names should only include allowable characters. See “Other Submission Requirements”). <p>Through Grants.gov, OVW can confirm when submission began. Applicants that start the submission process less than 24 hours before the deadline will not be considered for late submission. By beginning the application submission</p>

		process 24-48 hours before the deadline, applicants should have sufficient time to receive notice of problems with their submissions and make necessary corrections.
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Issue	Applicant Action	OVW Policy
Severe Inclement Weather or Natural Disaster	<ol style="list-style-type: none"> 1. Contact the POC for this program at OVW.ICJR@usdoj.gov as soon as the applicant is aware of severe weather or a natural or manmade disaster that may impede the submission of an application by the deadline. The email should include a detailed description of the weather event or natural or manmade disaster. A detailed description includes when the event occurred, or is likely to occur, the impacted area, and the specific impact on the applicant and/or partners' ability to submit the application by the deadline (e.g., without power for "x" days, office closed for "x" days). If the application is complete and ready for submission at the time the applicant notifies the POC, it should be included with the email. 2. Applicants impacted by severe weather or a natural or manmade disaster occurring on the deadline must contact OVW within 48 hours after the due date or as soon as communications are restored. 	OVW may not be able to accommodate all requests resulting from severe inclement weather or a natural disaster.

Submission of the required documents to the POC is not an approval of a late application submission request. OVW will review the information provided, consider the request, and inform the applicant of its decision within 30 days of the request.

Funding Restrictions

The following information is provided to allow applicants to develop an application and budget consistent with program requirements.

Unallowable Costs

The costs associated with the activities listed below are unallowable and must not be included in applicants' budgets.

1. Lobbying except with explicit statutory authorization.
2. Fundraising.
3. Purchase of real property.
4. Physical modifications to buildings, including minor renovations (such as painting or carpeting).
5. Construction.

Food and Beverage/Costs for Refreshments and Meals

Generally, food and beverage costs are **not** allowable. OVW may approve the use of grant funds to provide a working meal at a meeting, conference, training, or other event, if one of the following applies:

1. The location of the event is not in close proximity to food establishments, despite efforts to secure a location near reasonably priced and accessible commercial food establishments.
2. Not serving food will significantly lengthen the day or necessitate extending the meeting to achieve meeting outcomes.
3. A special presentation at a conference requires a plenary address where there is no other time for food to be obtained.
4. Other extenuating circumstances necessitate the provision of food.

Justification for an exception listed above must be included in the applicant's budget narrative, and grantees may only use funds to purchase food and/or beverages if OVW approves the specific expenditures in advance. For additional information on restrictions on food and beverage expenditures go to <https://www.justice.gov/ovw/conference-planning>.

Conference Planning and Expenditure Limitations

Applicants' budgets must be consistent with all requirements (including specific cost limits and prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, training, and other similar events), and costs of attendance at such events. Information on conference planning, minimization of costs, and conference reporting is available at <https://www.justice.gov/ovw/conference-planning>. This includes requirements pertaining to:

1. Cost of Logistical Conference Planning.
2. Cost of Programmatic Conference Planning.
3. Conference Space and Audio-Visual Equipment and Services.
4. Prohibition on Trinkets at Conferences.
5. Prohibition on Entertainment at Conferences.
6. Food and Beverages at Conferences.
7. Prior Approval Required Before Entering Into Contracts or Expending Funds for Conferences.
8. Conference Reporting.

Research and Assessments

Grantees under this program are prohibited from using OVW funds to conduct research, which is defined in 28 C.F.R. § 46.102 as a systematic investigation designed to develop or contribute to generalizable knowledge. Surveys and focus groups, depending on their design and purpose, may constitute research and therefore be out of scope.

However, grantees may use funds (up to three percent of the award) to assess their work for internal improvement purposes only, such as by convening a listening session to identify service gaps in the community, or surveying training participants about the quality of training content and delivery. Applicants considering such assessments must refer to the OVW research decision tree in the Solicitation Companion Guide to ensure that the activity does not qualify as

human subjects research. The [Solicitation Companion Guide](#) also provides additional information on federal requirements related to research, assessments, and surveys.

Pre-Agreement Cost Approval

OVW generally does not allow pre-award costs. Costs incurred prior to the start date of the award may not be charged to the project unless the recipient receives prior approval from OVW. See the [DOJ Financial Guide](#) for more information on pre-award costs.

Other Submission Requirements

As discussed in the [Submission Dates and Times](#) section above, applications must be submitted electronically via [Grants.gov](#). Applicants that are unable to submit electronically must follow the instructions in that section.

After applicants obtain their DUNS number and register with SAM, they can begin the [Grants.gov](#) registration process. The applying organization must complete the [Grants.gov](#) registration process prior to beginning an application for a federal grant. The E-Business Point of Contact (E-Biz POC) must register the applicant organization with [Grants.gov](#). The E-Biz POC oversees the applicant’s [Grants.gov](#) transactions and assigns the AOR. The AOR submits the application to [Grants.gov](#) and must register with [Grants.gov](#) as well. In some cases the E-Biz POC is also the AOR for the applicant. Complete instructions can be found at [Grants.gov](#).

This registration process generally takes between three and five business days and may take as long as four weeks if all steps are not completed in a timely manner. The application process can move forward once the applicant successfully registers with [Grants.gov](#). Grants.gov is not the Office of Justice Programs’ (OJP) Grants Management System (GMS). If applicants experience difficulties at any point during this process, they should call the [Grants.gov](#) Applicant Support Line at **1-(800)-518-4726**.

Note: [Grants.gov](#) limits the use of specific characters in names of attachment files. Valid file names include only the characters shown in the table below. [Grants.gov](#) is designed to reject any application that includes an attachment(s) with a file name that contains any characters not shown in the table below.

Characters	Special Characters		
Upper case (A – Z)	Parentheses ()	Curly braces { }	Square brackets []
Lower case (a – z)	Ampersand (&)	Tilde (~)	Exclamation point (!)
Numbers (0-9)	Comma (,)	Semicolon (;)	Apostrophe (‘)
Underscore (_)	At sign (@)	Number sign (#)	Dollar sign (\$)
Hyphen (-)	Percent sign (%)	Plus sign (+)	Equal sign (=)
Space	When using the ampersand (&) in XML, applicants must use the “&” format.		
Period (.)			

Use simple titles for all documents, such as “Project Narrative.” Visit the [Grants.gov](#) website to review the most up-to-date guidelines about the use of specific characters.

Submitting a Grant Application

In 2017, Grants.gov updated its application tool. The legacy PDF application package was phased out and retired as of December 31, 2017. Grants.gov Workspace is now the standard application method for applying for grants. Applicants should familiarize themselves with the Workspace format. For complete information and instructions on using Workspace (and other

changes), go to the Workspace Overview page at <https://www.grants.gov/web/grants/applicants/workspace-overview.html>.

[Grants.gov](https://www.grants.gov) Applicant Support Line can be reached at 1-(800)-518-4726 and is available 24/7, except federal holidays.

E. Application Review Information

Criteria

Applications will be scored based on the degree to which the application responds to each section and addresses each element in the section. Furthermore, applications will be scored based upon the quality of the response, capacity of the applicant and any partners, and the level of detail provided. Each element **must** be addressed in the section in which it is requested. Points may be deducted if the applicant does not include the information in the appropriate section even if it is included elsewhere within the application. Each section will be reviewed as a separate document and will be scored as such. Specifically, for the Improving Criminal Justice Responses Program, scoring will be as follows:

1. Summary data sheet: (5) points.
2. Proposal abstract: (5) points.
3. Project narrative: (60) points, of which:
 - A. Purpose of the project: (10) points.
 - B. What will be done: (40) points.
 - C. Who will implement: (10) points.
4. Budget detail worksheet and narrative: (15) points.
5. MOU (and/or Letters of Commitment): (15) points.
6. OVW Priority Area: (10) points.
7. Improving Criminal Justice Responses Program Statutory Priority: (1) point.

Voluntary match or other cost sharing methods will not be considered in the evaluation of the application.

Review and Selection Process

Applications will be subject to a peer review and a programmatic review.

Peer Review

OVW will subject all eligible, complete, and timely applications to a peer review process that is based on the criteria outlined in this solicitation. OVW may use internal reviewers, external reviewers, or a combination of both.

Programmatic Review

All applications that are considered for funding will be subject to a programmatic review. The programmatic review consists of assessing the application for compliance with the program's scope, activities that compromise victim safety, and, if applicable, past performance and priority area review. OVW reserves the right to add 10 points to applications meaningfully addressing the OVW priority area to "reduce violent crime against women and promote victim safety through investing in law enforcement and increasing prosecution." OVW reserves the right to add 1 point to applications submitted by states, Indian tribal governments, state and local courts (including juvenile courts), and units of local government addressing one or more of the

statutory priority(ies). OVW reserves the right to deduct points from applications for the following reasons:

1. Activities that compromise victim safety and recovery and undermine offender accountability (deduct up to 10 points).
2. Out-of-scope and unallowable activities (deduct up to 10 points).
3. Past performance (deduct up to 25 points).
4. Formatting and Technical Requirements (deduct up to 5 points).

An application that is deemed to be substantially out of scope, proposes a substantial number of activities that are unallowable, or proposes activities that pose a significant threat to victim safety or a serious breach of confidentiality will not be considered for funding. **An applicant with considerable past performance issues may receive a deduction in points as described above or be removed from consideration entirely regardless of the application's peer review score.**

As a part of the programmatic review process described above, applicants with current or recently closed OVW awards will be reviewed for past performance and risk based on the elements listed below.

1. Demonstrated effectiveness of the current project indicated by timely progress toward meeting project goals and objectives.
2. Demonstration that past activities supported with OVW grant funds have been limited to program purpose areas.
3. Adherence to all special conditions of existing grant award(s) from OVW.
4. Adherence to programmatic and financial reporting requirements, including timely submission of required reports.
5. Completion of close-out of prior awards in a timely manner.
6. Appropriate use of and active participation in OVW-sponsored workshops and other technical assistance events as required by a special condition of the current or recent award.
7. Receipt of financial clearances on all current or recent grants from OVW.
8. Timely resolution of issues identified in any audit or on-site financial or programmatic monitoring visit.
9. Adherence to the Office of Management and Budget single-audit requirement.
10. Timely expenditure of grant funds.
11. Adherence to the requirements of the [DOJ Financial Guide](#).

Prior to making an award, OVW is required to review and consider any information about applicants included in the designated integrity and performance system accessible through SAM (currently FAPIIS). Applicants may review and comment on information in FAPIIS about themselves that another federal awarding agency has previously entered. OVW will consider the applicant's comments as well as other information available in FAPIIS in making its judgment about the risk posed by making an award to the applicant as described in 2 C.F.R. § 200.205.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the OVW Director, who also may give consideration to factors including, but not limited to, reaching underserved populations, geographic diversity, OVW priorities, past performance, and available funding when making awards. All award decisions are final and not subject to appeal.

High-Risk Grantees

Based on DOJ's assessment of each grantee with regard to current 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 down funds until certain requirements are met. High-risk grantees with substantial or persistent performance or compliance issues, long-standing open audits, or open criminal investigations will likely not receive an additional OVW award until all issues are resolved.

Anticipated Announcement and Federal Award Dates

It is anticipated that all applicants will be notified of the outcome of their applications by October 1, 2020.

F. Federal Award Administration Information

Federal Award Notices

Successful applications will receive OVW award notifications electronically from the OJP Grants Management System (GMS) (not Grants.gov). This award notification will be sent to the individuals listed as the [Authorized Representative](#) and the Point of Contact on the SF-424 for the application that was selected for funding and will include instructions on accepting the award. Recipients will be required to log in; accept any outstanding assurances and certifications on the award; designate financial points of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document and terms and conditions by the [Authorized Representative](#), scanning the fully executed award document, and returning the scanned document to OVW via facsimile or email.

Administrative and National Policy Requirements

Information for All Federal Award Recipients

Applicants selected for awards must agree to comply with additional legal, administrative, and national policy requirements. OVW strongly encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. This information can be found in the section of the [Solicitation Companion Guide](#) entitled "Post-Award Requirements for All Federal Award Recipients."

Terms and conditions for OVW awards are available at <https://www.justice.gov/ovw/award-conditions>. These terms are subject to change prior to the issuance of the awards.

Violence Against Women Act Non-Discrimination Provision

The Violence Against Women Reauthorization Act prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Additional information on the civil rights obligations of OVW funding recipients can be found in the [Solicitation Companion Guide](#) under "Civil Rights Compliance."

Accessibility

Recipients of OVW funds must comply with applicable federal civil rights laws, which, among other things, prohibit discrimination on the basis of disability and national origin. Compliance with these laws includes taking reasonable steps to ensure that persons with limited English proficiency have meaningful access to recipients' programs and activities and that these

programs and activities are readily accessible to individuals with disabilities. More information on these obligations is available in the [Solicitation Companion Guide](#) under “Civil Rights Compliance.”

Reporting

OVW grantees are required to submit semi-annual progress reports and quarterly Federal Financial Reports (SF-425). Appropriate progress report forms will be provided to all applicants selected for an award. Forms will be submitted electronically via GMS. Future awards and fund drawdowns may be withheld if reports are delinquent.

G. Federal Awarding Agency Contact(s)

For assistance with the requirements of this solicitation, contact the following: for programmatic questions, contact the POC for this program at (202)-307-6026 or OVW.ICJR@usdoj.gov, for financial questions, contact 1-(888)-514-8556 or OVW.GFMD@usdoj.gov, and for technical support, contact 1-(800)-518-4726 for the Grants.gov Applicant Support Line.

H. Other Information

Application Checklist

Applicants must submit a fully executed application to OVW, including all required supporting documentation. Prior to peer review, OVW will not contact applicants for missing items. Additionally, if an applicant plans to submit an application under any other OVW grant program this fiscal year, it is the applicant’s responsibility to ensure that only documents pertinent to this solicitation are included with this application. OVW will not redirect documents that are inadvertently submitted with the wrong application (e.g., a Rural Program letter submitted with a Transitional Housing Program application will not be transferred to the Rural application).

Application Document	Date Completed
1. Letter of Intent	
2. Summary Data Sheet	
3. Project Narrative: a) Purpose of the Application. b) What Will Be Done. c) Who Will Implement.	
4. Proposal Abstract	
5. Budget Detail Worksheet and Narrative	
6. Memorandum of Understanding or Letters of Commitment	
7. Application for Federal Assistance: SF 424	
8. Assurances (SF 424B) and Disclosure of Lobbying Activities (SF-LLL)	
9. Applicant Financial Capability Questionnaire (if applicable)	
10. Confidentiality Notice Form	
11. Disclosure of Process Related to Executive Compensation	
12. Pre-Award Risk Assessment	
13. Indirect Cost Rate Agreement (if applicable)	

14. Letter of Nonsupplanting	
15. Proof of 501(c)(3) Status (Nonprofit Organizations Only)	
16. Certification of Eligibility Letter	
17. HIV Certification, HIV Assurance, or HIV Exemption Letter (States and Units of Local Government Only)	
18. Service Area Map with Population Size	

Any materials submitted as part of an application may be released pursuant to a request under the Freedom of Information Act.

Public Reporting Burden - Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OVW tries to create forms and instructions that are accurate, can be easily understood, and impose the least possible burden on applicants. The estimated average time to complete and file this form is 30 hours. Comments regarding the accuracy of this estimate or suggestions for simplifying this form can be submitted to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, Washington, DC 20530.

ATTACHMENT 2

OVW ICJR PROPOSAL COVER SHEET

Legal Name of Agency	
Fictitious Name, (d/b/a), if applicable	
Mailing address	
Contact person	
Contact's Email address	
Contact's Phone number	
Name/Title of Person(s) Authorized to Legally Bind Agency (sign contract)	
Program title	
Specific target population, including number to be served	
Geographic area(s) served	
BCC Commission District(s) served	
Program status (existing or new program)	
Program start date (if a new program)	
Total program budget (program's total budget for one (1) year)	
Amount of funding request from Palm Beach County	
<p>Overview (three (3) sentence overview of the program – this must be short and concise, and will be used to communicate the purpose of programs and services to the BCC and various publications):</p> 	

Signature _____	Printed name _____
Title _____	Date _____

CONTRACT TEMPLATE

***FOR
REFERENCE
ONLY***

***NOT FOR SUBMITTAL
NOT FOR SIGNATURE***

CONTRACT FOR

This Contract is made as of the _____ day of _____, 20____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and

_____, a _____ authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to consultant, vendor, contractor, sub-recipient), whose Federal I.D. is _____.

In consideration of the mutual promises contained herein, the COUNTY and the ENTITY agree as follows:

ARTICLE 1 - SERVICES

The ENTITY'S responsibility under this Contract is to provide _____, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be _____, telephone _____ no. _____.

The ENTITY'S representative/liaison during the performance of this Contract shall be _____, telephone _____ no. _____.

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services on _____ and complete all services by _____. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on _____, notwithstanding the date the contract is executed by the Board of County Commissioners

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO ENTITY

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of _____

_____ Dollars (\$_____). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed _____ Dollars (\$_____), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY.
- E. In order to do business with Palm Beach County, ENTITY'S are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ENTITY'S most favored customer for the same or

substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ENTITY'S. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the ENTITY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the ENTITY or without cause upon ten (10) business days written notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the ENTITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the ENTITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the ENTITY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ENTITY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ENTITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ENTITY. The ENTITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the ENTITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The ENTITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. ENTITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. ENTITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENTITY under the contract.
- B. **Commercial General Liability** ENTITY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. ENTITY shall provide this coverage on a primary basis.

- C. **Business Automobile Liability** ENTITY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event ENTITY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing ENTITY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. ENTITY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** ENTITY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. ENTITY shall provide this coverage on a primary basis.
- E. **Professional Liability** ENTITY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of ENTITY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, ENTITY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, ENTITY shall purchase a SERP with a minimum reporting period not less than 3 years. ENTITY shall provide this coverage on a primary basis.
- Additional Insured** ENTITY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." ENTITY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** ENTITY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then ENTITY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should ENTITY enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, ENTITY shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are

in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o _____

- H. **Umbrella or Excess Liability** If necessary, ENTITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

ENTITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of ENTITY.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any

other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or ENTITY.

ARTICLE 14 - CONFLICT OF INTEREST

The ENTITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The ENTITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the ENTITY'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ENTITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ENTITY. The COUNTY agrees to notify the ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by the ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENTITY, the COUNTY shall so state in the notification and the ENTITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ENTITY under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The ENTITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the ENTITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the ENTITY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The ENTITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENTITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ENTITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The ENTITY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ENTITY'S sole direction, supervision, and control. The ENTITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENTITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The ENTITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENTITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ENTITY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the ENTITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the ENTITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful

efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The ENTITY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. ENTITY shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

The ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the ENTITY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

With copy to:

Palm Beach County Attorney’s Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the ENTITY, notices shall be addressed to:

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the ENTITY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The ENTITY, ENTITY’S employees, subcontractors of ENTITY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolution R-2003-1274, as amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the ENTITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ENTITY shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the ENTITY or its subcontractor(s) terminates an employee who has been issued a badge, the ENTITY must notify the COUNTY within two (2) hours. At the time of termination, the ENTITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ENTITY if the ENTITY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated ENTITY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY’S who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY’S who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by ENTITY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the

ENTITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the ENTITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The ENTITY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The ENTITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the ENTITY does not transfer the records to the public agency.
- D. Upon completion of the Contract the ENTITY shall transfer, at no cost to the County, all public records in possession of the ENTITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the ENTITY transfers all public records to the County upon completion of the Contract, the ENTITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the ENTITY keeps and maintains public records upon completion of the Contract, the ENTITY shall meet all applicable requirements for retaining public records. All records stored electronically by the ENTITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the ENTITY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. ENTITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

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Sample

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

ENTITY:

Company Name

County Administrator of Designee

Signature

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Typed Name

**Title
Assistant County Attorney**

WITNESS:

**APPROVED AS TO TERMS
AND CONDITIONS**

Signature

Typed Name

(corp. seal)

SCOPE OF WORK

Sample

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Sample

TERMS & CONDITIONS BY FUNDING SOURCES

2 CFR § 200: Strengthens oversight to minimize risk of waste, fraud, and abuse. Office of Management and Budget (OMB) collaborated over three years with public and agency partners to develop 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, issued December 26, 2013. For more information, please refer to https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

Department of Justice Financial Guide: For more information please refer to: https://www.ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf