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2015/2016
AGREEMENT BETWEEN THE STATE OF FLORIDA-5 PM 4:06
OFFICE OF THE ATTORNEY GENERAL

AND

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ADVOCACY & GRANTS MGMT.

Florida Coalition Against Domestic Violence, Disabilities Project

GRANT NO. V028-15308

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as the OAG, an agency of the State of Florida with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Florida Coalition Against Domestic Violence, Disabilities Project, 425 Office Plaza Drive, Tallahassee, Florida 32301-2756, hereafter referred to as the Provider. The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG hereby agrees to engage the Provider and the Provider hereby agrees to perform services as set forth herein. The Provider understands and agrees all services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

The Provider agrees to supply the OAG with written notification of any change in the appointed representative for this Agreement. This Agreement shall be performed in accordance with the Victims of Crime Act (VOCA), Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621 and the U.S. Department of Justice, Office of Justice Programs, Financial Guide, incorporated herein by reference.

ARTICLE 2. SCOPE OF WORK

For the 2015/2016 Grant Period, the Provider will maintain a victim services program that will be available to provide services to victims of crime that are identified by the Provider and/or are presented to the Provider, as outlined in the 2015/2016 Grant Application of the Provider as approved by the OAG, incorporated herein by reference, unless otherwise approved by the OAG in writing.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement shall become effective on October 1, 2015, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through

September 30, 2016. No costs incurred by the Provider prior to the effective date of said Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for services completed in accordance with the terms and conditions of the Agreement. The total sum of monies reimbursed to the Provider for the costs incurred under this Agreement shall not exceed \$82,807. The Provider agrees not to commingle grant funds with other personal or business accounts. The U.S. Department of Justice, Office of Justice Programs, Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. However, the accounting systems of Providers must ensure OAG funds are not commingled with funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another. Where a Provider's accounting system cannot comply with this requirement, the Provider shall establish a system to provide adequate fund accountability for each project.

In accordance with the provisions of Section 287.0582, F.S. (2014), if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation by the Florida Legislature. This Agreement is contingent upon the OAG's Victims of Crime Act award funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider shall be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider shall so register within twenty-one (21) days from execution. The online registration can be completed at <http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>.

The Provider agrees to comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by Office of Management and Budget and Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider also agrees to applicable restrictions on subcontractor that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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ARTICLE 6. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any modification to the budget must be requested in writing to the OAG and will require prior approval by the OAG. Modification approval is at the discretion of the OAG. The Provider acknowledges and agrees any funds reimbursed under this Agreement must be used in accordance with the Victims of Crime Act, Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621, and the U.S. Department of Justice, Office of Justice Programs, Financial Guide incorporated herein by reference. Expenditures for the acquisition and maintenance of telephones and equipment shall be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement and Attachment A.

The Provider and the OAG agree VOCA funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, Victim Compensation, Medicare or Medicaid may not be billed for services provided by VOCA funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third party reimbursements. The OAG and the Provider further agree that travel expenses reimbursed with grant funds will be in accordance with all Section 112.061, F.S. (2014) requirements.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of the Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of the Agreement must be refunded to the OAG.

The Provider shall reimburse the OAG for all unauthorized expenditures and the Provider shall not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of the Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of the government agency. If the Provider is a non-profit organization, the Provider agrees to obtain a minimum of three (3) written quotes for all single item grant-related purchases equal to or in excess of two thousand five hundred dollars (\$2,500) unless it is documented that the vendor is a sole source supplier. Unless there is an independent reason to do otherwise the Provider will utilize the lowest quote for the purchase.

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The Provider understands and agrees that it cannot use any federal funds (including VOCA), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

Providers must report suspected fraud, waste and abuse to the OAG, the Office of Inspector General at 850-414-3300.

ARTICLE 7. PROGRAM INCOME

Providers must provide services to crime victims, at no charge, through the VOCA funded project. Upon request, the Provider agrees to provide the OAG with financial records and internal documentation regarding the collection and assessment of program income including but not limited to victim compensation, insurance, restitution and direct client fees.

ARTICLE 8. METHOD OF PAYMENT

Payments under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made monthly based on the Provider's submission and OAG approval of a monthly invoice, monthly performance report, quarterly and annual performance reports and all required supporting documentation.

In accordance with Section 215.971 F.S. (2014), financial consequences are described in this Article of the Agreement. The Provider will be held responsible for maintaining a victim services program that will be available to provide services to victims of crime that are identified by the Provider and/or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the 2015/2016 VOCA Grant Application and approved by the OAG, incorporated herein by reference as Attachment "A," unless otherwise approved by the OAG in writing. At a minimum, the Provider will provide services to no less than 80 percent of the total number of projected victims. If the Provider does not maintain a victim services program that will be available to provide services to victims of crime and provide the required percentage of the anticipated total number of deliverables as outlined in Attachment "A," without an approved justification, the OAG may recoup the funding paid for services, may impose a corrective action plan, and/or may recover actual and incidental damages.

Payment for services shall be issued in accordance with the provisions of Section 215.422, F.S. (2014).

Monthly performance reports must be completed and received with the monthly invoice to document the provision of the project deliverables. Reimbursement of a monthly invoice is contingent upon OAG receipt of the corresponding monthly performance report, and approval of the level of service provided during the report period.

The monthly invoice, the monthly performance report and all required supporting documentation must be submitted to the OAG by the last day of the month immediately

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following the month for which reimbursement is requested. The Provider shall maintain documentation of all costs represented on the invoice. The OAG may require documentation of expenditures prior to approval of the invoice, and may withhold reimbursement if services are not satisfactorily completed or the documentation is not satisfactory. The final invoice is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If the complete and correct invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests, and the OAG may terminate the Agreement.

Any reimbursement due or any approval necessary under the terms of this Agreement may be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by a state agency for financial or programmatic issues. If it comes to the attention of the OAG that the Provider is being investigated, requests for reimbursement may not be processed until the matter is resolved and approved by the OAG.

The Provider agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the VOCA Federal Guidelines. Match contributions of 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant plus match) must be reported monthly to the OAG. All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Unless otherwise approved by the OAG, match must be reported on a monthly basis consistent with the amount of funding requested for reimbursement.

ARTICLE 9. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), F.S. (2014), the Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 10. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, agrees to provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal(s) and extension(s) thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

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ARTICLE 11. INDEPENDENT CONTRACTOR

The Provider agrees that it is an independent contractor and not an officer, employee, agent, servant, joint venture or partner of the State of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to State of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

ARTICLE 12. DOCUMENTATION AND RECORD RETENTION

The Provider shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider shall maintain a file for inspection by the OAG or its designee, Chief Financial Officer, or Auditor General that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of the person(s) who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. Documentation, including audit working papers, shall be maintained at the office of the Provider for a period of five years from the termination date of the Agreement, or until the audit has been completed and any findings have been resolved, whichever is later.

The Provider shall give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant. If the Provider fails to provide access to such materials, the OAG may terminate this Agreement. Section 119.071, and Section 960.15 F.S. (2014), provides that certain records received by the OAG are exempt from public record requests, and any otherwise confidential record or report shall retain that status and will not be subject to public disclosure. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original grant application and

or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement shall result in the suspension of further reimbursements to the Provider until requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

The Provider shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, unless the records are exempt under one of the provisions mentioned in the paragraph above, or are exempt from Section 119.071 F.S. (2014) or Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by the Provider to allow the aforementioned public access constitutes grounds for unilateral cancellation by the OAG at any time, with no recourse available to the Provider. The Provider shall also maintain all public records consistent with the State of Florida's record retention schedule.

ARTICLE 13. PROPERTY

The Provider agrees to be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a recipient, all property acquired by grant funds shall be subject to the provisions of the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller Financial Guide.

ARTICLE 14. AUDITS

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a State or local government group or non-profit organization as defined in the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule

1. In the event the Provider expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule . Article 4 to this Agreement indicates the amount of Federal funds disbursed through the OAG by this Agreement. In determining the Federal awards expended in its fiscal year, the Provider shall take into account all sources of Federal awards, including Federal resources received from the OAG. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule An audit of the Provider conducted by the Auditor General in accordance with the OMB Uniform Administrative

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Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.
3. If the Provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, is not required. In the event the Provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, the cost of the audit must be reimbursed from non-Federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than Federal entities).

ARTICLE 15. AUDIT REPORT SUBMISSION

Audits must be submitted no later than 180 days following termination or expiration of the Agreement, but may be submitted at a later date upon written approval of the OAG.

1. Copies of audit reports for audits conducted in accordance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, and required by this Agreement shall be submitted, when required by Section 200.512, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, by or on behalf of the Provider directly to each of the following:
 - A. Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050
 - B. The Federal Audit Clearinghouse designated in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (the number of copies required by Sections 200.36, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street

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- C. Other Federal agencies and pass-through entities in accordance with Sections 200.512, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.
2. In the event that a copy of the financial reporting package for an audit required by Article 15 of this Agreement and conducted in accordance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, is not required to be submitted to the OAG for the reasons pursuant to Section 200.36 the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, the Provider shall submit the required written notification pursuant to Section 200.36 and a copy of the Provider's audited schedule of expenditures of Federal awards directly to the OAG.
 3. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement shall be submitted timely in accordance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, as applicable.
 4. Providers should indicate the date the financial reporting package was delivered to the Provider in correspondence accompanying the financial reporting package.

ARTICLE 16. MONITORING

In addition to reviews of audits conducted in accordance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, monitoring procedures may include, but not be limited to, on-site visits by OAG staff or its designee, limited scope audits as defined by the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, and/or other procedures. By entering into this Agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the OAG. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100% payment from all funding sources for any position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, the Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state law, or the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of the Agreement while the extent of the overpayment is determined. Absent fraud, in

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the event that there has been an overpayment to a Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, both parties agree that the Provider shall reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 17. RETURN OF FUNDS

The Provider shall return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider shall immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider shall forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of Providers receipt of funds.

ARTICLE 18. PUBLIC ENTITY CRIME

Pursuant to Section 287.133, F.S. (2014), the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. (2014), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

ARTICLE 19. GRATUITIES

The Provider agrees that it will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive the Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 20. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed by the Provider or as a result of work or services performed under this Agreement, or in any way connected

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herewith, the discovery or invention shall be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall identify all such materials to the Agency. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider shall indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider shall indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the State of Florida.

ARTICLE 21. INDEMNIFICATION

To the extent permissible under Florida law, the Provider shall be liable for and indemnify, defend, and hold the OAG and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability shall not excuse the Provider's duty to defend and to indemnify the OAG within seven (7) days after notice by the OAG. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim shall not release the Provider from these duties. The Provider shall not be liable for any sole negligent acts of the OAG.

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims

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serviced by the Provider, have any rights under this Agreement, No third party may rely upon this Agreement or the rights and representations created by it for any purpose.

In the event any claim is made against the State of Florida, the Department of Legal Affairs or the OAG, which claim arises from any component of this Agreement or the services of the Provider, the Provider agrees that to the extent permitted by the laws of the State of Florida it will defend and hold harmless the State of Florida, the Department of Legal Affairs and the OAG.

ARTICLE 22. TERMINATION OF AGREEMENT

This Agreement may be terminated by the OAG for any reason upon five (5) days written notice via certified mail.

In the event this Agreement is terminated, the Provider shall deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement shall be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider shall not be relieved of liability to the OAG for damages sustained by the OAG by virtue of any termination or breach of this Agreement by the Provider. In the event this Agreement is terminated, the Provider shall be reimbursed for satisfactorily performed and documented services provided through the effective date of termination.

ARTICLE 23. AMENDMENTS

Except as provided under Article 6, Authorized Expenditures, modification of any provision of this Agreement must be mutually agreed upon by all parties, and requires a written and fully executed amendment to this Agreement.

ARTICLE 24. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §7 94), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Section 760, F.S. (2014), the Provider agrees not to discriminate against any client or employee in the performance of this Agreement or against

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any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The Provider further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with any of its programs and activities are not discriminating against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <http://ojp.gov/about/offices/ocr.htm>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights and the Florida OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self-reporting by December 31, 2015. The training modules are available at <http://ojp.gov/about/ocr/assistance.htm>.

Pursuant to Section 287.134, F.S. (2014), an entity or affiliate on the Florida Department of Management Services' discriminatory vendor list may not transact business with any public entity.

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2014), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for

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employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs).

ARTICLE 25. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider shall not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. For example, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 26. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program shall state: "This project was supported by Award No. _____ awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinting.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, call the Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY). Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The <organization name> is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be provided by the OAG.

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ARTICLE 27. EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Provider shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

ARTICLE 28. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. The OAG's contract administrator is Christina F. Harris. All notices must be given to the parties' contract administrator.

ARTICLE 29. TEXT MESSAGING

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the U.S. Department of Justice encourages subrecipients (Providers), 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.

ARTICLE 30. SECTION 539 OF THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013, COMPUTER NETWORK REQUIREMENT

Section 539 of the Consolidated and Further Continuing Appropriations Act, 2013 (which includes the Department of Justice Appropriations Act, 2013) provides –

- (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- (b) Nothing in subsection (a) shall limit 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.

Any Provider that falls within the types of entities described in Section 539(b) is exempt from this requirement. Any Provider that did not fall under the exemption must comply with the requirement. Attachment "B" Section 539 Certification Form (Victims of Crime Act (VOCA) Special Conditions Certification Form) is hereby incorporated by reference.

ARTICLE 31. ASSURANCES

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Attachment "C" Assurances is hereby incorporated by reference.

ARTICLE 32. CERTIFICATION FORM

Attachment "D" Certification Form is hereby incorporated by reference.

ARTICLE 33. CONTROLLING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement shall be instituted in the appropriate court in Leon County, Florida.

ARTICLE 34. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument and the grant application as approved by the OAG embody the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or Agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the Provider that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one time funding only. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.


Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

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IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and the Florida Coalition Against Domestic Violence, Disabilities Project, have executed this Agreement.



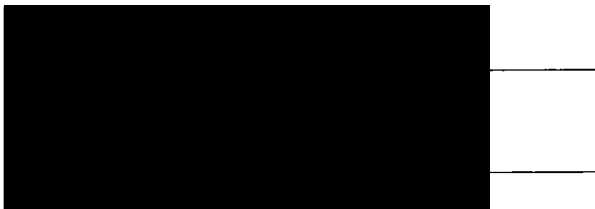
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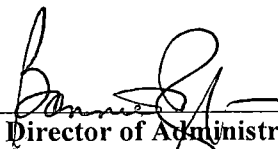
Tiffany Carr

Print Name

9/30/15

Date





Director of Administration

Bonnie Rogers

Print Name

9/29/15

Date

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Agency Name: Florida Coalition Against Domestic Violence, Disabilities

PART 9. VICTIMS SERVED AND TYPES OF SERVICES

Indicate the number of victims provided services by VOCA-funded and matching staff during the grant period. The figures indicated are projections based on historical data and/or the anticipated need of the population served through the VOCA project. It is anticipated that the categories indicated for victim populations and/or services provided may be expanded or narrowed depending on the needs of the victims identified during the grant period. **At a minimum, the agency will provide services to no less than 90 percent of the total number of projected victims.**

Each victim should be counted only once unless there is a separate instance of victimization. For example, a victim of spouse abuse assault should be counted one time during the grant period unless he/she is victimized as a result of a separate and unrelated crime.

2015-2016 VOCA Grant Request	\$ 82,807
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# of Victims to be Served	Type of Victim	\$ Amount per Category	% of Total Grant Amount	# of Other Types of Victims to be Served	For other types of crimes, identify and list each separately below.	
	Child Physical Abuse	#DIV/0!	#DIV/0!			
	Child Sexual Abuse	#DIV/0!	#DIV/0!			
	DUI/DWI Crashes	#DIV/0!	#DIV/0!			
	Domestic Violence	#DIV/0!	#DIV/0!			
	Adult Sexual Assault	#DIV/0!	#DIV/0!			
	Elder Abuse	#DIV/0!	#DIV/0!			
	Adults Molested as Children	#DIV/0!	#DIV/0!			
	Survivors of Homicide Victims	#DIV/0!	#DIV/0!			
	Robbery	#DIV/0!	#DIV/0!			
	Assault	#DIV/0!	#DIV/0!			
TOTAL VICTIMS	0	#DIV/0!	#DIV/0!	0	Subtotal of "Other"	#DIV/0! #DIV/0!

Indicate the number of victims projected to receive the following service(s). (See Definitions for a description of each service.)

# of Victims to be Served	Type of Service	# of Other Types of Services to be Provided	For other types of services, identify and list each separately below.
	Crisis Counseling		
	Follow-up Contacts		
	Therapy		
	Support Groups		
	Crisis Hotline Counseling		
	Shelter/Safehouse		
	Information and Referral (In-Person)		
	Criminal Justice Support/Advocacy		
	Emergency Financial Assistance		
	Emergency Legal Advocacy		
	Assistance Filing Compensation Claims - Mandatory		
	Personal Advocacy		
	Telephone Contacts		
TOTAL SERVICES	0	0	Subtotal of "Other" Services

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FCADV VOCA Disabilities Program Deliverables

Disability Compliance and Later Life Specialist

October 1st, 2015-September 30th, 2016

Objective 1: TO COORDINATE STATEWIDE ACTIVITIES ON THE DISABILITY AND LATER LIFE PROJECT

Measurable Outcome:

- (a) FCADV will maintain one full-time statewide Disability Compliance and Later Life Specialist to coordinate the Statewide Disability and Later Life projects.

Objective 2: TO ADDRESS THE GAPS IN SERVICES FOR SURVIVORS LIVING WITH A DISABILITY

Measurable Outcome:

- (a) FCADV will create a brochure for *survivors living with a disability as a result of a traumatic brain injury and cognitive disabilities* that will be distributed to Florida's 42 certified domestic violence centers and allied partners.
- (b) FCADV will print and distribute the brochure for survivors in English (2,500), Spanish (1,250) and Creole (1,250).

Objective 3: TO INCREASE KNOWLEDGE AND AWARENESS OF DOMESTIC VIOLENCE ADVOCATES AND ALLIED PARTNERS REGARDING THE BARRIERS AND OBSTACLES TO SAFETY FOR SURVIVORS LIVING WITH A DISABILITY AND ABUSE IN LATER

Measurable Outcome:

- (a) FCADV will conduct a one day 3rd Annual *Disability and Abuse in Later Life Institute*.
- (b) FCADV will contract with a minimum of three experts to provide workshops at the Disability and Abuse in Later Life Institute.
- (c) FCADV will provide a minimum of five scholarships.

Objective 4: TO INCREASE KNOWLEDGE AND THE CAPACITY OF ALLIED PARTNERS AND DOMESTIC VIOLENCE ADVOCATES ON THE INTERSECTION OF DOMESTIC VIOLENCE AND SURVIVORS LIVING WITH A DISABILITY

Measurable Outcome:

- a) FCADV will conduct four regional trainings utilizing the *Intersection of Domestic Violence, Substance Abuse and Mental Health Training* created in 2015 to address the gaps in services for allied partners and domestic violence advocates.
- b) FCADV will provide a minimum of six scholarships.
- c) FCADV will provide a minimum of 140 units of electronic technical assistance for certified domestic violence centers and allied agencies.

Objective 5: TO INCREASE AWARENESS AND KNOWLEDGE OF DOMESTIC VIOLENCE ADVOCATES AND ALLIED PARTNERS REGARDING ABUSE IN LATER LIFE AND TECHNOLOGY

Measurable Outcome:

- a) FCADV will host a one-hour webinar series for three weeks on *Abuse in Later Life and Technology*.
- b) FCADV will contract with an expert in the field of abuse in later life and technology to conduct the three week webinar series.
- c) FCADV will create a brochure for survivors of *abuse in later life on the use of technology to abuse* and stalk survivors that will be distributed to Florida's 42 certified domestic violence centers and allied partners.
- d) FCADV will contract with an expert in the field of abuse in later life and technology to assist with creating the brochure.
- e) FCADV will print and distribute the brochure for survivors in English (3,000), Spanish (3,000) and Creole (1,000).

** We are still researching availability of space and where the greatest need trainings and institutes. For this reason, the city locations have not yet been determined.

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Attachment B

Victims of Crime Act (VOCA) Special Conditions Certification Form

Computer Network Requirement

The recipient understands and agrees that:

- a) No award funds may be used to maintain or establish a computer network system unless such network blocks the viewing, downloading, and exchanging of pornography, and
- b) Nothing in item (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.
 - One computer would not be considered a network;
 - Each VOCA subgrantees must have some type of blocking software, if their networks are supported ("maintained") by VOCA funds;
 - This includes the purchase of new computer equipment (computers, monitors and printers), or software of any kind (new and/or updates) for the computer network system.

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CERTIFY:

VOCA funding **WILL NOT** be used to maintain or establish a computer network system.

- OR -

VOCA funding **WILL** be used to maintain or establish a computer network system. However, the computer network system is (select one below):

Is able to block the viewing, downloading, and exchanging of pornography, or

Is not able to block the viewing, downloading, and exchanging of pornography because, as Federal, State, tribal, or local law enforcement agency, blocking cannot be utilized as it may inhibit the agency's ability to carry out criminal investigations, prosecution, or adjudication activities.

Agency Name:	Florida Coalition Against Domestic Violence
Name of Agency Official:	Tiffany Carr
Title of Agency Official:	President/CEO
Date of Certification:	9/30/15

OAG Staff Only:

Approved Not Approved

C. Harris _____ _____

Approved By Date Approved

ATTACHMENT C

OMB APPROVAL NO. 1121-0140
EXPIRES 06/30/2009



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It 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.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

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Signature _____
Date _____

9/30/15

Date

ATTACHMENT D

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: <u>Florida Coalition Against Domestic Violence</u>		DUNS Number
Address: <u>425 Office Plaza Dr, Tallahassee, FL 32301</u>		
Grant Title: <u>Disability</u>	Grant Number: <u>V028-15308</u>	Award Amount: <u>\$82,807</u>
Name and Title of Contact Person: <u>Tiffany Carr, President/CEO</u>		
Telephone Number: <u>850-425-2749</u>	E-Mail Address: <u>carr-tiffan@flcadv.org</u>	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Recipient has less than fifty employees. | <input type="checkbox"/> Recipient is an Indian tribe. | <input type="checkbox"/> Recipient is a medical institution. |
| <input checked="" type="checkbox"/> Recipient is a nonprofit organization. | <input type="checkbox"/> Recipient is an educational institution. | <input type="checkbox"/> Recipient is receiving an award less than \$25,000. |

I, Tiffany Carr [responsible official],
 certify that Florida Coalition Against Domestic Violence [recipient] is
 not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
 I further certify that FL Coalition Against DV [recipient]
 will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
 services.

Tiffany Carr President/CEO Signature [Signature] Date 9/30/15

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official],
 certify that _____ [recipient],
 which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____[organization],
 _____[address].

 Print or Type Name and Title Signature Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
 certify that _____ [recipient],
 which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

 Print or Type Name and Title Signature Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients of awards from OJP and OVW should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then upload the signed document into the appropriate grant file in OJP's Grants Management System. *The document must have the following title: EEOP Certification.* Recipients of awards from COPS should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20534 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

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Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

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