# Victim Services Grant Program

*Request for Grant Application (RFGA)*

## ST-VS-18-010118-00

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|---|---|---|
| **DEADLINE** | Applications shall be received **ON OR BEFORE 3:00 p.m.** (Arizona time) **on November 17, 2017** by the Governor's Office of Youth, Faith and Family, 1700 W. Washington, Suite 230, Phoenix, AZ 85007. **TELEFAXED, ELECTRONIC OR LATE APPLICATIONS WILL NOT BE ACCEPTED. Please submit one (1) original document marked "ORIGINAL" with seven (7) copies and one thumb or flash drive containing the entire application package. The application materials on the thumb or flash drive should appear in MSWord and/or PDF.** | |
| **PRE-APPLICATION CONFERENCE** | A pre-application conference will not be held for this solicitation. | |
| **PROCUREMENT GUIDELINES** | In accordance with A.R.S. §41-2701, competitive sealed grant applications for the services specified within this document will be received by the Governor's Office of Youth, Faith and Family ("GOYFF") at the above specified location until the time and date cited. Grant applications received by the correct time and date will be opened and the name of each applicant will be publicly read.<br><br>Grant applications must be submitted in a sealed envelope with the Grant Application Number and the applicant's name and address clearly indicated on the envelope. Additional instructions for preparing a grant application are included within this document.<br><br>**Applicants are strongly encouraged to carefully read the entire Request for Grant Application document**. | |
| **CONTRACT INFORMATION, IF AWARDED** | **Grant Title:** | STOP Violence Against Women Formula Grant |
| | **Contract Type:** | Cost Reimbursement Sub-Grant |
| | **Contract Term:** | If awarded, the term of the contract shall commence on January 1, 2018 and shall remain in effect until December 31, 2018, unless terminated, canceled or extended as otherwise provided herein. |
| **CONTACT INFORMATION** | **Sarah Bean**<br>Governor's Accounting Office<br>Procurement Manager<br>Fax: (602) 542-1329<br>Email: sbean@az.gov | |
| **AMENDMENTS** | **It is the sole responsibility of applicants to check the Governor's website for any changes to this RFGA at http://goyff.az.gov/goyff/grants**. Changes to the RFGA may be made at any time in the sole discretion of the Governor's Office of Youth, Faith and Family. | |

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## OFFER AND ACCEPTANCE FORM (SPO FORM 203)

**TO THE GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY:**
The Undersigned hereby agrees, if awarded a grant, to all terms, conditions, requirements, and amendments in this Request for Grant Application ("RFGA") solicitation and any written exceptions, as accepted by the Governor's Office of Youth, Faith and Family, in the Application.

Arizona Transaction (Sales) Privilege Tax License No.:

_____

Federal Employer Identification No.:

_____ _____ _____

Name of Point of Contact Concerning this Application:

Name: _____

Phone: _____ Fax: _____

E-Mail:_____

By signature in this Offer section, the Applicant certifies:

1. The submission of the Application did not involve collusion or other anti-competitive practices.
2. The Applicant shall not discriminate against any employee or Applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Applicant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

| | |
|---|---|
| **Name of Applicant Organization** | **Signature of Person Authorized to Sign Offer** |
| **Address** | **Printed Name** |
| **City State Zip** | **Title** |

## CERTIFICATION

ACCEPTANCE OF APPLICATION
The Application is hereby accepted.

The Applicant is now bound to perform as stated in the attached grant Application, and based upon the RFGA Solicitation, including all terms, conditions, requirements, amendments, etc., and the Applicant's grant Application as accepted by the State.

This grant shall henceforth be referred to as Grant No. _____.

The effective date of the contract is _____.

The Applicant has been cautioned not to commence any billable work or to provide any material or service under this contract until Applicant receives a purchase order, contract release document, or written notice to proceed.

**State of Arizona**
**Awarded this** _____ **day of** _____ **20** ____

_____
Sarah Bean, Procurement Manager

# I BACKGROUND INFORMATION

## Governor's Office of Youth, Faith and Family

The Governor's Office of Youth, Faith and Family seeks to create a brighter future for youth and families by providing Arizona with programming, resources and expertise. To achieve this goal, the Governor's Office of Youth, Faith and Family is comprised of focus areas which oversee state and federal resources, provide trainings and is informed by various Governor appointed Commissions, Councils, Partnerships, Task Forces and Work Groups.

To learn more about how Governor Ducey's Office of Youth, Faith and Family is dedicated to ensuring Arizona is a great state to raise a family, visit: http://GOYFF.AZ.gov.

## STOP Violence Against Women Formula Grant (VS Program)

The STOP (Services • Training • Officers • Prosecutors) Violence Against Women Formula Grant Program (STOP) was authorized through the Violence Against Women Act (VAWA) signed into law by President Clinton in 1994. It has since been reauthorized and amended by the Violence Against Women Act of 2000 (VAWA 2000), the Violence Against Women Act of 2005 (VAWA 2005), and the Violence Against Women Act of 2013 (VAWA 2013). The purpose of VAWA is to promote a coordinated, multi-disciplinary approach to improving the criminal justice system's response to violent crimes against women. VAWA encourages the development and strengthening of effective law enforcement and prosecution strategies to address violent crimes against women and the development and strengthening of victim services in cases involving violent crimes against women.

# II FUNDING INFORMATION

Funding is made available by the U.S. Department of Justice, Office on Violence Against Women (OVW), Violence Against Women Act (VAWA) as amended by VAWA 2000, VAWA 2005 and VAWA 2013, authorized by34 U.S.C. §§ 10441–10451 and 20121–20122 . The C.F.D.A. number for STOP Violence Against Women Formula Grant is 16.588.

The funds awarded under this Request for Grant Application are federal funds. The successful applicants who are selected for award shall be subject to the applicable code of federal regulations and Uniform Guidance 2 C.F.R. 200 for determining allowable costs, which may be referenced at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

## Who is Eligible to Apply for this Funding Opportunity

The following Arizona entities are eligible to apply for the Victim Services Program Grant:

- Non-profit 501(c)(3), non-governmental community-based victim service organizations
- Tribal governments

## What is the Total Amount of Available Funds

It is anticipated (but not guaranteed) that total funds available will be approximately $1,000,000 per year for four contract years. Anticipated awards for this funding will be for one (1) twelve-month period, with additional renewable options. The grant cycle is expected to end December 31, 2021. Renewals are conditional upon the availability of federal appropriations and in the sole discretion of the Governor's Office of Youth, Faith and Family. Consideration for renewal will also be based on compliance with terms and conditions, programmatic and financial performance, results of program and fiscal monitoring and the submission of a renewal application. The number of awards will depend on the number and quality of applications received. It is anticipated that qualifying applicants will be awarded between $75,000 and $125,000 for the first term.

## III WHAT WILL THIS REQUEST FOR GRANT APPLICATION FUND

Victim Services Grant Program will support developing, enlarging, or strengthening victim services and legal assistance programs for underserved victims of sexual assault, domestic violence, dating violence, and stalking. The terms "victim services" and "services" mean services provided to victims of domestic violence, dating violence, sexual assault, or stalking, including: telephonic or web-based hotlines, legal advocacy, economic advocacy, emergency and transitional shelter, accompaniment and advocacy through medical, civil or criminal justice, immigration, and social support systems, crisis intervention, short-term individual and group support services, information and referrals, culturally specific services, population specific services, and other related supportive services.

All applicants **must** focus on providing victim services to underserved victims of sexual assault, domestic violence, dating violence, and stalking. Underserved populations include those who face barriers in accessing and using victim services, and includes populations underserved because of rural location, religion, sexual orientation, gender identity, underserved racial and ethnic populations and populations underserved because of special needs (such as language barriers, disabilities, immigration status, or age). **Priority will be given to Tribal governments, tribal service organizations and culturally specific community organizations.**

Culturally specific organizations are defined as a nonprofit, nongovernmental organizations or tribal organizations that focus primarily on domestic violence, dating violence, sexual assault, or stalking. The organization's services must be **primarily** directed toward a racial and ethnic minority group and services must be tailored to the unique needs of that population.

Rural status is based on the U.S. Department of Health and Human Services' Rural Health Grants Eligibility Analyzer: https://datawarehouse.hrsa.gov/tools/analyzers/geo/Rural.aspx:
Apache, Gila, Graham, Greenlee, La Paz, Navajo, and Santa Cruz are identified as rural counties.
To determine if the community or census track in counties that have rural areas qualify please use the same website and check eligibility by address where services or activities will be provided. For example, parts of Cochise County are rural, so the Bisbee Police Department (1 State Hwy 92, Bisbee, AZ) says "Yes" but the Sierra Vista Police Department (911 N Coronado Dr, Sierra Vista, AZ, 85635) shows a "No" for qualifying as rural. (If the community where your project is located is determined to be rural, then print this from the website for the application.)

Eligible Tribal applicants include federally recognized Indian Tribes; consortia of Indian Tribes; incorporated non-Federally recognized Tribes; incorporated non-profit multi-purpose community-based Indian organizations; urban Indian centers; regional incorporated non-profit Native American organizations with Native American community-specific objectives.

### *a) Arizona Service Standards*

Proposed services must be provided in accordance with the *Arizona Service Standards for Domestic Violence Providers*. The Standards can be located at:
https://des.az.gov/sites/default/files/media/AZDVStandards.pdf

### *b) Activities that Compromise Victim Safety & Recovery*

These activities have been found to jeopardize victims' safety, deter or prevent physical or emotional healing for victims or allow offenders to escape responsibility for their actions. Applicants that engage in, or propose, any of the following activities may not be considered for funding:

- Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical

health condition, criminal record, work in the sex industry, or the age and/or gender of their children;

- Procedures or policies that compromise the confidentiality of information and privacy of persons receiving services;
- Procedures or policies that impose requirements on victims in order to receive services (e.g. seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.);
- Procedures or policies that fail to include conducting safety planning with victims;
- Project design and budget that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or who are deaf or hard of hearing;
- The use of pre-trial diversion programs or the automatic placement of offenders in such programs;
- Couples counseling, family counseling or any other manner or joint victim-offender counseling as a routine or required response to sexual assault, domestic violence, dating violence, or stalking, or in situations in which child sexual abuse is alleged
- Offering or ordering anger management programs for offenders as a substitute for batterer's intervention programs;
- Procedures or policies that deny victims and non-abusing parents or caretakers and their children access to services based on their involvement with the perpetrator;
- Requiring survivors to meet restrictive conditions in order to receive services (e.g. background checks of victims, clinical evaluations to determine eligibility for services.) or other screening processes that elicit information that is not necessary for services, such as questions about immigration status, gender identity, sexual orientation, disability, physical or mental health, and work or criminal history that the service provider does not need to know about to provide services safely;
- Relying on batterer intervention programs that do not use court monitoring to hold batterers accountable for their behavior;
- Policies and procedures that fail to account for the physical safety of victims;
- Enforcing or promoting nuisance abatement ordinances, crime-free housing ordinances, or crime-free lease addenda (often associated with crime-free housing programs) that require or encourage the eviction of tenants or residents who may be victims of domestic violence, sexual assault, dating violence or stalking.
- Policies or procedures that require testing of sexual assault forensic evidence in cases where the victim obtained a medical forensic exam but has not chosen to participate in the criminal justice system.

***c) <u>Out-of-Scope Activities</u>***

Research projects are outside the statutory scope of the STOP Formula Grant Program and therefore cannot be supported with program funds. This does not include program assessments conducted only for internal improvement purposes.

***d) <u>Unallowable Activities</u>***

- Lobbying
- Fundraising
- Purchase of real property
- Construction
- Physical modifications to buildings, including minor renovations

***e) Violence Against Women Act Non-Discrimination Provision***

All applicants must have written policies prohibiting discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability.

***f) Confidentiality***

All applicants must have written policies prohibiting the disclosure of a victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. Adopted policies must comply with the confidentiality and privacy rights and obligations created by section 40002(b)(2) of the Violence Against Women Act, as amended.

***g) Legal Services***

Applicants that are providing legal assistance with funds awarded under this must certify in writing that:

1. Any person providing legal assistance with STOP funds:

   (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or

   (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and
   (ii) has completed, or will complete, training in connection with domestic violence, dating violence, sexual assault or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

2. Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, or local domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial and local law enforcement officials;

3. Any person or organization providing legal assistance with funds through this program has informed and will continue to inform state, local, or tribal domestic violence, dating violence, sexual assault or stalking programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

4. The applicants organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence or child sexual abuse is an issue.

This certification shall take the form of a letter, on letterhead, signed and dated by the authorizing official. States will be responsible to ensure that Grantees meet the requirement. States will not award funds for legal assistance to any Grantee that has not submitted a sufficient letter.

Funds awarded for legal assistance will only be allowed with the certification detailed above. For a sample letter, see http://www.ovw.usdoj.gov/docs/sample-cert-letter.pdf.

***h) Collaboration***

Applicants must demonstrate collaboration and describe how they engage stakeholders to ensure that victims are provided with holistic services that are victim-centered and individually tailored. Projects should reflect participation from law enforcement, courts, prosecutors and victim services in the planning stage and throughout the life of the project. This collaboration

can be demonstrated through letters of participation or a Memorandum of Understanding (MOU)

For the purposes of this grant solicitation, there are two separate situations that **require** a Memorandum of Understanding (MOU) and denote a "formal partnership":

An MOU is required for all projects that identify a subcontractor that will provide a service(s) in which there will be an exchange of grant funds to pay for that service.

OR

An MOU is required for all projects that identify a partner where grant funds will not exchange hands but in order for the project to be viable, a service will be provided or there is an agreement to work together. For example, a victim service agency will provide an advocate to work with law enforcement officers to respond to domestic and sexual violence calls for service. An MOU is required between the victim service agency and the law enforcement agency.

## IV EVALUATION CRITERIA

Applications will be reviewed initially for compliance with technical requirements. A review committee will evaluate applications and select those applications deemed susceptible for an award, in accordance with A.R.S. §41-2702(G), based upon complete detailed narratives and exhibits on following criteria:

| | |
|---|---|
| Needs Assessment | 100 points |
| Goals and Performance Measures | 200 points |
| Strategies and Approaches | 200 points |
| Implementation Plan | 200 points |
| Evaluation | 100 points |
| Organizational Capacity | 100 points |
| Resources and Budget | 100 points |

# V APPLICATION PROGRAM NARRATIVE REQUIREMENTS

This section describes what an application is expected to include and sets out a number of components. Applicants should anticipate that failure to submit an application that contains all of the specified elements may negatively affect the review of the application.

***a) Executive Summary*** *(one (1) page maximum)*

Provide a one-page narrative overview of the program that includes a brief summary of the need, program goals and performance measures, and the services that will be provided to victims of sexual assault, domestic violence, dating violence, and stalking.

***b) Needs Assessment*** *(one (1) page maximum)*

This component creates a foundation for the application. The need(s) described should be specific enough so that it can be addressed by the proposed program. Statistics and data should be used to substantiate and document the need. Provide a narrative response to each of the following:

1. State the need(s) or issue addressed in this application. Include community specific data or agency data which validates the identified need(s).

2. Based on the stated problem, what underserved communities will the proposed project be targeting (i.e., your target population)? Who are the other individual groups (or key

stakeholders) that are involved in the development and/or implementation of the proposed project?

3. What resources (federal, state, local) in your community and/or within your organization are currently being directed toward the stated need? How does this proposed project support those efforts or enhance your efforts?

4. Identify the external team. Detail collaborations and partnerships existing, created or anticipated in order to support or achieve the project goals. If this project involves a partnership of two or more entities, a signed MOU that describes individual involvement, specific roles and responsibilities, must be included with the application. See MOU details on page 7.

5. Applicant shall identify whether or not they are a culturally specific community-based organization.

***c) <u>Goals and Performance Measures</u>*** *(two (2) pages maximum, not including exhibit)*
This component should include broad statements of intent (goals) and the measurable, time-specific outcomes that directly link with the identified problem statement. Goals are general statements of long-range benefits that reflect what changes are desired. Objectives are related to specific activities that will contribute to the accomplishment of the proposed goal(s). Performance measures (outputs, outcomes) are specific, quantified statements of expected results of the project. These outcome measures should be described in terms of events that can be realistically achieved within the contract period. It is critical to develop project measurement tools that can accurately track the stated outcomes. Provide a narrative response to each of the following:

1. State the goal(s) that will address the identified needs.

2. For each goal, identify the following:

   i. Specific objectives that are related to activities that will contribute to the accomplishment of the proposed goal(s).

   ii. Specific performance measures which: describe the results that will be achieved, quantify how much will change (e.g. increase or decrease in numbers, percentages, etc.) and provide a specific date by which the change(s) will occur.

3. **Complete Exhibit K:** Goals, Objectives and Performance Measures.

**d) *<u>Strategies and Approaches</u>*** *(three (3) pages maximum, not including exhibit)*
This component identifies and describes the activities, services or interventions chosen to reach the stated goals and outcomes. Provide a narrative response to each of the following:

1. Describe the services which will be provided through the proposed program, who will provide these services, how they will be accessed and who will benefit from these services.

2. Describe how the services will meet the proposed goals, objectives and performance measures.

3. Describe how the proposed services are victim-centered and individually tailored.

4. Describe collaboration with community partners and/or participation on a sexual assault response team (SART) and/or coordinated community response team (CCRT) to provide

victims with holistic services.

5. Describe how the proposed project will provide services to or benefit underserved victims of sexual assault, domestic violence, dating violence, and stalking.

6. Explain how the proposed services are culturally competent, age appropriate and gender responsive. In particular, describe specific efforts to make services accessible and effective for underserved racial or ethnic populations, people with disabilities, and lesbian, gay, bisexual, and transgender (LGBT) individuals.

7. Describe community outreach efforts to underserved racial or ethnic populations, people with disabilities, and lesbian, gay, bisexual, and transgender (LGBT) individuals regarding the availability of services.

**e)** ***Implementation Plan*** *(three (3) pages maximum, not including exhibit)*
This component focuses on the steps that must be taken to put the program's Strategies and Approaches into action. It should include all the administrative and planning elements that will be required to operationalize the strategies for the duration of the grant. Provide a narrative response to each of the following:

A. Describe the activities needed to implement the Strategies/Approaches including timelines and responsibilities as they relate to the achievement of the goals, outcomes and strategies.

B. Describe the plan for recruiting and retaining program partners and participants/clients.

C. Describe any anticipated barriers to participation and/or completion and your plans to overcome those barriers.

D. Describe any training that will be needed for existing and/or new staff. How and when will this training will be delivered.

E. Complete Exhibit L: Implementation Plan.

***f)*** ***Evaluation*** *(two (2) pages maximum)*
This section addresses how the program is working and what can be done to make the program more effective. Evaluation should be directly connected to the performance measures in Exhibit K as well as the implementation detailed in Exhibit L. The process evaluation should measure program fidelity by assessing the quality, strengths and weaknesses of the implementation. The evaluation should determine the extent the program has accomplished the stated goals.

1. Identify who will have overall responsibility for monitoring performance measures.

2. Describe what resources (e.g. personnel, supplies, etc.) will be needed to evaluate the proposed program. The funds dedicated to evaluation should be reflected in the budget.

3. Describe the plan for evaluating the performance measures including timelines for collecting and analyzing data.

4. Describe how data will be organized once it has been collected and the procedures that will be put in place to assure the quality of the data (e.g., training for data collectors, data collection forms, timeliness in administering tools).

5. Describe how the data will be analyzed and utilized.

6. Describe the plan to use the results of your evaluation to continuously improve the quality of the program throughout the duration of this grant.

***g)*** ***<u>Organizational Capacity</u>*** *(two (2) pages maximum, not including exhibits)*
This section focuses on the steps that must be taken to put the proposed program intervention(s) and/or related assistance into action. It should be detailed and include all the elements that will be required to operationalize the intervention(s) for the duration of the grant. Provide a narrative response to each of the following:

1. Describe your plan to continue the proposed program beyond the existence of this grant funding. The plan for sustainability should extend beyond simply seeking state, federal or local grant funding to replace the current grant funding.

2. Describe your organization's capacity to implement and administer the proposed program. Provide examples of experience in implementing and administering related programs and the outcomes of those programs. *NOTE: Past performance on any grants from the Governor's Office of Youth, Faith and Family shall be taken into consideration in the evaluation of your application.*

3. Describe any capacity building that will be needed to implement the proposed program. This may include additional resources, such as establishing or strengthening relationships with collaborators, increasing staff, contracting with sub-recipients or providers and other resources required to provide program services.

4. Describe staff accountabilities and qualifications, both programmatic and fiscal. List how much time each person will spend on the program. In addition, attach resumes for key individuals (your fiscal person is a key individual) involved in the project or job descriptions for positions to be filled. Provide an organization chart.

5. Include a brief description of how grants are fiscally administered in your organization.

6. Describe the agency/organization's success in sustaining programs that were developed/ implemented under other grant programs.

7. **Complete Exhibit F**: Staff Overview.

8. **Complete Exhibit G**: Applicant's Proposed Subcontractor(s).

9. **Complete Exhibit H**: GOYFF Standard Data Collection Form.

10. **Complete Exhibit I**: Financial Systems Survey.

11. **Read and sign Exhibit J**: Assurances for Non-Construction Programs.

***h)*** ***<u>Resources and Budget</u>*** *(Exhibit B, C, D, E and financial documents, no narrative)*
Funding shall be limited to those items specifically listed in the proposed budget and support the scope of work proposed. Total funding may not be modified following award of the contract. After award, requests for line item modifications that do not change the total program funding and/or scope of work must be requested in writing, and in a timely manner. If approval of the change is granted, written authorization from the Governor's Office of Youth, Faith and Family will be provided.

1. List all resources that will be needed to implement and administer the proposed program. These resources should include funding for personnel, supplies, and training.

2. Complete **Exhibits B, C and D.**

3. List all sources of funding currently received from the Governor's Office of Youth, Faith and Family, other State or public agencies, federal agencies, non-profit organizations and any other sources that will be applied to the proposed program. **(Exhibit E)**

4. Victim service applicants and tribal applying for funds are **not** required to provide a match; however they can do so voluntarily. If a tribe or victim service provider chooses to voluntarily include match on their application, those applicants will be held accountable for that match. Match funds are subject to financial and programmatic monitoring by the Governor's Office of Youth, Faith and Family.

5. Attach one copy of the audited financial statements at the end of the completed original application.

## Exhibits and Attachments:

- Exhibit A: Checklist
- Exhibit B: Funds Requested Page
- Exhibit C: Line Item Budget
- Exhibit D: Budget Narrative
- Exhibit E: Disclosure Form of Other Funding Sources
- Exhibit F: Staff Overview
- Exhibit G: Applicant's Proposed Subcontractor(s)
- Exhibit H: GOYFF Standard Data Collection Form
- Exhibit I: GOYFF Financial Systems Survey
- Exhibit J: Assurances for Non-Construction Programs
- Exhibit K: Goals, Objectives and Performance Measures
- Exhibit L: Implementation Plan
- Attachment A: Special Instructions to Applicants
- Attachment B: Federal Flow Down Terms and Conditions For Successful Applicants Who Are Selected for Award
- Attachment C: Indemnification and Insurance Provisions
- Attachment D: Sample Certificate of Insurance

# EXHIBIT A
# Checklist

Victim Services Grant Program
RFGA No. ST-VS-18-010118-00

Name of Organization: _____

**Checklist:**
Use the following list to make sure your Grant Application for the Victim Services Grant Program is complete and meets the requirements specified in this request for grant applications. Please assemble your application in the order listed below.

- ❑ Page numbers are included on all pages, in sequence and a table of contents is included with page numbers referenced. Page numbers may be handwritten or labeled.
- ❑ One (1) original document marked "ORIGINAL", with seven (7) photocopies and one thumb or flash drive containing the entire application package. The application materials on the thumb or flash drive should appear in MS Word and/or PDF.
- ❑ Completed and signed Offer and Acceptance Form (SPO form 203).
- ❑ Exhibit A – Checklist. Signed and attached.
- ❑ Solicitation Amendment(s). Signed and submitted, if issued.
- ❑ Memorandum of Understanding (MOU) and/or Letters of Participation.
- ❑ Confidentiality Policy or statement detailing progress and the content of the policy under development.
- ❑ Submit your most recent IRS 501(c)(3) tax exempt letter.
- ❑ Proof of current registration in the System for Award Management.
- ❑ Legal Assistance Certification letter (if applicable).
- ❑ Executive Summary.
- ❑ Application Program Narrative.
- ❑ Exhibit B – Funds Requested Page. Completed and attached.
- ❑ Proof of Rural Eligibility (if applicable).
- ❑ Exhibit C - Line Item Budget. Completed and attached.
- ❑ Exhibit D - Budget Narrative. Completed and attached.
- ❑ Exhibit E - Disclosure Form of Other Funding Sources. Completed and attached.
- ❑ Exhibit F - Staff Overview. Completed and attached.

- ❑ Resumes and/or job descriptions and Organization Chart attached.
- ❑ Exhibit G - Applicant's Proposed Subcontractor(s). Completed and attached.
- ❑ Exhibit H - GOYFF Standard Data Collection Form. Completed and attached.
- ❑ Exhibit I - GOYFF Financial Systems Survey. Completed, signed and attached.
- ❑ Exhibit J - Assurances for Non-Construction Programs. Signed and dated.
- ❑ Exhibit K - Goals, Objectives and Performance Measures. Completed and attached.
- ❑ Exhibit L – Implementation Plan
- ❑ Provide an audit report or financial statements as required by 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This CFR can be found online at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.
- ❑ One copy of the financial and compliance audit is attached at the end of the completed original application. If the nonprofit organization is not subject to audit requirements, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows, along with a description of the source of the documents. IRS Form 990 shall not be accepted as substitute documents.
- ❑ All 501(c)(3) organizations and other federally tax-exempt organizations that are required to file the annual reporting return, Form 990, to the Internal Revenue Service must attach a copy of their most recently filed Form 990 and related schedules, directly behind the audit report in the application materials.
- ❑ Applications should be in twelve point font or larger in the narrative sections, single-spaced, with one inch margins or wider and single sided. NOT duplexed.
- ❑ The original application set with documents requiring signatures must have **ORIGINAL** signatures.
- ❑ Do **NOT** bind your application in spiral binders or in 3-ring notebooks. Please submit your original application unstapled and use a binder clip in the upper left hand corner. Label or mark the original application as "original." Photocopies may be stapled or secured with a binder clip.
- ❑ When submitting your application, ensure your agency/organizations name and the Request for Grant Application Number ST-VS-18-010118-00 are **CLEARLY** marked on the outside of the **SEALED** envelope/package.
- ❑ All applications are date stamped by the time clock in the Governor's Office of Youth, Faith and Family, 1700 W. Washington, Suite 230, Phoenix, AZ 85007 **ON OR BEFORE 3:00 P.M., November 17, 2017**.
    - It is the responsibility of each applicant to ensure their application is delivered to the Governor's Office of Youth, Faith and Family **by the due date and time**. Allow for such contingencies as heavy traffic, weather, directions, parking, security, etc. Verify that your express delivery service provider delivers packages directly into Suite 230.
    - Applicants are cautioned not to rely on next day U.S. Postal mail services. Mail sent to the Governor's Office of Youth, Faith and Family is filtered through the Arizona Department of

Administration. The Governor's Office of Youth, Faith and Family is not responsible for packages delivered to locations other than the Governor's Office of Youth, Faith and Family, 1700 W. Washington, Suite 230, Phoenix, AZ 85007.

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The point of contact concerning this application is referenced on the Offer and Acceptance Form.

_____ Date_____

Signature by the Point of Contact for Application

Job Title _____

**GOYFF Staff Use Only**

Name: _____Date_____

Job Title _____

# EXHIBIT B
## Funds Requested Page

1. The applicant must state a firm, fixed total guaranteed not-to-exceed amount of funds requested for The Victim Services Grant Program.

   $_____Total Funds Requested

2. Are you submitting this application for your proposed program as a tribal or culturally specific program?

   ☐ YES ☐ NO

3. Identify the underserved populations that will be served by the proposed program. Check all that apply:

   ☐ Rural communities

   ☐ Tribal communities

   ☐ Underserved racial or ethnic populations

   ☐ Individuals with disabilities

   ☐ Lesbian, gay, bisexual, and transgender (LGBT) individuals

   ☐ Other: _____

4. Who is the target population for your proposed program?

   TARGET POPULATION:_____

5. How many participants will be served through this program?

   NUMBER TO BE SERVED:_____

# EXHIBIT C
# SAMPLE Line Item Budget

This exhibit is provided as an example only. While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Contracted-Professional Services, Travel (In-State/Out of State), Pass-Thru, Other Operating Expenses and Administrative/Indirect Costs. **Please round budget category totals to the nearest dollar.**

**Budget period: January 1, 2018 – December 31, 2018**

| Budget Category | Line Item | Requested Funds | ** Matching Funds/ Source | Total Cost |
|---|---|---|---|---|
| **Personnel and Fringe Benefits** | | | | |
| Personnel | Project Director, Bob Williams, 75%, 12 months | $33,000 | | $33,000 |
| | Project Director, Bob Williams, 25%, 12 months | | $11,000 (XYZ City) | $11,000 |
| Fringe Benefits | Agency Rate (18%)- Budget narrative should provide more detailed accounting of how this rate was determined for the agency. (Rounded) | $5,900 | $2,000 (XYZ City) | $5,900 $2,000 |
| **Contracted Services/Professional Services** | | | | |
| Contract services | Program Evaluation – contractual data entry services (GHJ Evaluation, Inc.) | $1,000 | | $1,000 |
| **Travel** | | | | |
| | Project staff to attend program related training (300 miles x 44.5 cents per mile x 1 staff person) (Rounded) | $130 | | $130 |
| **Pass Through** | | | | |
| Subgrants | Stipends for school personnel 1 person - .10 FTE | $1,000 | | $1,000 |
| **Supplies and Other Operating** | | | | |
| | Postage ($100/month x 12 months for monthly flier) | $1,200 | | $1,200 |
| | Telephone for Bob Williams ($151/month x 12 months) | | $1,812 (XYZ City) | $1,080 |
| **Developing/Enhancing/Strengthening Prevention and Educational Programming (fed purpose area #20)** | | | | |
| Personnel | Staff Name, Position, FTE %, months | $1,000 | | $1,000 |
| Supplies | office supplies ($100 x 12 months) | $1,200 | | $1,200 |
| **Administrative/Indirect Costs** | | | | |
| | Please see narrative. | | | |
| **Total** | | $44,430 | $14,812 | $59,242 |

***As shown, a line item budget justification for each component MUST be included in the proposal that describes the procedure for determining the cost of budget categories. Detail in the line item budget narrative strengthens proposals. See the following page for budget narrative format.**

# EXHIBIT D
# SAMPLE Budget Narrative

The purpose of the budget narrative is to provide greater detail on the budget line items and the requested amounts. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate.

**Personnel:** Include information such as position title(s), name of employee (if known), annual salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. If you need additional fiscal personnel to manage this grant, include those costs also. Provide the calculation used to determine the requested funding amount for each individual (i.e. Bob Williams $45000 Annual Salary x .90 FTE = $40,500).

All organizations are required to maintain appropriate documentation to support salaries and wages per the 2 CFR Part 200 (Personal Activity Reports, Time and Effort Reports, Certifications, etc.). All organizations will be monitored to assure compliance with this requirement.

**Fringe Benefits:** Provide a list of the fringe benefit costs and their respective percent of salary (See example below). Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined.

Example list:

| Fringe Benefit | Percent of Salary |
|---|---|
| Payroll Tax | .094 |
| Worker's Comp | .020 |
| Medical and Dental Insurance | .066 |
| Total Fringe Benefit Rate | .18 |

**Contracted Services/Professional Services**: If contracted services/professional services are proposed in the budget, define how the costs for these services were determined and provide justification for the services related to the project. Explain how all contracts will be procured. The Sub-grantee will be required to submit a copy of the executed contract before any related costs will be reimbursed.

**Travel:** Travel costs are according to the applicant's written policy, but limited to rates allowable for State of Arizona employees per the State's travel policy located at: https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20160328.pdf. Food costs related to travel are allowable at the rates listed in your policy, but limited to the State travel policy.

Include a detailed breakdown of the travel costs (i.e. lodging, mileage, per diem, etc.) Indicate the location(s) of travel, the justification for travel as it relates to the program, and how many employees will attend.

**Pass Through/Sub-grants:** In the event that this application represents a collaboration and the applicant will be utilizing other Sub-grantees to perform various components of the program, include the sub-grantee name, the work the sub-grantee will perform, the dollar limit of the sub-grant and how it was determined, and the term of the sub-grant). Also include monitoring policies that will be utilized to assure compliance. Successful applicants who are selected for award will submit copies of Community Agreements and/or Memoranda of Understandings with a resource network of community and social services agencies to Governor's Office of Youth, Faith and Family upon request.

**Supplies and Operating Expenses**: List the supplies and other operating expenses and justify the need for the items. Identify the monthly cost for re-occurring expenses (i.e. rent, utilities, general office supplies, printing, etc.) If building rent is requested, please indicate the method used to allocate the appropriate amount of rent to the program. Provide the item cost for infrequent purchases (i.e. telephone unit, registration fee, training cost, etc.). All purchases should be made according to the applicant's written procurement policy, which at a minimum must contain the federal procurement guidelines for federal grants.

**Developing/Enhancing/Strengthening Prevention and Educational Programming:** List all expenses for Federal Program Purpose Area #20 (Developing/Enhancing/Strengthening Prevention and Educational Programming) in this section. You may have expenses that also fall within another line item in the budget, however, please include all expenses related to this Purpose Area separate from the other line items as they will be tracked separately. For any allocations please indicate the method used to allocate the appropriate amount to this purpose area.

**Administrative/Indirect Costs:** Administrative costs are the general or centralized expenses necessary for the overall administration of an organization. Administrative costs do not include particular project costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in the Office of Management and Budget Circulars 2 CFR 200 at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

For the purposes of this grant, Sub-grantees may be permitted an allocation for administrative costs under one of the following:

Scenario A: Administrative Costs: If the applicant does not have a federally approved indirect cost rate, the applicant may include an allocation for administrative costs for up to 10% of the total direct funds requested.

If this option is used, please provide a short description and justification of the types of costs to be covered by the requested administrative cost allocation. Please note that each individual cost does not need to be itemized; only a justification for the level of administrative cost allocation should be provided.

Scenario B: Federally Approved Indirect Costs: If the applicant has a federally approved indirect cost rate agreement in place, the applicant may include an allocation for indirect costs. Applicants must provide a copy of their federally approved indirect cost rate agreement.

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

# EXHIBIT E
## Disclosure of Other Funding Sources

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding **for the proposed program***. Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

| Type of Funding (Federal, State, local, other) | Received From | Amount | End Date (If Applicable) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **TOTAL:** | | | |

***This table should include only those funds that will support the program detailed in this application.**

# EXHIBIT F
## Staff Overview

The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

**In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.**

| STAFF MEMBER | BACKGROUND AND EXPERTISE OF PERSONNEL |
|---|---|
| Name:<br><br>Title:<br><br>What percent of time will be spent on this project: | |
| Name:<br><br>Title:<br><br>What percent of time will be spent on this project: | |
| Name:<br><br>Title:<br><br>What percent of time will be spent on this project: | |
| Name:<br><br>Title:<br><br>What percent of time will be spent on this project: | |
| Name:<br><br>Title:<br><br>What percent of time will be spent on this project: | |
| Name:<br><br>Title:<br><br>What percent of time will be spent on this project: | |

# EXHIBIT G
## Applicant's Proposed Subcontractor(s)

**Applicant's Name: _____**

The applicant shall indicate all subcontractors that the applicant will use to perform any portion of this solicitation's scope of work.

If the applicant will not subcontract any portion of this solicitation's scope of work and will be performing this solicitation's Scope of Work entirely with its own employees, the applicant shall clearly indicate this by checking **No** in the section below.

If any subcontractors will be used, the applicant shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in the paragraph for identifying all subcontractors.

_____ No The above applicant will not subcontract any portion of performance of any resultant contract under this solicitation.

_____ Yes The above applicant will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

The applicant shall list below each subcontractor's name/location, the type of service to be provided, the certifications they possess (copies of all certifications shall be provided as an attachment to the submitted proposal) and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional pages may be used if necessary.

The applicant shall describe the quality assurance measures that the applicant will use to monitor the subcontractor's performance as part of the response.

The State reserves the right to request any additional information deemed necessary about any proposed subcontractors.

### SUBCONTRACTOR INFORMATION

| Name/Location | Type of Service | Certifications | Percent of time on Project |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

# EXHIBIT H

## Governor's Office of Youth, Faith and Family
## Standard Data Collection Form for the Grant Management Information System (GIMS)

## A. Fiscal Agent Information:

Agency Name _____ Contact Person _____

Address _____ Position _____

_____ Email _____

City, State, Zip _____ Phone _____x_____

County _____

**E**mployer **I**dentification **N**umber: _____ DUNS Number: _____

Agency Classification: _____State Agency _____County Government _____ Local Government _____Schools _____ Tribal

_____ Faith Based _____ Non-Profit _____ Other

In which Congressional (Federal) District is your agency? Enter District # _____
http://www.azredistricting.org (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # _____
http://www.azredistricting.org (click on Final Maps)

Have you previously conducted business with the State using this EIN: **Y** **N.** If **NO,** please go to the following website, download the State of Arizona Substitute W-9 Form under the ACH & Vendor Forms heading and submit with your application**,** https://gao.az.gov/publications/forms.

What was the date of your most recent SAM/CCR registration? _____ * Please attach confirmation of registration.

Preferred method for reimbursements (ACH or mailed check)? _____ACH _____ Agency Fiscal Address (listed above)

Preferred reimbursement cycle: _____ Monthly _____Quarterly

## B. Contract Signer Information:

Contract Signer_____ Position _____

Address _____ Email _____

_____ Phone _____x_____

City, State, Zip _____ County _____

## C. Financial Information:

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? $_____

What is your organization's fiscal year-end date? _____

Accounting Method: _____ Cash _____Accrual _____Modified

Is your organization subject to the requirements of an annual independent audit in accordance with OMB Circular A-133? **Y** **N**

Please provide contact information of the audit firm conducting your audit:

Agency _____

Address _____

Phone Number _____

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements:

1. Is 80% or more of annual gross revenues from Federal Awards? Yes _____ No _____
2. Do you receive $25 Million or more annually from Federal Awards? Yes _____ No _____

**If you answered YES to both questions, you MUST provide the names and total compensation of the top five (5) paid executives.**

1. Name _____ Total Compensation _____
2. Name _____ Total Compensation _____
3. Name _____ Total Compensation _____
4. Name _____ Total Compensation _____
5. Name _____ Total Compensation _____

## D. Program Agency Information:

Agency Name _____ Contact Person _____

Address _____ Position _____

_____ Email _____

City, State, Zip _____ Phone _____x_____

County _____

## E. Proposed Program Information / Description:

Amount requesting: _____

Service area of proposed program: _____

Target population of proposed program: _____

Number of participants to be served: _____

_____

**Authorized Signer** **Date**

---

(TO BE COMPLETED BY GOYFF PERSONNEL)

Contract Number: _____

Is the contract FFATA reportable? Yes _____ No _____

Is the Sub-Grantee's Audit Current? Yes _____ No _____

Funding Index: _____

Any Special terms and conditions to be included in contract: _____

_____

_____

_____ _____

**Program Administrator** **Date** **Grant Auditor** **Date**

# EXHIBIT I
# Governor's Office of Youth, Faith and Family
# Financial Systems Survey

Name of Applicant:_____

**Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.**

As stewards of federal and state funds, the Governor's Office of Youth, Faith and Family awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

## A. GENERAL INFORMATION

| | |
|---|---|
| 1. Has your organization received a Federal or State Grant within the last two years? | o YES<br>o NO |
| 2. Is your organization subject to the audit requirements of 2 C.F.R. Part 200, Sub-Part F? If so, please include a copy of your audit report, including your Management Letter, Findings and Questioned Costs. | o YES<br>o NO |
| 3. If your organization is not subject to the audit requirements of 2 C.F.R. Part 200, Sub-Part F, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please **attach** a complete copy of the most recent audited, reviewed or compiled financial statements.<br><br>If no, attach a copy of the most recently prepared financial statements including a balance sheet, income statement, statement of cash flows and a description of the source of the documents. | o YES<br>o NO |
| 4. Please **attach** a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had a Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can should be submitted | |
| 5. Has your organization received funding from the Governor's Office of Youth, Faith and Family within the past two years? If yes, specify the grant contract numbers:_____<br>_____<br>_____<br>_____ | o YES<br>o NO |
| 6. Has your organization been granted tax-exempt status by the Internal Revenue Service? | o YES<br>o NO<br>o N/A |
| 7. If you answered YES to question #6, under what section of the IRS code?<br>O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other. Specify:_____ | |
| 8. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies? | o YES<br>o NO |

## B. FUNDS MANAGEMENT

| | |
|---|---|
| 1. Which of the following describes your organization's accounting system? | o Manual<br>o Automated<br>o Combination |
| 2. How frequently do you post to the General Ledger? | o Daily<br>o Weekly<br>o Monthly<br>o Other |
| 3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source? | o YES<br>o NO |
| 4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item? | o YES<br>o NO |
| 5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time? | o YES<br>o NO |
| 6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR Part 200)? | o YES<br>o NO |
| 7. How does your organization plan to charge common/indirect costs to this grant?<br>**NOTE**: Those organizations using an indirect cost plan/rate need to **attach** a copy of the methodology and calculations in determining the rate. | o Direct Charges<br>o Utilizing an Indirect Cost Allocation Plan or Rate |

## C. INTERNAL CONTROLS

| | |
|---|---|
| 1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement? | o YES<br>o NO |
| 2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll? | o YES<br>o NO |
| 3. Are all accounting entries and payments supported by source documentation? | o YES<br>o NO |
| 4. Are cash or in-kind matching funds supported by source documentation? | o YES<br>o NO |
| 5. Are employee time sheets supported by appropriately approved/signed documents? | o YES<br>o NO |
| 6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award? | o YES<br>o NO |

## D. PROCUREMENT

| | |
|---|---|
| 1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts? | o YES<br>o NO |
| 2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors? | o YES<br>o NO |
| 3. Does the organization complete some level of cost or price analysis for every major purchase? | o YES<br>o NO |
| 4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract? | o YES<br>o NO |
| 5. Does the organization maintain written procurement policies and procedures? | o YES<br>o NO |

## E. CONTACT INFORMATION

Please indicate the following information. In the event that the Governor's Office of Youth, Faith and Family has questions about this survey, this individual will be contacted.

Prepared By:_____

Job Title:_____

Date:_____

Phone/Fax/Email:_____

## F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.

_____
Signature

## G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.
Number of Attachments (please number each attachment): _____

| COMMENTS: |
| --- |
| |

# EXHIBIT J
# ASSURANCES for NON-CONSTRUCTION PROGRAMS
OMB Approval No 4040-0007

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require Applicants to certify to additional assurances. If such is the case, you will be notified.**

As the duly authorized representative of the Applicant, I certify that the Applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting standards in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R 900, Subpart F).
6. Will comply with all Federal statues relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibit discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination of the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibit discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to the nondiscrimination in the sale, rental or financing or housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141–3144 and 3146-3148 ), the Copeland Act (40 U.S.C. § 3145 ), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708 ), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air ) Implementation Plans

under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or sub-awards under the award.

| SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| APPLICANT ORGANIZATION | DATE SUBMITTED |

# EXHIBIT K
## Goals, Objectives and Performance Measures

In the table below, state the goal(s) that will address the identified problem/need.

| | |
|---|---|
| **Goal 1** | |
| **Goal 2** | |

| GOAL # | OBJECTIVE | PERFORMANCE MEASURES | HOW THE PERFORMANCE MEASURES DEMONSTRATE PROGRESS TOWARD THE GOAL |
|---|---|---|---|
| | ***Objective 1:*** | ***Output 1:*** *#* | |
| | | ***Outcome 1:*** *% of change* | |
| | ***Objective 2:*** | ***Output 2:*** | |
| | | ***Outcome 2:*** | |

# EXHIBIT L

## Implementation Plan

The following form may be reproduced with word processing software or another form may be created that contains all the information requested. Sequentially list the key tasks and activities needed to implement the strategies/approaches including timelines and responsibilities as they relate to the achievement of the task. In the final column, list how the effectiveness of the implementation will be measured.

| Objectives | KEY TASK(s) | ACTIVITIES | PERSON RESPONSIBLE | BY WHEN | AS MEASURED BY |
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# ATTACHMENT A
# SPECIAL INSTRUCTIONS TO APPLICANTS

**Authority**
In accordance with A.R.S. §41-2701, competitive sealed grant applications to support the Victim Services Grant Program will be received by the Governor's Office of Youth, Faith and Family. Contracts will be issued for use by the Governor's Office of Youth, Faith and Family.

**Application Opening**
All grant applications must be in the actual physical possession of the Governor's Office of Youth, Faith and Family, in Suite 230, **ON OR PRIOR TO 3:00 p.m**. (Arizona local time) on **November 17, 2017** for consideration at the bid opening. Applications received by the due date and time will be opened and the name of each applicant will be publicly read. Applications will not be subject to public inspection until after contract award.

Applicants are cautioned not to rely on next day U.S. Postal mail services. Mail sent to the Governor's Office of Youth, Faith and Family is filtered through the Arizona Department of Administration.

The Governor's Office of Youth, Faith and Family is not responsible for packages delivered to locations other than Suite 230. All applications will be date stamped using the time clock in Suite 230 only.

Telefaxed, electronic or late grant applications will not be accepted.

Grant applications must be submitted in a SEALED package with the grant application number and the Applicant's name and address clearly indicated on the package.

**Duty to Examine**
It is the responsibility of each applicant to examine the entire solicitation, seek clarification in writing (inquiries), and examine its application for accuracy before submitting the application. Lack of care in preparing an application shall not be grounds for modifying or withdrawing the application after the application due date and time, nor shall it give rise to any contract claim.

Applicants will be required to submit the documents and exhibits as outlined in this RFGA. Follow the instructions and guidelines found in each of the document sections.

Responses should be typed, single-spaced with one-inch margins or wider with a twelve point font used.

Applications should be single sided, NOT duplexed.

Number all pages and include a table of contents that follows the checklist presented on pages 14-16. The table of contents shall reference page numbers. Page numbers may be labeled or handwritten, especially on forms not contained in the exhibit section (e.g. IRS 501(c)(3) tax exempt letter, solicitation amendments, etc.).

Refer to the Checklist on pages 14-16 to verify inclusion of all required documentation and format the application package to assemble application materials following the listing in the checklist.

Additional materials beyond the grant application requirements should not be added to the application package.

Applications are NOT to be bound in spiral binders or in 3-ring notebooks. Submit the original application unstapled using a binder clip. The photocopied applications may be stapled in the upper left-hand corner or use a binder clip.

The original copy of your application should be clearly marked "ORIGINAL". Submit one (1) original document marked "ORIGINAL" with seven (7) copies and one thumb/flash drive containing the entire application package. Please note, the application on the thumb/flash drive should appear in MSWord 7 or lower and/or PDF format or lower version. Submit only one (1) copy of your financial audit at the end of the original application package. Photocopies of the financial audit are not required. The RFGA Number ST-VS-18-010118-00 and the organization's name must be clearly marked on the outside of the SEALED package. Open packages will not be accepted.

**Solicitation Contact Person**
Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation shall be directed solely to the Procurement Manager. Direct questions to:

Sarah Bean
Procurement Manager
E-mail: sbean@az.gov
Fax: (602) 542-1329

Applicants shall not contact the employees of the Governor's Office of Youth, Faith and Family regarding this procurement activity while the formal solicitation process is underway.

**Submission of Inquiries**
The Procurement Manager, as the contact for inquiries, requires that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. Applicants are prohibited from contacting any State of Arizona employee other than the Procurement Manager concerning the procurement while the solicitation and evaluation are in process.

**Timeliness**
Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the solicitation due date and time for review and determination by the State of Arizona. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

**No Right to Rely on Verbal or Electronic Mail Responses**
An applicant shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

**Pre-Application Conference**
A pre-application conference will not be held for this solicitation.

**Persons with Disabilities**
Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Manager. Requests shall be made as early as possible to allow time to arrange the accommodation.

**Application Preparation**

Forms: No Facsimile, Telegraphic or Electronic Mail Applications

The application is presented in both MS Word and PDF format. Applicants are responsible for clearly identifying any and all changes or modifications to any solicitation documents upon posting to the Governor's Office of Youth, Faith and Family website at **http://goyff.az.gov/goyff/grants**. Any unidentified alteration or modification to any solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. A facsimile, telegraphic, mailgram or electronic mail application shall be rejected if submitted in response to a RFGA.

**Offer and Acceptance and Evidence of Intent to be Bound**

The Offer and Acceptance form within the solicitation shall be submitted with the application and shall include a signature by a person authorized to sign the application. The signature shall signify the applicant's intent to be bound by the application and the terms of the solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the application. Failure to return an Offer and Acceptance form may result in rejection of the Application.

**Exceptions to Terms and Conditions**

All exceptions included with the application shall be submitted in a clearly identified separate section of the application in which the applicant clearly identifies the specific paragraphs of the solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically accepted by the Procurement Manager in a written statement. The applicant's preprinted or standard terms will not be considered by the State as a part of any resulting contract, if any.

All exceptions that are contained in the application may negatively impact an applicant's susceptibility for award. An application that takes exception to any material requirement of the solicitation may be rejected.

**Subcontracts**

The applicant shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application.

**Costs of Application Preparation**

The State of Arizona will not reimburse any applicant the cost of responding to a solicitation.

**Submission of Application**

Sealed Package. Each application shall be submitted to the submittal location identified in this solicitation. Applications shall be submitted in a sealed package. The package should be clearly identified with the name of the Applicant and solicitation number. The State may open packages to identify contents if the envelope or container is not clearly identified.

**Application Submission, Due Date and Time**

Applications shall be received before the due date and time stated in the solicitation. Applications submitted after the due date and time shall be rejected.

**Solicitation Amendments**

The Solicitation may be amended at any time before the application due date in the sole discretion of the Governor's Office of Youth, Faith and Family. The Solicitation shall only be modified by a solicitation amendment.

Each solicitation amendment shall be signed with an original signature by the person signing the application, and shall be submitted no later than the application due date and time in a sealed package. Failure to return a signed solicitation amendment may result in rejection of the

application. It is the sole responsibility of applicants to check the Governor's Office of Youth, Faith and Family website for any changes to this RFGA **http://goyff.az.gov/goyff/grants**.

**Application Amendment**
An application may not be amended after the Application due date and time except as otherwise provided under applicable law.

**Confidential Information**
If an applicant believes that any portion of an application, protest, or correspondence contains a trade secret or other proprietary information, the applicant shall clearly designate the trade secret and other proprietary information, using the term "confidential." An applicant shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Manager shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Manager shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State of Arizona interest. In the event the Procurement Manager denies the request for confidentiality, the applicant may appeal the determination to the Director of the Arizona Department of Administration within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.

**Public Record**
All applications submitted and opened are public records and must be retained by the State of Arizona for six years. Applications shall be open to public inspection after contract award, except for any portion of such applications that is deemed to be confidential by the State.

**Non-collusion, Employment, and Services**
By signing the Offer and Acceptance Form or other official contract form, the applicant certifies that:

- The applicant did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its application, and
- The applicant does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, age, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.

**Late Applications**
An application submitted after the exact application due date and time shall be disqualified and rejected.

**Disqualifications**
An applicant (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its application rejected.

**Application Acceptance Period**
An applicant submitting an application under this solicitation shall hold its offer open for the number of days from the application due date that is stated in the solicitation. If the Solicitation does not specifically state a number of days for application acceptance, the number of days shall be one hundred twenty (120). If a best and final offer is requested pursuant to the RFGA, an applicant shall hold its offer open for 120 days from the best and final offer due date.

**Waiver and Rejection Rights**
Notwithstanding any other provision of the solicitation, the State of Arizona reserves the right to:

A. Waive any minor informality;
B. Reject any and all applications or portions thereof;
C. Amend the solicitation; or
D. Cancel the solicitation.

**Award**
The State of Arizona reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State in its sole discretion.

In the event that the available source of grant funds for distribution should incrementally decrease or increase, the Governor's Office of Youth, Faith and Family reserves the option to adjust the budgets of the applicants individually or collectively, based upon score rankings and in its sole discretion. In the event that the volume of applications received exceeds the available amount of funding, the Governor's Office of Youth, Faith and Family reserves the option to adjust the budgets of the applicants individually or collectively, based upon score rankings. Based upon evaluation results, the Governor's Office of Youth, Faith and Family reserves the right to award contracts for less than the proposed amount based upon past programmatic or financial performance with previous grants, unallowable costs, applications that have exceeded the requested funding range limits in the solicitation, or for other reasons in its sole discretion. In these circumstances, revised budget documents will be required.

**Contract Inception**
An application does not constitute a contract nor does it confer any rights on the applicant to the award of a contract. A contract is not created until the application is accepted in writing by the Procurement Manager's signature on the Offer and Acceptance Form. The intent to award shall not constitute acceptance of the application.

**Effective Date**
The effective date of a contract, if any, shall be the date that the Procurement Manager signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the contract.

**Application Records**
Keep a copy of this solicitation and the submitted grant application. If awarded, the applicant shall be bound to the services listed by the grant application and based upon the solicitation, including all terms, conditions, specifications, amendments, clarification responses, etc.

**Solicitation Results**
All applicants will be notified in writing, whether or not selected for award, prior to the anticipated contract start date. Pursuant to A.R.S. §41-2702 (E), all applications shall not be open for public inspection until after grants are awarded. A.R.S. §41-2702 (G) also states the evaluator assessments shall be made available for public inspection no later than thirty (30) days after a formal award is made.

**Mandatory Subgrantee Orientation**
Each Successful applicant who is selected for award will be required to attend a mandatory Sub-grantee Orientation. The time and location for this meeting will be provided by the Governor's Office of Youth, Faith and Family Program Administrator after awards are made. A fiscal representative AND a program representative will be required to attend.

# EVALUATION CRITERIA

Applications will be reviewed initially for compliance with technical requirements. A review committee will evaluate applications and select those applications deemed susceptible for an award, in accordance with A.R.S. §41-2702(G), based upon complete detailed narratives and exhibits on the following criteria.

**Evaluation Criteria**

| | |
|---|---|
| Needs Assessment | 100 points |
| Goals and Performance Measures | 200 points |
| Strategies and Approaches | 200 points |
| Implementation Plan | 200 points |
| Evaluation | 100 points |
| Organizational Capacity | 100 points |
| Resources and Budget | 100 points |

# ATTACHMENT B
# Federal Flow Down Terms and Conditions for Successful Applicants Who Are Selected for Award

## I. Term of Contract

The term of the Contract, if awarded, shall commence January 1, 2018 and shall remain in effect until December 31, 2018, contingent upon final federal award, unless terminated, canceled or extended as otherwise provided herein. This is a twelve-month Contract with additional renewable options to further align any awarded Contract with the federal funding period. The grant cycle is expected to end December 31, 2021. Renewals are conditional upon the availability of federal appropriations and in the sole discretion of the Governor's Office of Youth, Faith and Family. Renewals are also conditional upon compliance with terms and conditions, programmatic and financial performance, results of program and fiscal monitoring and a program sustainability plan, and through the submission of a renewal application.

## II. Contract Renewal

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

## III. Amendments

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

## IV. Fund Management

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

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

E. Financial Management
F. Procurement
G. Personnel
D. Property
E. Travel

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

## V. DUNS/CCR

Each successful recipient who is awarded must provide the following prior to a Contract being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the System for Award Management ("SAM") at https://www.sam.gov/portal/SAM/#1. SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration ("CCR"), Fed Reg, ORCA and

EPLS. SAM registration must be maintained for the term of the Contract. The DUNS website is located at http://fedgov.dnb.com/webform.

## VI. FFATA Reporting Requirements

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

## VII. Organizational Audit Requirements

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

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

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

## VIII. IRS Form 990

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

## IX. Documents Incorporated By Reference

The State of Arizona's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this contract as if fully set forth herein. Copies of this document may be accessed at https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf. Attachment A, Special Instructions to Applicants, is incorporated into this Contract in its entirety. Attachment B, Federal Flow Down Terms and Conditions, is incorporated into this Contract in its entirety. Attachment C, Indemnification and Insurance Provisions, is incorporated into this Contract in its entirety. Attachment D, Sample Certificate of Insurance, is incorporated into this Contract in its entirety. The applicant warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and Attachments A, B, C, and D, and agrees to be bound by them in their entirety. In the event of any divergence between this RFGA solicitation and the Uniform Terms and Conditions and Attachment B, this RFGA solicitation shall control.

## X. Reporting Requirements on Cost Reimbursement Contracts

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

a. **Financial**

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

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

**b. Programmatic**

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

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

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

## XI. Key Personnel

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

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

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

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F. R. Part 200, as adopted and supplemented by the Department of Justice ("DOJ") in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the Office on Violence Against Women website to include any amendments made throughout the course of the grant period.

## XIII. Compliance

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women Financial Grants Management Guide.

## XIV. Equal Opportunity Plan

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

## XV. Funding Restrictions

The Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Grantor, in order to avoid violation of 18 U.S.C. § 1913. The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 U.S.C. 13925(b)(3)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

## XVI. False Claims

The Grantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, sub grantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub grantees. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, D.C. 20530

e-mail: oig.hotline@usdoj.gov
Hotline: (contact information in English and Spanish): (800) 869-4499
Or hotline fax: (202) 616-9881
Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

## XVII. ACORN Restriction

The Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to wither the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the Grantor.

**XVIII. Additional Requirements**

The Grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the Grantee is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

**XIX. Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages grantees and sub grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**XX. Expenses Related to Conferences, Meetings, Training and Other Events**

The Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, 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, trainings, and other events), including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at http://www.ovw.usdoj.gov/grantees.html.

**XXI. Training and Training Materials**

The Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at http://www.ovw.usdoj.gov/grantees.html.

**XXII. Religious Discrimination and Students**

The Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

**XXIII. Pornography Restriction**

The Grantee understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**XXIV. Statutory and Regulatory Requirements**

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

**XXV. Consultant Rate**

The Grantee agrees to use the federally approved consultant rate of not more than $650 per day or $81.25 per hour, for a full eight hour day. Any consultant/speaker charge in excess of this rate will require prior approval from the Office on Violence Against Women. Specific detailed

justification must be requested through the Governor's Office for Children, Youth and Families and approved before obligation or expenditure of such funds.

**XXVI. Faith Based Organizations**

The Grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

**XXVII. Victim Safety and Recovery**

The Grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

**XXVIII. Copyright**

Pursuant to 2 C.F.R. § 200.315(b), the Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes and to authorize others to do so.

In addition, the recipient (or sub recipient, contractor or subcontractor of this award at any tier) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each sub recipient, contractor or subcontractor as applicable) to ensure that this condition is included in any sub award, contract or subcontract under this award.

**XXIX. Certification Requirements**

The recipient understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on recipient's funds for noncompliance with any of the requirements of 42 U.S.C. § 3796gg-4 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C.

§ 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

**XXX. Nonexclusivity**

Nothing in this subchapter shall be construed to prohibit male victims of domestic violence, dating violence, sexual assault, and stalking from receiving benefits and services under this subchapter.

**XXXI. Prohibition on Tort Litigation**

Funds appropriated for the grant program under this subchapter may not be used to fund civil representation in a lawsuit based on a tort claim. This paragraph should not be construed as a prohibition on providing assistance to obtain restitution in a protection order or criminal case.

**XXXII. Delivery of Legal Assistance**

Any grantee or subgrantee providing legal assistance with funds awarded under this title shall comply with the eligibility requirements in section (d) of the Violence Against Women Act of 2013 (34 U.S.C. § 20121(d) ).

**XXXIII. STOP Grant Match Requirements**

Pursuant to federal statute, as amended in VAWA 2005 and 2013, a grant made under the STOP Formula Grant Program may not cover more than 75% of the total costs of the project funded. No matching funds are required by tribes or victim service providers. However, if a tribe or victim service provider chose to provide match in their application, applicants will be held accountable for that match.

To augment the amount of resources available to the project from grant funds and to foster the dedication of state, local, and community resources to the purposes of the project. The costs of activities counted, as match must be directly related to the project goals and objectives. For example, if half of an advocate's time is supported with grant funds, that advocate must track all of his or her time to demonstrate that

50% of it was devoted to the grant funded project. In-kind match must be documented in the same manner as grant funded activities.

A 25% non-federal match is required on the total program amount, and the source must be documented. This match may be cash or in-kind services. Grantee projects, except tribal and victim service providers, are subject to the 25% match requirement.

In-kind services must be documented. Examples may include donations of expendable equipment, office supplies, workshop or classroom materials, work space or the monetary value of time contributed by professional and technical personnel and other skilled labor if the services they provide are an integral and necessary part of the funded project. The value placed on loaned or donated equipment may not exceed its fair rental value. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Fringe benefits may be included in the valuation. Volunteer services must be documented and to the extent feasible, supported by the same methods used by the recipient organization for its own employees. The value of donated space may not exceed the fair rental value of comparable space as established by independent appraisal of comparable space and facilities in a privately owned building in the same locality.

All funds designated as match are restricted to the same uses as the STOP Violence Against Women project funds and must be expended within the grant period. Applicants are contractually obligated to fulfill the agreed upon amount of match that is offered.

The 25% matching funds are calculated on the total project costs. A simple formula for calculating the required 25% is as follows:

Divide the federal funds you are requesting by 3. This provides the required match. Add the federal funds requested plus your match to equal the total project cost.

**Example 1:** $30,000 federal funds requested
$30,000 ÷ 3 = $10,000 (required match)
$30,000 + $10,000 = $40,000 (total project cost)
$40,000 x 25% = $10,000

**Example 2:** $100,000 grant with a 25% match.
100% - 25% = 75%
$100,000/75% = $133,333 total project cost
$133,333-$100,000 = $33,333 matching fund amount

**XXXIV. Program Income**

Grantees are prohibited from generating program income for projects supported by this STOP Grant.

**XXXV. Supplanting**

Grant funds must supplement and not supplant state, federal or local funds. Grantees shall identify the current sources of funding including federal and non-federal monies by completing a Disclosure Form (Exhibit D).

**XXXVI. Licensing**

Therapy and/or counseling services (individual and/or group) shall be provided by a licensed and/or dating violence behavioral health service agency and licensed Masters level behavioral health staff members who are experienced working with victims/survivors of sexual assault, domestic violence.

**XXXVII. Tribal Governments**

Tribal governments are eligible to apply as Grantees; however, Reservations that cross state lines may apply for only the proportionate share of their population residing within the boundaries of this state. Services and partnerships shall occur in Arizona with respect to Arizona organizations and entities.

**XXXVIII. Travel for Conferences**

Reimbursement for attendance at any Office on Violence Against Women sponsored conferences shall generally be limited to your organization's written travel policies, but cannot exceed the federal rate for the geographic location of the conference. Any exception to this policy must be justified as cost effective and will require prior approval of the Governor's Office for Children, Youth and Families. Conference costs that exceed the federal and/or state rate and are incurred without prior justification and approval shall not be allowed.

**XXXIX. Equal Employment Opportunity**

The Grantee shall comply with the United States Department of Justice regulations governing Equal Employment Opportunity. Upon award of the grant, those Grantees with 50 employees or more are required to file their Equal Employment Opportunity Plan (EEOP) or EEOP Short Form, with the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights within 60 days of award.

**XL. Research Programs with Human Subject Testing**

The Grantee shall comply with the United States Department of Justice regulations governing research programs containing human subject testing with STOP Violence Against Women Grant funds.

**XLI. Reports and Publications**

The Grantee shall submit one (1) copy of all reports and proposed publications resulting from this agreement twenty (20) days before public release. Any publications (written, visual, or sound) whether published at the Grantee or government's expense shall contain the following statements:

This project was supported by Grant No. ST-VS-010118-00 awarded by the Governor's Office of Youth, Faith and Family for the Victim Services Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice, Office on Violence Against Women.

**XLII. Grantee Assurances**

The Grantee agrees to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including administrative requirements with the use of this funding. The Governor's Office for Children, Youth and Families will provide the financial, programmatic and administrative guidelines and statutory program purposes for the STOP Violence Against Women Formula Grant Program funding, including guidelines for requirements of the Violence Against Women Act (VAWA), as amended. The Grantee agrees to comply with all lawful requirements imposed by the Grantor in the administration of these grant funds. General information on program guidance may be found at http://www.justice.gov/ovw/grantees#s2. Program guidance is also provided in the "OVW STOP Frequently Asked Questions" located at http://www.ovw.usdoj.gov/docs/consolidated-stop-faqs-bla.pdf and the 2014 Financial Guide http://ojp.gov/financialguide/index.htm provided by the Office of Justice Programs.

**XLIII. Fingerprinting**

The provisions of A.R.S. § 46-141 are hereby incorporated as provisions of this contract as they pertain to any new personnel not already covered by this requirement. When applicable, the Grantee shall assume the costs of fingerprint checks and may charge these costs to fingerprint its personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

Personnel who are employed by any Grantee, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse. This contract may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by a Grantee, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual abuses of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction.

**XLIV. Compliance with 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)**

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

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

**XLV. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including Reporting Requirements and Authority to Terminate Award)**

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the Office on Violence Against Women web site at https://www.justice.gov/ovw/grantees. Award condition: Prohibited conduct by recipients and sub-recipients related to trafficking in persons (including reporting requirements and authority to terminate award), and are incorporated into this document in their entirety as if fully set forth herein.

**XLVI. Prohibited Activities**

None of the following activities will be conducted under the Office on Violence Against Women federal action:

1. New construction.
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals. Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations (adopted by the Office on Violence Against Women at 28 C.F.R. § 0.122(b)).

**XLVII. General Terms and Conditions**

The successful applicant who is granted an award agrees to follow the applicable set of general terms and conditions which are available at http://www.justice.gov/ovw/grantees. These do not supersede any specific conditions in this award document.

**XLVIII. Arizona Law**

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

**XLIX. Severability**

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

**L. No Waiver**

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

**LI. Records**

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

**LII. Non-Discrimination**

The Grantee shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

**LIII. Audit**

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

**LIV. Advertising, Publishing and Promotion of Contract**

The Grantee shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Grantor.

**LV. Federal Immigration and Nationality Act**

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

**LVI. E-Verify**

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

**LVII. Off-Shore Performance of Work Prohibited**

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

**LVIII. Availability of Funds**

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

**LIX. Amendments**

The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of

payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized in writing by the Grantor or made unilaterally by the Grantee are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Contract based on those changes.

**LX. Sub-grantees**

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

**LXI. Assignment and Delegation**

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

**LXII. Compliance with Applicable Laws**

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

**LXIII. Right to Assurance**

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

**LXIV. Stop Work Order**

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

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

**LXV. Non-Exclusive Remedies**

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

**LXVI. Nonconforming Tender**

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

**LXVII. Right of Offset**

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

**LXVIII. Cancellation for Conflict of Interest**

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

**LXIX. Suspension or Disbarment Status**

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

**LXX. Termination for Convenience**

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

**LXXI. Termination for Default**

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

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

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

**LXXII. Arbitration**

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

**LXXIII. Other**

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

# ATTACHMENT C
# INDEMNIFICATION AND INSURANCE PROVISIONS

## I. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, the Governor's Office, and the Governor's Office of Youth, Faith and Family and all of their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, the Governor's Office, and the Governor's Office of Youth, Faith and Family, and all of their officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

## II. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

### A. Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

i. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

| | |
|---|---|
| General Aggregate | $2,000,000 |
| Products – Completed Operations Aggregate | $1,000,000 |
| Personal and Advertising Injury | $1,000,000 |
| Damage to Rented Premises | $50,000 |

| | |
|---|---|
| Each Occurrence | $1,000,000 |

a. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.
b. Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.”
c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

ii. Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

| | |
|---|---|
| Combined Single Limit (CSL) | $1,000,000 |

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

iii. Workers’ Compensation and Employers' Liability

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | $1,000,000 |
| Disease – Each Employee | $1,000,000 |
| Disease – Policy Limit | $1,000,000 |

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor

executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

iv. Professional Liability (Errors and Omissions Liability)

| | |
|---|---|
| Each Claim | $2,000,000 |
| Annual Aggregate | $2,000,000 |

a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than $500,000.
b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
c. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

## III. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

A. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Governor's Office of Youth, Faith and Family, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

B. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

## IV. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the State of Arizona, Governor's Accounting Office, 1700 W. Washington Street, 5th Floor, Phoenix, AZ 85007.

## V. Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

## VI. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

A. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
B. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
C. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.
D. All certificates required by this Contract shall be sent directly to the Governor's Accounting Office, 1700 W. Washington, Suite 500, Phoenix, Arizona 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

## VII. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Governor's Office of Youth, Faith and Family reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

## VIII. Approval and Modifications

The Governor's Office of Youth, Faith and Family, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

## IX. Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

# ATTACHMENT D
## Sample Certificate of Insurance

Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

| Name and Address of Insurance Agency: | Company Letter: | Companies Affording Coverage: |
|---|---|---|
| | A | |
| | B | |
| Name and Address of Insured: | C | |
| | D | |

| LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE | | COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | DATE POLICY EXPIRES |
|---|---|---|---|---|---|
| Bodily Injury<br>Per Person<br>Each Occurrence<br>Property Damage<br>OR | | | Comprehensive General Liability Form<br>Premises Operations<br>Contractual<br>Independent Contractors<br>Products/Completed Operations Hazard | | |
| Bodily Injury<br>and<br>Property Damage<br>Combined | | | Personal Injury<br>Broad Form Property Damage<br>Explosion & Collapse (If Applicable)<br>Underground Hazard (If Applicable) | | |
| Same as Above | | | Comprehensive Auto Liability Including Non-Owned (If Applicable) | | |
| Necessary if underlying is not above minimum | | | Umbrella Liability | | |
| Statutory Limits | | | Workmen's Compensation and Employer's Liability | | |
| | | | Other | | |

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

Name and Address of Certificate Holder:

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Date Issued: _____

_____

Authorized Representative

# END OF SOLICITATION