REQUEST FOR PROPOSAL

INSTRUCTIONS

Please quote us your prices as outlined in this RFP. All prices must be F.O.B. destination and you must show Unit Price, Amount and Total or RFP may be rejected.

Since the State of Connecticut is exempt from the payment of Federal Excise Taxes and the Connecticut Sales Tax, do not include such taxes.

We reserve the right to reject in whole or in part, any or all Proposals submitted.

All products produced under this agreement resulting from this RFP shall remain the property of the Judicial Branch of the State of Connecticut.

The Contractor receiving the award agrees and warrants that, in the performance of this contract, he/she will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, sex, sexual orientation or civil union status, physical challenge or mental disability, color, religion, national origin or veteran status, in any manner prohibited by the laws of the United States or the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of the General Statutes governing contract requirements.

<table>
<thead>
<tr>
<th>Issued by (Agency):</th>
<th>Agency Telephone Number:</th>
<th>Proposal Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Judicial Branch - Purchasing Services</td>
<td>(860) 706-5200</td>
<td>02-1904</td>
</tr>
<tr>
<td>Return Proposal to Agency Address:</td>
<td>Date Issued:</td>
<td>03/06/2019</td>
</tr>
<tr>
<td>90 Washington Street, Hartford, CT 06106; Attention: Jeannie Roberge</td>
<td>Date Proposal Required:</td>
<td>04/05/2019</td>
</tr>
<tr>
<td>Proposal Opening at Above Address – Date and Time:</td>
<td>Services Required:</td>
<td>July 1, 2019</td>
</tr>
<tr>
<td>Friday, April 5, 2019 at 2:30 p.m.</td>
<td>Title:</td>
<td></td>
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<tr>
<td>Signed for Agency:</td>
<td>Buyer</td>
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ITEM/CATEGORY:

Services to Victims under the Victims of Crime Act (VOCA)

[1] Request for Proposal: Bridgeport and or Hartford, Connecticut

[2] Service Locations:

Thursday, March 14, 2019 at 9:30 a.m. (See page 19)

[3] Pre-Bid Conference:

Wednesday, March 20, 2019 by 4:00 p.m. (See page 19)

Company Name

An Equal Opportunity/Affirmative Action Employer
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5. Certification of Compliance with Federal Rules Regulating Grants
6. Volunteer Waiver Request
7. Proposer Match Certification Form
8. Budget Form
9. Proposal Summary
10. Scope of Services

## EXHIBITS

A – E, J and L
PROFESSIONAL SERVICES
STANDARD INSTRUCTIONS TO PROPOSERS

All Requests for Proposals issued by the Judicial Branch will bind proposers to the Standard Instructions listed below, unless specified otherwise in this RFP or subsequent amendment to contract based on this RFP.

1. **Sealed Proposals** – Proposals must be received in sealed envelopes. Telephone or facsimile Proposals will not be considered. Reply envelope shall show the proposer’s name and proposal number.

2. **Authorized Signature** – Proposals must be signed by a company officer or representative authorized to make contractual commitments.

3. **Late Proposals** – Proposals received after the date and time specified for public opening on Page 1 of this document will not be accepted. Late proposals will be returned unopened.

4. **Price** – Proposals shall include pricing as outlined in the RFP document. In the event of a price discrepancy between the unit prices and extension, unit prices will govern.

5. **Offer Firm** – Responses to this RFP, including proposal prices, must remain firm for a period of 120 days from the published date for submission of proposals. The Judicial Branch shall not be liable for any costs incurred by the proposer in the preparation of this proposal.

6. **Rejection of Nonconforming Proposals** – Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications set forth herein.

7. **Changes to Proposals** – No additions or changes to the original proposal will be allowed after the specified date and time for public opening. While changes are not permitted, clarification at the request of the Judicial Branch may be required at bidder’s expense.

8. **Rejection for Default or Misrepresentation** – The Judicial Branch reserves the right to reject the proposal of any proposer that is in default of any prior contract or for misrepresentation.

9. **Award** – Proposals will be evaluated and awarded to the lowest competitive proposer based on quality of the goods and services to be supplied, their compliance with specifications, price, administrative costs, ability to perform within the required time or without delay, skill, judgment and experience, past performance and financial responsibility. The Judicial Branch reserves the right to award this RFP in whole or in part as may be in the best interest of the State of Connecticut.

10. **Clerical Errors** - The Judicial Branch reserves the right to correct inaccurate awards resulting from its clerical and administrative errors.

11. **CHRO Compliance** – Proposers shall complete the enclosed Contract Compliance Questionnaire (JD-ES-113) and the Federal Certification of Compliance (JD-ES-113F) and return with the proposal response.

12. **Non-Collusion** - The individual submitting the bid or proposal affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid/proposal in collusion with any other bidder/proposer, and that the contents of this bid/proposal as to prices, terms or conditions of said bid/proposal have not been communicated by said individual nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

13. **Presentation of Supporting Evidence** - If requested, proposer(s) must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the RFP.

14. **Ownership of Proposals** - Responses to this RFP are the sole property of the Judicial Branch and subject to the provisions of Chapter 14 of the General Statutes (Re: Freedom of Information).

15. **Amendment or Cancellation of the RFP** - The Judicial Branch reserves the right to amend, modify, cancel or otherwise change this RFP at any time if it deems it in the best interest of the State of Connecticut to do so.
16. **Insurance** - An insurance certificate listing the Judicial Branch as an additional insured with the following minimum requirements must be received by the Judicial Branch Purchasing Services Office prior to commencement of services. A purchase order will be issued upon receipt of appropriate certificate.

A. **Worker’s Compensation** - CT Statutory Coverage required
B. **Automobile Liability** - $1,000,000.00 (where applicable)
C. **General Liability** - $1,000,000.00
D. **Professional Liability** - $1,000,000.00 (where applicable)

The required certificate of insurance shall also include a statement that the Judicial Branch shall be notified ten (10) days in advance of any policy amendment, revocation, cancellation, non-renewal or material change in coverage.

Neither the Contractor nor, to the extent of the policy limits, the Contractor’s insurer shall use the defense of sovereign immunity without the prior approval of the Judicial Branch in any Claim involving the Judicial Branch and the Contractor. For the purposes of this provision, “Claim” shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

17. Bidders must **initial** the following remarks, attach forms where required, and sign the bottom of this offer in the space provided.

(a) _____ I have read and understand the specifications and accept all RFP requirements, including, but not limited to, the Standard Instructions to Bidders and Contract Terms and Conditions.

(b) _____ I have reviewed the Consulting Affidavit (Exhibit A) and it - **Is not applicable [ ] or Is applicable [ ] or Is on file with the Judicial Branch [ ]** (Affidavit is applicable if bid amount is $50,000 or more in any calendar or fiscal year; sign and return with bid submission).

(c) _____ I have reviewed the Iran Certification Form (Exhibit L) and it - **Is not applicable [ ] or Is applicable [ ]** (Certification is applicable if bid amount is $500,000 annually; complete and return with bid submission).

(d) _____ I have enclosed the completed and signed Contract Compliance Questionnaire JD-ES-113 (Exhibit B) and the Federal Certification of Compliance JD-ES-113F (Exhibit C).

(e) _____ I acknowledge that if I have been selected to receive a contract award, I will submit the Company Affidavit (Exhibit J) or other required documentation, to support the nondiscrimination agreements and warranties required under General Statutes §§ 4a-60 (a) (1) and 4a-60a (a) (1). (See Paragraphs N and O) **A final contract will not be made unless an executed and completed Company Affidavit or other required documentation is submitted or currently on file with the Judicial Branch.**

(f) _____ I have reviewed the Gift Certification (Exhibit D) and it - **Is not applicable [ ] or Is applicable [ ]** (Certification is applicable if bid amount is $500,000 annually; complete and return with bid submission). **If applicable, I acknowledge that failure to return the Gift Certification form to the Judicial Branch with the proposal will result in rejection from the bid process.**

(g) _____ In the past three years, has your organization been banned, prohibited, debarred, terminated or otherwise restricted from doing business with any agency of the State of Connecticut or any other state or government agency? [ ] No [ ] Yes If yes, provide details of this occurrence.

(h) _____ The warranty on items purchased under this bid shall be for a _____ month period.

(i) _____ The bid number appears on the sealed envelope.

(j) _____ Delivery of the items included under this bid shall be made within _____ calendar days from receipt of order.

(k) _____ * Receipt of Addendum(s) (1) _____ (2) _____ (3) _____ (if applicable). date rec’d. date rec’d. date rec’d.

*Note: Check Judicial website: www.jud.ct.gov. All Addendums will be posted on the website.

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<table>
<thead>
<tr>
<th>Company Name:</th>
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<th>Email Address:</th>
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<tr>
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Print Name: ________________________________

Failure to return this page signed will result in disqualification from the bid process.

---

RFP #02-1904
A. **Entire Agreement** - The terms and conditions of this RFP constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. The contract resulting from this RFP may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.

B. **Acceptance** - The Contractor agrees to and accepts the terms and conditions stated herein.

C. **Payment Terms** - Payment for services provided to the Judicial Branch are net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties.


E. **Applicable Law** - The Contractor shall comply with all Federal, State and local laws, standards and regulations applicable to Contractor’s facility and the services being provided under this contract. The Contractor shall defend and save the Judicial Branch harmless against any actions or claims brought against it for losses, costs or damages by reason of actual or alleged infringements of letter of patent and/or copyright.

F. **Contractor Default / Cancellation** - Any other provision of this Agreement notwithstanding, if the Contractor becomes financially unstable, breaches or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or in any of the Exhibits or Amendments which are part of this Agreement, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:

- seek damages.
- withhold or reduce payment(s) until the breach is resolved to the satisfaction of the Judicial Branch.
- require the Contractor to correct or cure the breach to the satisfaction of the Judicial Branch.
- suspend the execution of all or part of the services.
- require that unexpended or improperly expended funds be returned to the Judicial Branch.
- recoup any money owed to the Judicial Branch from any future payments owing under this Agreement or any other Agreement between the Judicial Branch and the Contractor.
- assign appropriate state personnel to fulfill the Contractor’s obligations under this Agreement until such time as the Contractor’s breaches have been corrected to the satisfaction of the Judicial Branch.
- require that Agreement funding be expended by the Contractor to enter a subcontractual arrangement with a person, persons or agency designated by the Judicial Branch to fulfill the Contractor’s obligations under this agreement.
- cancel this Agreement effective upon a date specified in a written notice delivered to the Contractor.
- take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State of Connecticut Judicial Branch, or the program, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby.
- any combination of the above actions.

Prior to invoking any of the remedies for financial instability, breach and/or noncompliance specified in this paragraph, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting same and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the Contractor shall correct such financial instability, breach and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Branch. If the Judicial Branch finds that the financial instability, breach and/or noncompliance has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing financial instability, breach and/or noncompliance and may immediately or at any time thereafter invoke any or all remedies set forth in this paragraph.
G. **Claims and Controversies** - Any controversy or claim arising out of this Agreement shall be construed and interpreted in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to be a waiver of sovereign immunity. The Contractor shall notify the Judicial Branch of any claim or controversy brought against it by any person or entity during the term of this agreement.

H. **Performance Standards** - The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this contract.

I. **Evaluations** - The Judicial Branch reserves the right to inspect, monitor or otherwise evaluate the work being performed under this contract. The Contractor agrees to cooperate with the Judicial Branch in the monitoring and evaluation of services, which shall include, but not be limited to, providing reasonable access to and use of Contractor's facility for such purposes.

J. **Delay** - If services are not provided within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in Paragraph F herein.

K. **Contingencies** - Neither party hereto shall be liable to the other for breach or delay in delivering or accepting services hereunder if such breach or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the Judicial Branch of any such unavoidable delays or breaches.

L. **Non-Waiver** - Failure of the Judicial Branch to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies the Judicial Branch may have, nor deemed a waiver of any rights or remedies the Judicial Branch may have for any subsequent breach and/or noncompliance.

M. **Equal Opportunity** - The Judicial Branch of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, present or past history of mental disorder, intellectual disability, mental disability, learning disability or physical disability including, but not limited to, blindness or veteran's status.

N. **Civil Rights Agreement** - Federal civil rights laws applicable to agencies that receive Judicial Branch financial assistance from the U.S. Department of Justice must not discriminate in the delivery of programs, services or in their employment practices in any program or activity on the basis of actual or perceived race, color, national origin, physical or mental disability, age, religion or sex, or sexual orientation or gender identity, in compliance with Title VI of the Civil Rights Act of 1964, as amended, The Omnibus Crime Control and Safe Streets Act of 1968, (34 U.S.C. § 10228 (c)), Section 504 of the Federal Rehabilitation Act of 1973, as amended, Subtitle A, Title II of the American Disabilities Act of 1990; Title IX of the Education Amendments Act of 1972, The Victims of Crime Act of 1984, the grant condition set out at section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, the Age Discrimination Act of 1975, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54, Department of Justice regulations on disability discrimination (28 C.F.R. part 38) and section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Federal law (Executive Order 13279 and 13559 and its U.S. Department of Justice implementing regulations 28 CFR part 38) also prohibits grant making agencies from discriminating either in favor of or against faith-based organizations in awarding Federal financial assistance and entities that receive direct Federal funding may not engage in explicitly religious activities in the federally funded program. If organizations conduct explicitly religious activities, those activities must be conducted separate in time or location from the federally funded program or service, and participation by beneficiaries must be voluntary. Recipients may not discriminate against prospective or actual beneficiaries on the basis of religion or religious belief.
Further, all subrecipients of Federal Funds under a State of Connecticut Judicial Branch program are required to have policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. Subrecipient policies and procedures shall be made available to the Judicial Branch upon request.

(a) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (hereinafter, Commission); (3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of General Statutes sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes sections 46a-56, 46a-68e, 46a-68f and 46a-56; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes sections 4a-60 and 46a-56.

(b) If the contract is a public works contract, municipal public works contract or a contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written or electronic representation that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Judicial Branch not later than thirty days after such change.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above (see Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of
such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph N(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph N(c)(1) and N(c)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph N(c)(2)(B) or N(c)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(d) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this Paragraph, "contract" does not include a contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in Paragraph N(d)(1), N(d)(2), N(d)(3) or N(d)(4) above.

(e) For the purposes of this Paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(f) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(g) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(h) The Contractor shall include the provisions of Paragraph N(a) and N(b) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch and
such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with General Statutes section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

O. Non-discrimination Regarding Sexual Orientation - (a) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, and each vendor with which such Contractor has a contract or understanding a notice to be provided by the Commission on Human Rights and Opportunities (hereinafter, Commission) advising the labor union or workers’ representative of the Contractor’s commitments under General Statutes section 4a-60a and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) The Contractor agrees to comply with each provision of General Statutes section 4a-60a and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the General Statutes; and (4) The Contractor agrees to provide the Commission with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to the provisions of sections 4a-60a and 46a-56 of the General Statutes.

(b) (1) Any contractor who has one or more contracts with the Judicial Branch that is valued at less than fifty thousand dollars for each year of the contract shall provide the Judicial Branch with a written representation that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above.

(2) Any contractor who has one or more contracts with the Judicial Branch that is valued at fifty thousand dollars or more for any year of the contract shall provide the Judicial Branch with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above (See Exhibit J);

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor, if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Chief Court Administrator, or his or her designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under Paragraph O(a)(1) above and is in effect on the date the affidavit is signed (See Exhibit J).

(3) The Judicial Branch is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under Paragraph O(b)(1) and O(b)(2) above, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required
to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. Such contractor shall also certify, in accordance with Paragraph O(b)(2)(B) or O(b)(2)(C) above, to the Judicial Branch, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the Judicial Branch is current and accurate.

(c) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this Paragraph, "contract" does not include a contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, and (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in subdivision (1), (2), (3), (4) of this subsection.

(d) The Contractor shall include the provisions of Paragraph O(a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with General Statutes section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

P. **Americans With Disabilities Act of 1990** - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC section 12101-12189 and sections 12201-12213) (Supp. 1993); 47 USC sections 225, 611 (Supp. 1993). During the term of the contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

Q. **Governing Law** - This contract and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut.

R. **Termination** - This contract may be terminated by the Judicial Branch without cause upon 30 days written notice to the Contractor, or for cause without prior notice to the Contractor if the Judicial Branch deems that such termination is in the best interests of the state. In the event of termination, all monies due shall be prorated against the value of services accepted by the Judicial Branch. Notwithstanding the foregoing, cancellation due to the Contractor's breach is governed by Paragraph F herein.
S. **Contract Period** - The contract period shall be for **24** months commencing on the **1st** day of **July, 2019** unless funding is withheld for the next fiscal year by the Connecticut General Assembly. Two (2) one-year extensions of the contract, under the conditions of this RFP, may be authorized by the Judicial Branch with the consent of the Contractor.

T. **Contract Price** - Prices must remain firm during the contract period except that reasonable increases may be authorized during any extension of the initial contract period. Price reductions may be taken at any time. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties. Reasonable requests for price increases pertaining to an extension of the contract period will be considered at the time of such extension.

U. **Contract Amendments** - Any changes to the Agreement will be made in the form of a written amendment signed by both parties.

V. **No Joint Venture** - Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto, nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.

W. **Subcontractors** - The Contractor shall not subcontract for any of the services required under this contract without prior written approval from the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this contract. Subcontractors shall not relieve the prime Contractor(s) of its responsibilities under this contract. The Judicial Branch reserves the right to approve or reject any and all subcontractors and/or subcontractor agreements.

X. **Indemnification**

(a) The Contractor shall indemnify, defend and hold the State of Connecticut ("State") and/or the Judicial Branch, their agents, employees, public officials and representatives harmless from and against any and all (1) Claims, causes of action, demands for damages or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising, directly or indirectly, from any act, error or omission (collectively, the "Acts") of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor’s subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Acts. The Contractor shall use counsel reasonably acceptable to the State and/or the Judicial Branch in carrying out its obligations under this paragraph. The Contractor’s obligations under this paragraph to indemnify, defend and hold harmless includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

(b) The Contractor shall reimburse the State and/or the Judicial Branch for any and all damages to the real or personal property of the State and/or the Judicial Branch caused by the Acts of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor’s subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors. The State and/ or the Judicial Branch shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor’s duties under this paragraph shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged, or is found, to have merely contributed in part to the Acts giving rise to the Claims and/or where the State and/ or the Judicial Branch is alleged, or is found, to have contributed to the Acts giving rise to the Claims.
(d) The rights provided in this paragraph for the benefit of the State and/or the Judicial Branch shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(e) This paragraph shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

(f) For purposes of this paragraph, “Claim” shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

Y. Notice of Litigation - The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

The Contractor shall provide written notice to the Judicial Branch of any final decision by any tribunal, arbitrator or arbitration panel, or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise of claim or agreement of any kind for any action or proceeding brought against the Contractor or its employees or agents.

Z. Ownership of Subsequent Products - Any product, in whatever state of completion and whether acceptable or unacceptable, developed, specially ordered or commissioned under a contract awarded as a result of this RFP, shall be the sole property of the Judicial Branch. The Contractor agrees that work performed under this contract is a “work made for hire” and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a “work made for hire” under applicable law, the Contractor agrees to irrevocably transfer and assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers and to perform such other proper acts as the Judicial Branch may deem necessary to secure for the Judicial Branch the rights herein assigned.

AA. Prohibition Against Assignment - The Contractor shall not transfer, pledge or otherwise assign this contract or any rights or responsibilities hereunder, to any third party without prior written consent from the Judicial Branch.

AB. Copyrights - The Contractor shall not distribute any materials under this contract containing the copyrighted works of others without the written consent of the copyright holder. The Contractor shall obtain any necessary authorization(s) for usage of any such third-party materials.

For pre-existing works of authorship in which the Contractor holds a copyright interest, the Contractor agrees to grant the Judicial Branch a perpetual royalty-free, non-exclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use for any governmental or public purpose, any materials prepared, created or distributed for use in the performance of this contract.

Unless otherwise indicated, the State of Connecticut Judicial Branch retains exclusive rights to ownership in its copyrighted protected works. All rights are reserved and any reproduction, adaptation, distribution, dissemination or making available of such copyrighted works is strictly prohibited unless prior written authorization is obtained from the Judicial Branch.

AC. Record Keeping and Access - The Contractor shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct, allocable as direct and administrative and general costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or applicable Federal agencies. The Contractor shall retain all such books, records and other
financial program and individual service documents concerning this contract for a period of three (3) years after each completed audit, or if no audit is conducted, for a period of five (5) years.

AD. **Safeguarding Client Information** - The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this contract in accordance with all applicable Federal and State laws concerning confidentiality. The Contractor also agrees to follow the Chief Court Administrator policy adopted in accordance with General Statutes section 51-36a, regarding the access and disclosure of Judicial Branch records which are confidential pursuant to statute (available upon request). Any Contractor considered a “covered entity” under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), agrees to follow HIPAA’s privacy regulations governing the use of protected health information. In order to ensure the security and confidentiality of client data transmitted via email, the Contractor will not transmit client data in PDF files through unsecured email accounts, and will not utilize any free or unsecured email services for the transmission of client records and/or information. The Contractor is solely responsible for any disclosure of information in violation of Federal and State law by it, its employees and agents. Upon termination of this contract, whether for cause or otherwise, the Contractor agrees to dispose of all client records in a manner determined by the Judicial Branch.

AE. **Confidentiality of Records and Computer Files** - The Contractor agrees on behalf of the Contractor and the Contractor’s principals, employees, agents, heirs, successors and assigns that (1) they may only access such Judicial Branch data, files, records, computers or other systems, as specifically set forth herein, and as are necessary for the performance of the Contractor’s duties under this Judicial Branch contract, if any, and (2) they may only disclose, advertise, advertise for sale, sell or rent in any form or use any information obtained or created from, or by the work performed, pursuant to this Judicial Branch contract as specifically set forth in this contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Judicial Branch records and computer files including, at a minimum, instructing each person assigned to work under this contract on the Contractor’s behalf of the prohibition to access, use or disclose information not specifically authorized by this contract.

Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the Contractor and/or the Contractor’s principals, employees, agents, heirs, successors and assigns from work performed pursuant to this Judicial Branch contract, shall subject the Contractor to the indemnification provisions of this contract in addition to all other rights and remedies available to the Judicial Branch pursuant to this contract and law.

AF. **Notice of Adverse Findings of Discrimination** - Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 90 Washington Street, Hartford, CT 06106.

AG. **Prohibited Interest** - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment or modification of this Agreement, or to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

AH. **Lobbying Activities** - Unless otherwise specifically required by this Agreement, the Contractor certifies that no state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state
or federal agency, a Member of Congress or of the Connecticut General Assembly, an officer or employee of Congress or the Connecticut General Assembly, in connection with the making of any Federal or State grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal or State grant or cooperative agreement.

If this Agreement or a subsequent amendment to this Agreement involves a federal grant or cooperative agreement (as defined at 28 CFR Part 69) of over $100,000, the Contractor further certifies that:

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - I.L.L. “Disclosure of Lobbying Activities,” in accordance with its instructions; and

b. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

AI. **Suspension or Debarment** - Signature on this Agreement certifies that the Contractor or any person (including subcontractors) involved in the administration of state or federal funds:

a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntarily excluded from covered transactions by any Federal or State department or agency;

b. Has not within a three-year period preceding this application been convicted of, or had a civil judgment rendered against them for commission of, fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) above;

d. Has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

There shall be an ongoing duty on the part of the Contractor to update any changes to the above paragraphs throughout the term of this Agreement.

AJ. **Contractor Recording of Private Telephonic Communication** - The Contractor certifies that if it records telephone communications that it will do so only in compliance with Connecticut General Statutes section 52-570d- Action for illegal recording of private telephonic communications. With limited exceptions, section 52-570d prohibits the recording of private oral telephonic conversations without the prior consent of all parties to the conversation, verbal notice of the recording at the start of the conversation (with such notice as part of the recording), or an automatic tone warning device which repeats at intervals of approximately every fifteen seconds.

AK. **Criminal Investigations** - Subject to constitutional limitation, it is a requirement of this contract that the Contractors, its officers, directors, principals, agents, employees and representatives and any subcontractors and such subcontracting officers, directors, principals, agents, employees and
representatives, cooperate to the fullest extent possible with any and all investigations being conducted by federal, state and/or local law enforcement officials and/or the Judicial Branch.

AL. **Compliance with Federal Limited English Proficiency (LEP) Requirements** - Under Title VI and its implementing regulations, all Judicial Branch Contractors and subcontractors are required to take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient or (LEP), entitled to language assistance with respect to a particular type of service, benefit or encounter.

Contractor agrees to comply with Federal requirements under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, et seq., Title VI Regulations, and the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228 (c) (the “Safe Streets Act”), and the Victims of Crime Act, 34 U.S.C. §20110 (c), prohibiting discrimination based on national origin to ensure access to those with limited English proficiency. Contractor also agrees that it and its subcontractors will attend any LEP training session(s) required by the Judicial Branch.

AM. **Prohibitions for Large State Contractors** - No person who (1) is, or is seeking to be, prequalified under General Statutes section 4a-100, (2) is a party to a large state construction or procurement contract, as that term is defined in General Statutes section 1-101mm, or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution or (3) is a party to a consultant services contract or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution, shall:

a. With the intent to obtain a competitive advantage over other bidders, solicit any information from a public official or state employee that the contractor knows is not and will not be available to other bidders for a large state construction or procurement contract that the contractor is seeking;

b. Intentionally, willfully or with reckless disregard for the truth, charge the Judicial Branch, a state agency, board, commission or institution or quasi-public agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price without authorization and falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or unreasonable or unsubstantiated prices for goods to the Judicial Branch, a state agency, board, commission or institution or quasi-public agency;

c. Intentionally or willfully violate or attempt to circumvent state competitive bidding and ethics laws; or

d. With the intent to unduly influence the award of a state contract, provide or direct another person to provide information concerning the donation of goods and services to a state agency or quasi-public agency, to the procurement staff of any state agency or quasi-public agency or a member of a bid selection committee.

Pursuant to General Statutes section 1-101mm, any person who is found in violation of any provision of this section by the Office of State Ethics may be deemed a nonresponsible bidder.

AN. **Consultant Prohibitions** - No person with whom the Judicial Branch, a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan for specifications for any contract and no business with which the person is associated may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract or serve as a subcontractor or consultant to the person awarded such contract. Pursuant to Connecticut General Statutes section 1-101mm, any person who is found in violation of this paragraph by the Office of State Ethics may be deemed a nonresponsible bidder.
AO. **Audit Requirements** - As applicable, the Contractor is subject to Federal single audit requirements pursuant to the Uniform Guidance for Federal Awards and State Single Audit requirements pursuant to General Statutes sections 4-230 to 4-236 inclusive and to applicable regulations. Contractors exempt from the provisions of these acts may be required to submit to an audit at a time and in a manner prescribed by the Judicial Branch and at the expense of the Judicial Branch.

AP. **Maintenance Of Contractor Insurance Required** - The Contractor agrees that during the entire term of this agreement, it will carry sufficient liability and / or other insurance and will maintain that coverage in full force and effect for the duration of the agreement term, including any and all amendments or extensions thereof. The State of Connecticut Judicial Branch must be named as an additional insured, as its interest may appear, and must also be named as a certificate holder on all certificates of insurance required under this agreement. All insurance coverage must be obtained at the Contractor’s sole expense. The Contractor shall annually provide the Judicial Branch with an updated certificate of insurance, no less than ten days prior to the expiration date of the insurance then in effect. The Contractor shall also provide the Judicial Branch with at least 10 days written notice prior to the cancellation, nonrenewal, revocation, amendment of or any material change in the required insurance coverage. The following minimum coverage amounts must be maintained:

- A. Worker’s Compensation
- B. Automobile Liability $1,000,000.00 (where applicable)
- C. General Liability $1,000,000.00
- D. Professional Liability $1,000,000.00 (where applicable)

AQ. **Notice of Consulting Affidavit Requirements** - Section 4a-81 of the Connecticut General Statutes (the “Act”) requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, bidders are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the affidavit described in paragraph AQ(b) below (see Exhibit A).

(b) (1) Any principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with any such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State’s Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) After the initial submission of such affidavit, the principal or key personnel of the person, firm or corporation shall not be required to resubmit such affidavit unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed affidavit required under this paragraph, the principal or key personnel of a person, firm or corporation who submit bids or proposals for a contract described in paragraph AQ(a) above shall submit
an updated affidavit either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

(c) In the event that a bidder or vendor refuses to submit the affidavit required under paragraph AQ(b) above, such bidder or vendor shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

AR. **Gift Certification** - Section 4-252 (the “Statute”) of the Connecticut General Statutes requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Statute. Accordingly, pursuant to the Statute, bidders are notified as follows:

(a) The terms “gift,” “quasi-public agency,” “state agency,” “large state contract,” “principals and key personnel” and “participated substantially” as used in this paragraph shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written or electronic certifications described in this paragraph (see Exhibit D). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification either (1) not later than thirty days after the effective date of any such change, or (2) upon the submittal of any new bid or proposal for a large state contract, whichever is earlier. Such person shall also submit to the state agency or quasi-public agency an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

(c) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall certify that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(d) Any principal or key personnel of the person, firm or corporation submitting a bid for a large state contract shall certify:

1. That no gifts were by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

2. That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

3. That the person, firm or corporation made is submitting bids or proposals without fraud or collusion with any person.
(e) Any bidder or proposer that does not make the certification required under paragraph AR(d) above shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

AS. **Iran Certification** – Section 4-252a of the Connecticut General Statutes (the "Act" for the purposes of this Paragraph) requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Act. Accordingly, bidders are notified as follows:

(a) For the purposes of this Paragraph, the terms "state agency" and "quasi-public agency" shall have the same meanings as provided in section 1-79 of the General Statutes, "large state contract," has the same meaning as provided in section 4-250 of the General Statutes and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any entity who (1) has failed to submit a written certification indicating whether or not such entity has made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or has increased or renewed such investment on or after said date, or (2) has submitted a written certification indicating that such entity has made such an investment on or after October 1, 2013, or has increased or renewed such an investment on or after said date. Each such certification shall be sworn as true to the best knowledge and belief of the entity signing the certification, subject to the penalties of false statement.

(c) Prior to submitting a bid or proposal for a large state contract, each bidder or proposer who is an entity shall submit a certification (see Exhibit L) that such bidder or proposer has or has not made an investment as described in Paragraph AS(b) above.

(d) Any entity who makes a good faith effort to determine whether such entity has made an investment described in Paragraph AS(b) above shall not be subject to the penalties of false statement pursuant to this Paragraph. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this Paragraph shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

AT. **Prison Rape Elimination Act (PREA)** - The Contractor/Provider shall comply with the United States Department of Justice Final Rule for National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act of 2003 (PREA) 34 U.S.C. § 30301, et seq., including its provisions for Zero Tolerance and employee training. Effective August 1, 2013, any unit of the state or any political subdivision of the state that contracts for or otherwise incarcerates or detains adult or juvenile offenders, shall adopt and comply with applicable PREA Community Confinement, Lockup, and Juvenile Facility Standards with regard to sexual abuse and sexual harassment in lockups, community confinement facilities, and juvenile facilities.
1. INTENT

The State of Connecticut Judicial Branch Purchasing Services Office, on behalf of the Office of Victim Services (OVS) through this Request for Proposal (RFP), is soliciting proposals from qualified community-based organizations to provide crisis response, advocacy, case management, and other services to victims of crime in the cities of Bridgeport and Hartford. Funding for this project is provided by the U.S. Department of Justice, Office of Justice Programs (OJP), Office for Victims of Crime (OVC), Victims of Crime Act Victim Assistance Grant Program (VOCA-VA).

2. OVERVIEW OF THE OFFICE OF VICTIM SERVICES

OVS, a unit of the State of Connecticut Judicial Branch Superior Court Operations Division, is the State’s lead agency established to provide services to victims of violent crimes. OVS has a long and proud history of providing services, information, and financial resources to crime victims throughout Connecticut.

OVS is the designated agency to administer the VOCA-VA grant in Connecticut, and is responsible for selecting the service organizations that will receive funding, the level of funding, and the length of time to continue funding. OVS, in compliance with state statute, is also responsible for establishing its own policies and procedures for administering funds, and implementing effective grant monitoring protocols.

3. OVERVIEW OF THE VOCA VICTIM ASSISTANCE GRANT PROGRAM

The primary purpose of the VOCA-VA grant program is to support the provision of direct services to victims of violent crimes. Direct services are those efforts that:

a) Respond to the emotional and physical needs of crime victims

b) Assist primary and secondary crime victims to stabilize their lives after a victimization

c) Assist crime victims to understand and participate in the criminal justice system

d) Provide crime victims with a measure of safety, such as boarding-up broken windows and replacing or repairing locks

States are required to fund programs that serve victims of Child Abuse, Domestic Violence, and Sexual Assault. A minimum of 10 percent of each Federal Fiscal Year’s (FFY) grant is to be allocated to each of these categories of crime victims. In addition, ten percent of each FFY grant is to be allocated to a fourth category of crime victims which includes underserved crimes such as Adults Sexually Abused as Children, Arson, Assault, DUI/DWI, Elder Abuse, Hate Crimes, Human Trafficking, Robbery, Stalking, and Survivors of Homicide. The remaining 60% of each grant is available for programs that provide services to any of the crime categories mentioned above.
OVS reserves the right to award funds based upon the geographic areas of the state and among various crime victim populations to ensure that minimum funding requirements are met for the four priority categories identified above.

Minimum criteria for the VOCA-VA program are set forth in 28CFR Part 94 Victims of Crime Act Victim Assistance Program Final Rule (eff. August 8, 2016), which is included in this RFP as Attachment 1 and is available online at https://www.gpo.gov/fdsys/pkg/FR-2016-07-08/pdf/2016-16085.pdf. (Hereinafter the “Final Rule”)

4. PROPOSER’S CONFERENCE

A proposers’ conference will be held on Thursday, March 14, 2019 at 9:30 a.m. at 90 Washington Street, Hartford, CT. Interested parties are urged to attend to discuss terms, conditions, and program requirements of this Request for Proposal.

5. DEADLINE TO SUBMIT WRITTEN QUESTIONS

Respondents may submit questions to clarify this Request for Proposals until 4:00 p.m. on Wednesday, March 20, 2019. Written questions may be sent by fax or e-mail to Jeanne Roberge, Purchasing Services, (fax: 860-706-5099 or e-mail: Jeanne.Roberge@jud.ct.gov) by the deadline date in this paragraph. Questions received after the deadline date may or may not be answered at the discretion of the Judicial Branch. All responses will be in writing.

6. PROJECT OVERVIEW

OVS is seeking proposals from community-based organizations to provide crisis response, advocacy, case management, and other services to victims of crime in the cities of Bridgeport and Hartford.

Proposals should address services to the urban populations most impacted by crime in these cities including members of racial or ethnic minorities; male victims of color; victims of gang violence; and/or Non-English speaking victims.

Proposals will need to address the populations to be served; the issues that currently impact the ability to provide services to these populations; and the respondent’s plan for the provision of services.

Note: Agencies that intend to submit proposals for services in both locations must submit a separate proposal for each location.

7. RESIDENCY REQUIREMENTS

Victims and survivors served by a VOCA-VA funded project must meet at least one of the following residency requirements:

1. The victimization occurred in Connecticut,
2. The victim lived in Connecticut when the victimization occurred, or
3. The victim lived in Connecticut at the time that services are sought.

Note: The provision of services to crime victims under a VOCA VA-funded project is not linked to mandatory involvement of law enforcement or the court process. Many victims
do not report the crime; however, these victims are eligible for services under a VOCA VA-funded project.

8. **ELIGIBLE ACTIVITIES**

A. Direct service activities eligible for funding under this RFP are as follows:

1. Immediate emotional, psychological, and physical health and safety - Services that respond to immediate needs (other than medical care, except as allowed under (g) of this section) of crime victims, including, but not limited to:

   a. Crisis intervention services;
   b. Accompanying victims to hospitals for medical examinations;
   c. Hotline counseling;
   d. Safety planning;
   e. Emergency food, shelter, clothing, and transportation;
   f. Window, door, or lock replacement or repair, and other repairs necessary to ensure a victim’s safety;
   g. Costs of the following, on an emergency basis (i.e., when the State’s compensation program, the victim’s (or in the case of a minor child, the victim’s parent’s or guardian’s) health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime):

      i. Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease,

      ii. Durable medical equipment (such as wheelchairs, crutches, hearing aids, eyeglasses), and other healthcare items are allowed; and

   h. Emergency legal assistance, such as filing for restraining or protective orders, and obtaining emergency custody orders and visitation rights;

2. Personal advocacy and emotional support, including, but not limited to:

   a. Working with a victim to assess the impact of the crime;
   b. Identification of victim’s needs;
   c. Case management;
   d. Management of practical problems created by the victimization;
   e. Identification of resources available to the victim;
   f. Provision of information, referrals, advocacy and follow-up contact for continued services, as needed;
   g. Traditional, cultural, and/or alternative therapy/healing (e.g., art therapy, yoga)
   h. Peer-support, including, but not limited to, activities that provide opportunities for victims to meet other victims, share experiences and provide self-help, information, and emotional support;

3. Assistance with accessing benefits through the OVS Victim Compensation Program.
4. Facilitation of participation in criminal justice and other public proceedings arising from the crime - The provision of services and payment of costs that help victims participate in the criminal justice system and in other public proceedings arising from the crime (e.g., juvenile justice hearings, civil commitment proceedings), including, but not limited to:

   a. Advocacy on behalf of a victim;
   b. Accompanying a victim to offices and court;
   c. Transportation, meals, and lodging to allow a victim who is not a witness to participate in a proceeding;
   d. Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency;
   e. Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceeding;
   f. Notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings);
   g. Assistance with Victim Impact Statements;
   h. Assistance in recovering property that was retained as evidence; and
   i. Assistance with restitution advocacy on behalf of crime victims.

5. Transportation of victims to receive services and to participate in criminal justice proceedings;

6. Public awareness and education presentations (including, but not limited to, the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance;

B. Supporting activities eligible for funding under this RFP include:

1. Coordination of activities – Coordination activities that facilitate the provision of direct services, include, but are not limited to, statewide coordination of victim notification systems, crisis response teams, multidisciplinary teams, coalitions to support and assist victims, and other such programs, and salaries and expenses of such coordinators;

2. Supervision of direct service providers – Payment of salaries and expenses of supervisory staff in a project, if such staff is necessary and effectively facilitate the provision of direct services;

3. Multi-system, interagency, multidisciplinary response to crime victim needs - Activities that support a coordinated and comprehensive response to crime victims needs by direct service providers, including, but not limited to, payment of salaries and expenses of direct service staff serving on child and adult abuse multidisciplinary investigation and treatment teams, coordination with federal agencies to provide services to victims of federal crimes and/or participation on statewide or other task forces, work groups and committees to develop protocols, interagency and other working agreements;
4. Contracts for professional services - Contracting for specialized professional services (e.g. psychological/psychiatric consultation, legal services, interpreters), at a rate not to exceed a reasonable market rate, that are not available within the organization;

5. Automated systems and technology—Subject to the provisions of the DOJ Grants Financial Guide and government-wide grant rules relating to acquisition, use and disposition of property purchased with federal funds, procuring automated systems and technology that support delivery of direct services to victims (e.g., email systems that allow communications among victim service providers, smartphones, and computer equipment), including, but not limited to, procurement of personnel, hardware, and other items, as determined by the State Administrator (OVS) after considering:

   a. Whether such procurement will enhance direct services;
   b. How any acquisition will be integrated into and/or enhance the program’s current system;
   c. The cost of installation;
   d. The cost of training staff to use the technology;
   e. The ongoing operational costs, such as maintenance agreements, supplies; and,
   f. How additional costs relating to any acquisition will be supported.

6. Volunteer trainings - Activities in support of training volunteers on how to provide direct services when such services will be provided primarily by volunteers;

7. Restorative justice—Activities in support of opportunities for crime victims to meet with perpetrators, including, but not limited to, tribal community-led meetings and peacekeeping activities, if such meetings are requested or voluntarily agreed to by the victim (who may, at any point, withdraw) and have reasonably anticipated beneficial or therapeutic value to crime victims. At a minimum, the following should be considered:

   a. The safety and security of the victim;
   b. The cost versus the benefit or therapeutic value to the victim;
   c. The procedures for ensuring that participation of the victim and offenders are voluntary and that the nature of the meeting is clear;
   d. The provision of appropriate support and accompaniment for the victim;
   e. Appropriate debriefing opportunities for the victim after the meeting; and
   f. The credentials of the facilitators

9. **EXCLUDED ACTIVITIES**

VOCA funds cannot be used to fund or support the following activities:

1. Lobbying – VOCA-VA funds cannot support lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy, whether conducted directly or indirectly.

2. Research and studies – VOCA-VA funds cannot support research and studies, except for project evaluation as identified under Section 94.121(j) of the Final Rule regarding allowable sub-recipient administrative costs.
3. Active investigation and prosecution of criminal activities – VOCA-VA funds cannot be used to support the active investigation and prosecution of criminal activity, except for the provision of victim assistance services (e.g., emotional support, advocacy, and legal services) to crime victims, under Section 94.119 of the Final Rule, during such investigation and prosecution.

4. Fundraising activities – VOCA-VA funds cannot be used to support any fundraising activities.

5. Capital expenses – VOCA-VA funds cannot be used to pay for costs such as capital improvements, property loss and expense, real estate purchases and mortgage payments, and construction costs, except as specifically allowed by other provisions of the Final Rule.

6. Compensation for victims of crime – VOCA-VA funds cannot be used to reimburse crime victims for expenses incurred as a result of a crime, except as allowed by other provisions of the Final Rule.

7. Medical care – VOCA-VA funds cannot be used to pay for medical care except as otherwise allowed by other provisions of the Final Rule.

8. Salaries and expenses of management – VOCA-VA funds cannot be used to pay for salaries, benefits, fees, furniture, equipment and other expenses of executive directors, board members, and other administrators, except as specifically allowed by other provisions of the Final Rule.

Please see the Final Rule (Attachment 1) for more detail.

10. FUNDING

A. Funding for this RFP is provided by the U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance (VOCA-VA) Grant Program. The anticipated project start date is July 1, 2019. $2,000,000 in VOCA-VA funds will be available for fiscal year 2019-2020. The amount represents the monies available for all funded projects. It is not a per-project funding amount. OVS anticipates that a similar amount of funding will be available for each subsequent year of the contract.

OVS has not predetermined the number of awards to be made. Our goal is to enhance existing services currently available in the cities of Bridgeport and Hartford. We reserve the right to limit awards to avoid duplication of services unless there is a demonstrated need for all services in that area.

B. VOCA-VA grant funds must be used to enhance or expand services and must not be used to supplant State and local funds that would otherwise be available for crime victim services.

C. OVS requests proposals to provide direct services to crime victims as of July 1, 2019, according to the requirements set forth in this RFP. The initial contract period shall be for 24 months commencing on the 1st day of July, 2019. The contract may be extended, under the same terms and conditions, with a contract amendment signed by both parties.
for a period not to exceed two (2) twelve-month periods. The extensions are contingent upon availability of funds. Updated budget documents will be requested for remaining years of the contract including any extensions.

D. VOCA Match - Non-federal matching funds of not less than 20 percent of the total VOCA-VA funded victim services project are required. Funds designated as matching funds are restricted to the same uses as VOCA-VA funds and must be expended within the contract period. Matching funds can be provided from a variety of sources including local agency funds, other state agency funds (from non-federal grants), the value of in-kind services, and the value of volunteer services.

11. **VOCA-VA ELIGIBILITY REQUIREMENTS**

VOCA establishes eligibility criteria that must be met by all organizations that receive VOCA-VA funds. Each recipient of VOCA-VA funds shall meet the following criteria:

a. Organizations must be operated by nonprofit entity and provide services to crime victims.

b. Organizations must have a demonstrated record of providing effective services to crime victims and support from sources other than the Crime Victims Fund.

c. Organizations must have substantial financial support from sources other than the Crime Victims Fund.

**Note:** A program has substantial financial support from sources other than the Crime Victims Fund when at least twenty-five percent of the program’s funding in the year of, or the year preceding the award comes from such sources, which may include other federal funding programs. If the funding is non-federal (or meets the DOJ Grants Financial Guide exceptions for using federal funding for match), then a program may count the used funding to demonstrate non-VOCA substantial financial support toward its project match requirement.

d. Organizations must make use of volunteers.

**Note:** Programs shall use volunteers, in order to be eligible for VOCA funds. OVS may waive this requirement, provided that the program submits written documentation of its efforts to recruit and maintain volunteers, or otherwise demonstrate why circumstances prohibit the use of volunteers, to the satisfaction of OVS.

e. Organizations must promote community efforts to aid crime victims.

Coordinated public and private efforts to aid crime victims may include, but are not limited to, serving on federal, State, local, or tribal work groups to oversee and recommend improvements to community responses to crime victims, and developing written agreements and protocols for such responses.

f. Organizations must provide assistance to victims in applying for victim compensation benefits.

g. Organizations must comply with federal rules regarding non-discrimination in services.
h. Organizations must provide services to federal crime victims on the same basis as victims of state/local crimes.

i. Organizations must provide services to crime victims at no charge through the VOCA-VA funded project.

j. Organizations must maintain confidentiality of client-counselor information as required by law.

k. Organizations must maintain confidentiality of research information except as otherwise provided by federal law.

Please see the Final Rule (Attachment 1) for more detail on these eligibility requirements.

12. ELIGIBLE ORGANIZATIONS

OVS is seeking proposals from community-based agencies under this RFP. To be eligible to receive VOCA-VA funds from OVS, these organizations must be located within the State of Connecticut. Documentation of an agency’s nonprofit status as well as their corporate status with the Connecticut Office of the Secretary of the State will be required for inclusion in the proposal submission. Grants cannot be made to individuals or for-profit organizations.

Eligible organizations include:

a. Organizations whose purpose is to provide services to crime victims.

b. Organizations that have components that offer services to crime victims if the funds are used to expand or enhance the delivery of services to crime victims.

Note: For faith-based organizations that are interested in applying, services must be offered to all crime victims without regard to religious affiliation or contingent upon participation in a religious activity.

Please see the Final Rule (Attachment 1) for more detail on these eligibility requirements.

13. LETTERS OF SUPPORT

Respondents are required to submit a minimum of three (3) letters of support for the proposed project from appropriate community agencies. The diversity of letters of support and the strength of their support will be assessed. Letters of support should show collaboration, community involvement, and relationship with the communities served.

- Letters of support should contain the name, title, and daytime telephone number of a person who may be contacted to answer questions regarding knowledge of, collaboration with, and/or working relationship with the proposer or proposed project. Letters must not be about your agency in general. The letters should indicate to the reader that the individual/organization is familiar with the proposed project. Please do not submit form letters or letters from subcontractors, board members or other entities with a financial interest.
• Judicial Branch employees are prohibited from providing letters of support.

• Letters of support must be included in the Appendix of the proposal (letters that are mailed, faxed separately or e-mailed will not be considered). Letters must be addressed to Jeanne Roberge, State of Connecticut Judicial Branch Purchasing Services Office; not “to whom it may concern.”

Note: Refer to Section III – Proposal Submission Guidelines for where to include the letters in the proposal.

14. VOCA-VA ALLOWABLE AND UNALLOWABLE COSTS FOR DIRECT SERVICES

For a listing of allowable and unallowable direct service costs, please see the Final Rule (Attachment 1) for more detail on these eligibility requirements. Costs will be explained in further detail in the Budget and Budget Narrative submission requirements section.

15. COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS

Contractors must comply with all federal, state and local laws, standards, and regulations applicable to the contractor’s facility and services. The contractor must comply with the following:


b. 28CFR Part 94 Victims of Crime Act Victim Assistance Program Final Rule (eff. August 8, 2016), which is included in this RFP as Attachment 1 and is available online at https://www.gpo.gov/fdsys/pkg/FR-2016-07-08/pdf/2016-16085.pdf.


f. All terms and conditions applicable to and made part of this contract.

g. Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-free Workplace Requirements (Attachment 2).

h. Disclosure of Lobbying Activities (Attachment 3).

i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions (Sub-recipient) (Attachment 4).

j. Certification of Compliance with Federal Rules Regulating Grants (Attachment 5).
k. The use of volunteers is mandatory under VOCA regulations. If you are not proposing to use volunteers under this RFP, a Volunteer Waiver Request form must be included with the proposal submission. The form is included as Attachment 6.

l. Certification regarding Proposer Match. Match provided must be from non-federal sources, is restricted to the same use as VOCA-VA funds and does not constitute match for any other award or grant (Attachment 7).
1. **BUDGET**

In order to be considered for award of a contract, all Proposers must complete and submit the required Budget form (Attachment 8) for fiscal year 19/20. This section offers guidance on how to complete the form. Dollar values must be rounded off to the nearest whole dollar.

Please note, the Budget will be evaluated on the following items:

- Accuracy of figures
- Allowability of costs
- Level of detail provided
- Reasonableness of budget items, and
- Allowability of match

a. Non-federal matching funds of twenty (20) percent of the total project cost for the requested victim services project are required. If the proposer is a Native American tribe or organization, the matching funds requirement is five (5) percent. Matching funds can be provided from a variety of sources including local agency funds, non-federal grants from other state agencies, the value of in-kind services, and the value of volunteer services. Funds designated as matching funds are restricted to the same uses as VOCA-VA funds and must be expended within the contract period.

i. **VOCA Match Waiver**

OVC may waive the match requirement if extraordinary need is documented. Applicants seeking a waiver for all or a portion of the required 20 percent match must submit a VOCA-VA Match Waiver Request letter to OVS with the proposal. The waiver request must provide specific reasons for the need to have the match requirement waived. Proposals with match waiver requests that are selected for funding will not be finalized until a decision is made on the match waiver request. OVS will forward all match waiver requests to OVC for approval.

*Note:* Match waiver requests are granted for one year only. If an agency selected for funding would like a waiver for subsequent years of the contract, it will need to submit a request each year. If a match waiver request is denied in any year of the contract, the agency will be responsible for providing the required 20 percent match, or OVS will reduce the federal award to an amount that can be supported by the match that the agency is able to provide.

b. Costs for which VOCA funds may be used under this project are set forth in the Final Rule and include the following:

   i. Personnel costs - Personnel costs that are directly related to providing direct services and supporting activities, such as staff and coordinator salaries expenses (including fringe benefits), and a prorated share of liability insurance;
ii. Skills training for staff - Training exclusively for developing the skills of direct service providers, including paid staff and volunteers (both VOCA-funded and not), so that they are better able to offer quality direct services, including, but not limited to, manuals, books, videoconferencing, electronic training resources, and other materials and resources relating to such training.

iii. Training-related travel - Training related costs such as travel (in-State, regional, and national), meals, lodging and registration fees for paid direct service staff (both VOCA-funded and not);

iv. Organizational expenses - Organizational expenses that are necessary and essential to providing direct services and other allowable victim services, including, but not limited to, the prorated costs of rent; utilities; local travel expenses for service providers; and required minor building adaptations necessary to meet the Department of Justice standards implementing the Americans with Disabilities Act and/or modifications that would improve the program’s ability to provide services to victims;

vi. Equipment and furniture - Expenses of procuring furniture and equipment that facilitate the delivery of direct services (e.g., mobile communication devices, telephones, braille and TTY/TDD equipment, computers and printers, beepers, and equipment and furniture for work spaces, and victim waiting rooms), except that the VOCA grant may be charged only the prorated share of an item that is not used exclusively for victim-related activities;

vii. Operating costs - Operating costs include but are not limited to:

- Supplies;
- Equipment use fees;
- Property insurance;
- Printing, photocopying, and postage;
- Courier service;
- Brochures that describe available services;
- Books and other victim-related materials;
- Computer backup files/tapes and storage;
- Security systems;
- Design and maintenance of Web sites and social media;
- Essential communication services, such as web hosts and mobile device services.

viii. VOCA administrative time – Costs of administrative time spent performing the following:

a. Completing VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics;

b. Collecting and maintaining crime victims’ records;

c. Conducting victim satisfaction surveys and needs assessments to improve victim services delivery in the project.
ix. Leasing or purchasing vehicles – Costs of leasing or purchasing vehicles, as determined by OVS after considering, at a minimum, if the vehicle is essential to the provision of direct services;

x. Maintenance, repair, or replacement of essential items - Costs of maintenance, repair, and replacement of items that contribute to maintenance of a healthy or safe environment for crime victims (such as routine maintenance, repair costs, and automobile insurance for leased vehicles), as determined by OVS after considering, at a minimum, if other sources of funding are available;

xi. Funding the prorated share of audit costs; and

xii. Project evaluation - Costs of evaluations of specific projects (in order to determine their effectiveness).

The primary purpose of VOCA-VA funding is to provide direct services to crime victims. Costs for non-direct service activities are eligible if they are necessary and essential to the provision of direct services where no other source of support exists. OVS reserves the right to limit the amount of VOCA-VA funds awarded for these purposes.

c. The in-kind value of volunteer services can be used as match for the project. The following categories of volunteer service will be considered:

- Clerical
- Direct service
- Professional/consultant

The value of volunteer hours in each of these categories may be set based upon the agency’s current wages for similar positions. Proposers must be able to submit documentation regarding wages, if requested (i.e., copies of agency pay scales).

d. Prorated cost of equipment that provide or enhance services to crime victims may be funded with federal grant funds.

e. Consultant costs are limited to $650 per 8-hour day. This amount must be prorated for activities that are less than 8 hours in duration. The maximum hourly rate is $81.25/hr.

f. Rental costs are limited to the fair market value for similar facilities in the proposer’s locality.

g. Indirect costs are allowable under the VOCA-VA Final Rule in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The uniform requirements require federal agencies to accept negotiated indirect cost rates (section 2 C.F.R. § 200.414 (2014)).
Section 200.414(f) states that “any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph (d)(1)(B) may elect to charge a de minimis rate of 10% of Modified Total Direct Costs (MTDC) which may be used indefinitely. As described in § 200.403 factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

(g) Any non-Federal entity that has a federally negotiated indirect cost rate may apply for a one-time extension of a current negotiated indirect cost rates for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.”

Modified Total Direct Costs (MTDC) is defined by the uniform requirements (2 C.F.R. § 200.68 (2014)) as: “MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and sub-awards and subcontracts up to the first $25,000 of each subaward or subcontract (regardless of the period of performance of the sub-awards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each sub-award and subcontract in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.”

i. If the proposer currently has a federally negotiated indirect cost rate, then that rate can be used in the budget proposal. A copy of the federally approved indirect cost rate notification must be submitted with the proposal.

ii. If the proposer’s approved rate is less than 10 percent, the approved rate must be used, not the de minimis rate.

iii. If the proposer has never received a negotiated indirect cost rate, then the proposer is allowed to use the de minimis rate of 10 percent.

iv. Regardless of the rate used, the percentage must be applied to Modified Total Direct Costs as defined by the uniform cost principles.

v. The 20 percent match will be calculated on the total costs, including any indirect costs requested in the budget.

Note: Indirect costs can be requested under VOCA or used towards the match requirement. For agencies that have an approved indirect rate that exceeds 10%, the amount requested under VOCA cannot exceed 10% of the Modified Total Direct Costs requested under VOCA.

The primary purpose of VOCA-VA funding is for direct service. Decisions on the amount of funds awarded for indirect cost will be based upon the availability of funds compared to the total funds requested for awarded contracts.
2. **BUDGET NARRATIVE**

Respondents must provide a detailed explanation of all costs included on the budget worksheet. For projects that will subcontract VOCA-VA funded services, please detail all subcontractor costs using the line items specified in this RFP.

All budgets and budget narratives shall address the following line items, as appropriate:

i. **Personnel**

   a. Provide information by title, including name, or, “to be determined” if position is new or currently vacant, annual salary or hourly rate, the percentage of time devoted to the proposed project, project hours, and total hours per week, for each full-time and part-time position included in the budget. *Note: compensation paid for employees engaged in grant activities must be consistent with that paid for similar work in the proposer’s agency.*

   b. The value of volunteer hours should be reported in this section under Applicant Match, and should be set based upon the agency’s prevailing wages for similar positions. Proposers must be able to submit documentation regarding wages, if requested.

   c. Fringe benefits must be based on actual known costs or an established formula. Fringe benefits are for the personnel included on the Budget form and only for the percentage of time devoted to the project.

   *Note: Fringe benefits can be calculated on the value of volunteer hours and included in the budget to meet the match requirement.*

ii. **Travel**

   Explain all travel expenses necessary for direct services to victims. Itemize travel expenses by project personnel by purpose, e.g., staff to in-state training, field interviews, and home visits at proposer’s approved rate which must not exceed the current federal rate as determined by the Internal Revenue Service. Identify the location of travel, if known.

   *Note: Out of state conference-related travel should be included in the Other category along with any conference-related registration expenses.*

iii. **Equipment**

   List non-expendable items that are to be purchased. Explain how the equipment is necessary for the project’s success. If equipment will be used for non-project services, the cost of the equipment must be pro-rated based upon project usage. Describe the procurement method to be used.

   *Note: Expendable items must be included in the Supplies Expense category. Rented or leased equipment costs must be listed in the Contracted Services category.*
iv. Supplies

Generally, supplies include any materials that are expendable or consumed during the
course of the project. List supplies by type (office supplies, postage, training materials,
program brochures, copy paper, and other expendable items such as publications). Funds
for emergency client needs (bus passes, meal passes, gift cards, etc.) should also be
reported on this line. Provide the basis for computation.

Note: Projects requesting funds for gift cards and passes must include a brief narrative
stating what procedures are in place to monitor the purchase, storage, and
distribution of gift cards and passes.

While meal passes are allowable costs, the cost of food for use in meetings, trainings
and group/peer support sessions is not allowable under VOCA or for use as match.

v. Contracted Services

Describe the services to be purchased, the name, and qualifications of consultants, and
the proposed fee or rate of payment (not to exceed $81.25/hr. or $650 for an eight-hour
day for consultants).

For subcontracted services, please provide a list of organizations and the estimated
funding levels for each organization. Subcontracted services must be budgeted by the
same budget categories as all other VOCA-VA funded services.

vi. Facilities

Provide documentation for the method used to allocate facility costs (rent/lease, utilities,
and maintenance) that are included in the proposal. Provide the location, square footage,
and the cost per square foot for rent/lease, and provide a monthly rental/lease cost and
how many months to be rented/leased. Provide the appropriate pages of the rental/lease
agreement that include the square footage and the cost per square foot for rent/lease, and
monthly rental/lease cost and how many months to be rented/leased for facilities costs
budgeted. Such pages must be included in the Appendix of the proposal.

vii. Other

List expenditures for costs not covered in other categories. Other costs may include
training and conferences, pro-rated share of audit, telephone, cellular telephone, beeper,
renter’s insurance, business insurance, malpractice insurance, photocopying and
printing, newsletters and literature, and membership dues and fees. Funds for relocation
and transitional housing costs should also be reported here. Provide the basis for
computation.

Please note the following items:

a. Pro-rated share of audit costs are eligible for funding only if the agency is subject
to a federal A-133 single audit. If the proposer is exempt from filing a federal
single audit, then audit costs cannot be included in the budget.
b. Agencies requesting funding for relocation and transitional housing costs must include a brief narrative stating what procedures are in place for the payment of security deposits, utilities, rental assistance and any other related costs. Procedures should indicate how eligibility is determined; the reimbursement process; and what documentation will be maintained for these costs.

viii. Indirect Cost

Funds budgeted for indirect costs, if any, should be reported in this section. Please indicate if the agency is electing to use the 10% de minimis rate, or the agency's approved indirect cost rate.

Refer to Section III – Proposal Submission Guidelines to incorporate all necessary budget information into the proper section of the proposal.
1. **PROPOSAL DELIVERY REQUIREMENTS**

A. Respondents shall submit:

- one (1) signed, printed and bound original, marked as such.
- one (1) hard copy, identical to the bound copy marked as such.
- one (1) electronic copy, identical to the original copy, (PDF format on CD ROM or USB flash drive). The electronic copy is to be one (1) file as opposed to multiple documents.

Proposals shall be submitted by the date specified in Page 1 of the RFP. Late proposals will not be accepted.

B. Proposals must be submitted in sealed packages. Packages must clearly identify the title of the RFP, contract number, date and time proposal is due, and the name and address of the respondent.

C. Proposals must adhere to the following:

- The project narrative is limited to no more than 25 double-spaced, typewritten pages. Page limits are maximums, not approximations. Proposers must successfully describe their project within this limit. The page limitation does not include forms, certifications/assurances, or appendices.
- Use only the forms provided in this RFP.
- Please do not submit double-sided documents.

Failure to follow instructions for submission will be reflected in the scoring.

3. **PROPOSAL CONTENT**

Sections A – K below outline the content required for each proposal. Please respond to each question separately, and use the same section headings and letter/numbering system outlined in this RFP.

A. **Proposal Summary** – Complete, sign, and submit the Proposal Summary form (Attachment 9) for fiscal year July 1, 2019 – June 30, 2020.

*Note: This section will only contain the Proposal Summary form.*

B. **Description of Respondent**

1. Describe the proposing agency’s primary mission and purpose.

2. Describe the agency’s major activities, services, or projects, including the clients or constituents served.

3. Discuss services and programs currently provided to crime victims.
4. Describe agency activities that promote, within the community served, coordinated public and private efforts to aid crime victims (i.e., participation on local task forces, multi-disciplinary teams, committees, etc.)

5. Describe your organization's financial management system including the period of your fiscal year, accounting and record keeping methods, and the personnel responsible for fiscal oversight of expenditures for the agency and the proposed project.

6. Provide a list of the names, titles, and roles in the community of the agency's principal officers, directors, and board members.

7. Provide an organizational chart for the agency and an organizational chart for the division/unit that includes the proposed project.

C. Project Need

1. Describe the need for the proposed project including descriptive and statistical data (i.e., assessments, crime patterns, statistics, surveys and anecdotal information); the need in the agency's proposed service area; and the nature and extent of the issues requiring services.

2. Describe how the proposed project relates to the agency's primary mission and purpose.

3. Describe the role of the proposed project in context of other services that are currently provided by the agency.

4. Describe how the proposed project will complement existing crime victim services already in place in the community to be served.

D. Project Description

1. Provide a description of the proposed project and an overview of service delivery from the initial contact through case closure. The description must include the following:
   - initial referral/intake activities to determine project eligibility,
   - typical services to be offered,
   - coordination of services/referrals with other agencies in the community (i.e., law enforcement, social service agencies, other victim service providers, etc.), and
   - case closeout activities

2. Describe how the proposer will inform clients of the availability of the OVS Victim Compensation program, and what assistance will be provided to individuals who wish to apply to the program.
3. List locations where services will be provided (e.g., agency’s main office, satellite offices, community sites, victims’ homes). If home visits will be conducted, discuss mechanisms to ensure the safety of staff and clients, confidentiality of services, etc.

4. Provide a Time-Task Chart that details important project milestones /events: staff recruitment, staff training/orientation, initial outreach activities, anticipated start date of service delivery, date of full project implementation, and project evaluation and outcome measurement efforts, as applicable.

5. Scope of Services - Proposers must complete and include in this section the Scope of Services form (Attachment 10). The document must provide clearly defined goals, objectives, and activities for the proposed project. Goals and objectives must be measurable, attainable, and related to the stated need. Project activities must be clearly identified, detailed, and logical. Only eligible direct service activities conducted by project staff should be listed.

   **Note:** Proposed services must align with the eligible service categories as indicated on page 18.

E. **Number of Victims to be Served/Staff Case Load**

1. Provide information on the projected number of crime victims to be served, and how the projected number was determined.

   For projects that will subcontract VOCA VA-funded services, include projections for each subcontractor.

2. Describe the average case load per direct service staff position.

F. **Staffing**

The proposer is responsible for the recruitment, hiring, and supervision of staff. The proposer will employ the staff and will be an independent contractor of OVS. The proposer is responsible for all expenses related directly or indirectly to the employment of the staff.

Funded projects are expected to maintain qualified staff, adequate for project operation and service delivery population served. Project staff must have experience providing direct services to crime victims in crisis intervention, criminal justice, or a human services field.

In this section, please provide information on the qualifications (skills, experience, and education) of project staff to provide services to crime victims. The proposal must demonstrate that staff assigned to the project are adequately educated, trained, or experienced to undertake project activities.

1. Provide the following information for all administrators, managers, supervisors, and direct services staff assigned to the project:
   
   i. Staff name, position, and qualifications, including years of experience and length of time at the agency
ii. VOCA-VA eligible duties during time assigned to the project

iii. Number of hours per week to be spent on project duties (VOCA-VA plus match)

iv. Staff supervision structure

v. Updated resume

vi. Updated job descriptions for all positions identified in the proposed budget

Note: Project staff identified in the section must match the project staff identified in the proposed budget for the project. Please do not discuss staff that are not included in the budget. Project hours must agree to the project hours in the proposed budget as well.

2. Describe the orientation and training of staff, including all pre-service training, agency orientation, in-service training, project-specific training, and outside training as well as how the trainings relate to services to crime victims.

3. The use of volunteers is mandatory under VOCA guidelines. Any organization with a compelling reason for not using volunteers must include an explanation in the proposal and submit a volunteer waiver request (Attachment 6). Otherwise, proposers must describe the volunteer services that will be provided for the project. Be sure to include:

- Functions for which volunteers are used – please provide a job description or list of duties for project volunteers

- The projected number of volunteers who will provide services under the project and the number of volunteer hours per week

- Process for screening of volunteers for appropriateness in working with crime victims.

Note: Waivers must be approved by the Director, Office of Victim Services in order to be valid. OVS considers the following as compelling reasons for not using volunteers: (1) Statutory provisions that bar the use of volunteers and (2) Documentation of a lack of volunteers after a sustained and aggressive recruitment effort.

G. Cultural Competency, Program Accessibility, and Services to Individuals with Limited English Proficiency (LEP)

Persons with LEP are individuals who do not speak English as their primary language and have a limited ability to read, speak, write, or understand English. LEP individuals are to be provided meaningful access to programs and services. Meaningful access will generally involve a combination of oral interpretation services and written translation of vital documents. The contractor is responsible to take reasonable steps to arrange for
language assistance for services or encounters within their facilities. Language assistance must be provided in a culturally competent manner.

1. Describe agency plans for ensuring cultural competence in service delivery.

2. Describe how victims with disabilities will be served (accessibility of agency facilities, services to hearing impaired and visually impaired individuals, etc.)

3. Describe in detail how the proposer complies with Federal requirements to provide services to LEP clients (access to translators, contracts with third party providers, etc.).

H. Budget and Budget Narrative

This section must present a reasonable and sound budget and detailed narrative in support of the project plan. Note: Refer to Section II – Budget and Budget Narrative for the thorough guidelines that have been provided.

1. **Budget**
   Complete and submit in this section your proposed budget using the Budget Form (Attachment 8). Dollar values must be rounded off to the nearest whole dollar. Be sure to check the accuracy of all figures, the reasonability of the budget items, the allowability of costs and match, and provide all details as requested.

2. **Budget Narrative**
   Submit a budget narrative that addresses each of the following budget categories. If a category is not applicable, indicate that as your response for that section. Respondents should refer to Section II - Budget and Budget Narrative for the thorough guidelines that have been provided. To ensure all items are addressed some guidance has been included below.

   i. **Personnel & Fringe**: provide name or “to be determined”, title, annual salary or hourly rate, % of time devoted to the proposed project, project hours and total hours per week for all staff included in the budget. Explain how Fringe is calculated. Report the value of volunteer hours being included as Applicant Match.

   ii. **Travel**: Explain how travel expenses included in the budget are necessary for direct services to victims. Include the purpose and identify the location if known.

   iii. **Equipment**: Explain how the equipment is necessary for the project’s success. Indicate if any equipment in the budget has been pro-rated to account for non-project use. Describe the procurement method to be used to obtain the equipment.

   iv. **Supplies**: Provide a brief summary of the expendable or consumable supplies to be used for the project. If emergency client needs (gift cards, bus passes, etc.) have been included in the budget indicate that. Provide the basis for computation. Describe procedures in place to monitor the purchase, storage and distribution of these items.
v. **Contracted Services**: describe the services to be purchased, names of Consultants and the proposed fee or rate of payment. For subcontracted services, list the organization and funding levels for each.

vi. **Facilities**: Provide the location, square footage, cost per square foot for rent/lease, monthly rental cost and number of months. Clearly show the method used to allocate facility costs, including utilities and maintenance. Include in the Appendix the pertinent pages of the rental/lease agreement to verify these costs.

vii. **Other**: Provide the costs, and basis for computation, of all other items not covered in other categories. Funds for relocation and transitional housing should be clearly noted if applicable along with the procedures for payment of security deposits, utilities, rental assistance and any other related costs. Include how eligibility is determined, the reimbursement process and what documentation will be maintained for these costs.

viii. **Indirect costs**: Provide the indirect cost rate, if applicable, noting if the 10% de minimis rate or the agency’s approved rate is being used.

I. **Evaluation**

Explain how the agency will evaluate the impact of the VOCA-VA project services on victims served. Include information on how evaluations are conducted, the types of evaluation instruments used, when they are used, and how the results are used by the agency to evaluate its’ services to victims of crime.

J. **Certification and Disclosure Documents**

Provide the following documents in the order listed.

1. **Certification Regarding Lobbying; Debarment, Suspension and Other Responsibilities; and Drug-Free Workplace Requirements** - Complete one Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-free Workplace Requirements form (Attachment 2) for each separate project seeking funding.

2. **Disclosure of Lobbying Activities** – Complete one Disclosure of Lobbying Activities form (Attachment 3) for each separate project seeking funding. To execute this document, the proposer must complete the form using the attached Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities, as well as the following instructions:

   Item 4: Check “Sub-awardee” and fill in the proposer’s full legal name and address
   Item 8: Leave blank
   Item 9: Leave blank
   Item 10: Signify if the proposer does not conduct lobbying activities. If the proposer does lobby on the federal level, contact the State of Connecticut Judicial Branch Purchasing Services Office as soon as possible to determine eligibility for this award.
3. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions (Subrecipient)** – Complete, sign, and submit the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions (Subrecipient) form (Attachment 4).

4. **Certification of Compliance with Federal Regulating Grants** – Complete, sign, and submit the Certification of Compliance with Federal Rules Regulating Grants form (Attachment 5).

5. **Proposer Match Certification** – All proposers must complete, sign, and submit the Proposer Match Certification form, (Attachment 7) certifying that matching funds are from non-federal sources, restricted to the same use as VOCA VA-funds, and not used as match for any other grant or award.

   a. Indicate the source of the matching funds and whether the match is cash or “in-kind.” “In-kind” is defined as the value of something received or provided that does not have a cost associated with it, such as the value of donated services. An example of in-kind match is the valuation of volunteer services.

   b. Matching funds must be committed upon submission of the proposal.

   c. If the proposer is requesting a waiver of all or a portion of the required match, please complete the Match Certification form, indicating that you will be requesting a match waiver and the amount of the match that you are requesting be waived. **This is in addition to the Match Waiver Request letter.**

K. **Administrative Documents**

Provide the following documents in the order listed.

1. **Page 3** of this bid document must be completed in its entirety and signed. **Failure to submit this page will be cause for disqualification from the RFP process.**

2. **Exhibit A** – If applicable, failure to return the affidavit upon request will be grounds for disqualification from the bid process. If not applicable, Instruction Statement 17(b) on page 3 must be initialed and checked as such. If not applicable, submittal of the affidavit is not required.

3. **CHRO status** – Complete the Contract Compliance Questionnaire, JD-ES-113 (Exhibit B) and the Federal Certification of Compliance, JD-ES-113F (Exhibit C).

4. **Gift Certification** – If applicable, complete Gift Certification (Exhibit D).

5. **Company Affidavit** – Complete Exhibit J (or Exhibit J-1 if sole proprietor).

6. **Iran Certification** – If applicable, complete Iran Certification (Exhibit L).
L. **Appendix**

The following items should be included and labeled as Appendices 1-6:

1. **Letters of Support** – Submit a minimum of three (3) letters of support for the prosed project from appropriate community agencies. Refer to Section I – General Information, paragraph 13 for additional guidance.

2. **Facility rental/lease agreement** – a copy of the rental/lease agreement, or appropriate pages of such, to document the costs charged in the budget.

3. **Documentation of Nonprofit Status** - VOCA-VA subgrants are awarded to public or nonprofit organizations. If the proposer is a nonprofit organization, submit a copy of U.S. Internal Revenue Service documentation verifying nonprofit status. Also include a copy of the most recent filing of corporate status with the Connecticut Office of the Secretary of State as well.

4. **Insurance Requirements** - Insurance coverage must meet the minimum limits and requirements outlined on page 3 of this RFP and the State of Connecticut Judicial Branch must be named as an additional insured. Include a copy of the proposer’s current insurance policy summary pages in this section. For new programs not covered by the proposer’s current policy, include a copy of the quote/binder from the insurance agent or a timetable/plan to secure insurance to coincide with the contract start date.

5. **Board Action Authorizing Official To Apply For Organization Funding** – If the proposer is a nonprofit organization, include documentation from the Board of Directors that authorizes the official to sign on behalf of the organization to apply for funding.

6. **Audited Financial Statements** - A copy of the proposer’s most recent audited financial statements and, where applicable, the State Single Audit and/or the Federal A-133 Single audit must be included.
1. **EVALUATION**

Proposals received in response to this RFP will be evaluated in accordance with the following criteria:

a. Description of Applicant  
b. Project Plan  
c. Organization and Staffing  
d. Evaluation  
e. Budget  
f. Overall Understanding of Proposal Requirements and Completeness of Submission

*Note:* Not all Evaluation Committee members may be familiar with a specific agency's proposed project. Ensure that the proposal is easy to read. At any time during the evaluation process, the Purchasing Coordinator may initiate discussions with proposers to clarify aspects of the proposals; however, proposals may be accepted and evaluated without such discussions.

2. **CONTRACT AWARD**

Contract awards will be subject to successful negotiations, if necessary. Any proposal selected under this RFP will be funded by an Agreement executed between the State of Connecticut Judicial Branch and the selected contractor. The selected contractor(s) will be required to execute an agreement with the Judicial Branch, a sample copy is included below. The final agreement will include: the contract term, approved funding level, payment schedule, and if applicable, any special terms and conditions agreed to as a result of negotiations.

Proposers must accept or reject an award within 14 days of the award date.

The final award package containing all contract documents will be signed by representatives of the contractor, OVS, and the State of Connecticut Judicial Branch Purchasing Services Office. A copy of the signed Agreement will then be returned to the contractor and a purchase order will be generated.

3. **SAMPLE CONTRACT DOCUMENT**

The terms and conditions in the following sample Agreement are provided for reference only and are subject to modification by the Branch.
Agreement Between
The State of Connecticut
Judicial Branch and
CONTRACTOR NAME
CONTRACT NUMBER XXXX-XX

This Agreement is by and between the State of Connecticut Judicial Branch with an office located at 90 Washington Street, Hartford, Connecticut, 06106 (hereinafter “Judicial Branch”) and CONTRACTOR NAME, with an office located at STREET ADDRESS, CITY, CT ZIP (hereinafter “Contractor”) for the purpose of providing victim assistance services under the PROGRAM NAME for the Office of Victim Services, Superior Court Operations Division of the State of Connecticut Judicial Branch.

This Agreement, including the provisions of Exhibit A, Scope of Services and Exhibit B, Budget, and Exhibit C, Reporting Requirements (attached hereto); the terms and conditions of RFP# XXXXX, as modified herein; the response to RFP # XXXXX, and the Judicial Branch Purchase Order constitute the Entire Agreement between the parties hereto and supersede all previous agreements, promises and or representations whether written or oral.

The Entire Agreement is also subject to all applicable state and federal laws and regulations, including, but not limited to the Victims of Crime Act, the Final Program Guidelines For the Federal Victims of Crime Act Victims Assistance Grant Program (2016 and as may be revised from time to time), Office of Justice Programs Financial Guide (in effect at the date of this agreement and as may be revised from time to time), and Guide for Administration of Victims of Crime Act Victims Assistance Grant Program Contracted Services.

The Judicial Branch and the Contractor agree that the Contractor shall render services to the Judicial Branch Office of Victim Services as described in Exhibit A, Scope of Services, according to all the terms and conditions of the Entire Agreement. The Judicial Branch shall pay the Contractor the amount indicated payable for services provided according to Exhibit B, Budget. Programs shall be delivered in a manner acceptable to the Judicial Branch. The Judicial Branch hereby agrees to compensate the Contractor for services performed in accordance with the scope of services identified in Exhibit A of this agreement.

Representative of the Contracting Parties - The Following persons shall represent the parties to this Agreement for any notification and communications as may be required:

Representing the State of Connecticut Judicial Branch
Office of Victim Services and Administrative Services
Linda J. Cimino - Director Office of Victim Services
225 Spring Street, Wethersfield, CT 06109

Representing

Agency Name

Name and Title

City, State, Zip
1. **Priority of Documents**
   In the event of a conflict between documents that form the Entire Agreement, the order of priority is: this Agreement, including the provisions of Exhibit A, Scope of Services, Exhibit B, Budget, and Exhibit C, Reporting Requirements (attached hereto), the terms and conditions of RFP # XXXXX, the Judicial Branch Purchase Order, and the response to RFP # XXXXX.

   Notwithstanding the preceding paragraph, in the event of a conflict between the Scope of Services in Exhibit A (attached hereto), and the terms and conditions in Sections A through C of this Agreement and RFP # XXXXX, the terms and conditions in Sections A through C of this Agreement and the terms and conditions of RFP # XXXXX control.

2. **Term**
   All work to be performed pursuant to this Agreement and in accordance with the scope of services described in Exhibit A, Scope of Services shall be completed by TBD. This agreement shall commence TBD. Notwithstanding the foregoing, the Judicial Branch reserves the right to terminate this Agreement at any time on thirty days (30) advance written notice.

3. **Funding**
   The services rendered by the Contractor pursuant to this Agreement shall be subject to the appropriation of funds. The estimated value of this agreement award is $ in Federal funds, $0.00 in State General funds, and $0.00 in State Match funds as detailed in Exhibit B. The budget is for Victim Assistance Services under RFP # XXXXX for one year. Notwithstanding any provision in this Agreement to the contrary, if the Judicial Branch’s appropriation for this purpose is insufficient or is reduced, or if funds are reduced by subsequent Federal or State Executive or Legislative action, the Judicial Branch reserves the right to reduce the funding under this Agreement or terminate this Agreement entirely without notice.

   The Project is funded as follows:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>ID#s</th>
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<tbody>
<tr>
<td>Victims of Crime Act Victim Assistance Grant</td>
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<tr>
<td>General funds</td>
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<td>Match</td>
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   **Project Total:**

   The specific allocation of these amounts is detailed in the attached Budget in Exhibit B.

4. **Reports**
   The Contractor shall submit reports in accordance with the requirements specified in Exhibit C, Reporting Requirements, and on an as needed basis at the request of OVS. Reports shall provide details regarding services that have been performed under Exhibit A (Scope of Services) during the preceding quarter. The Contractor must submit one (1) copy of said report to the Director of OVS or the Director’s designee. If the Director or Director’s designee believes a completed report does not conform to the requirements of the Agreement, the Director or Director’s designee shall notify the Contractor in writing thereof, and shall indicate with particularity wherein the report fails to conform. The Contractor shall within the time frame established, correct the report and resubmit the corrected report to the Director. In the absence of such notice of non-conformance, acceptance by the Director shall be presumed.
5. **Modification**
No amendments or changes may be made to the terms and conditions of this Agreement (including, but not limited to Scope of Services, timetables or terms of agreement, price, cost or budgetary adjustments), without the mutual written consent of the parties hereto.

6. **Fiscal Controls**
The disbursement of funds awarded under this Agreement shall consist of payments made monthly or quarterly as agreed upon, in arrears, for expenditures incurred in accordance with the Budget and upon receipt and acceptance of Reports in accordance with Exhibit C, Reporting Requirements, and the review and reconciliation of contract allocations and expenditures. The Contractor shall establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. Fiscal control and fund accounting procedures that assure proper disbursement of, and accounting for, grant funds will be established. Accounting procedures will provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls will be adequate to insure that expenditures charged to grant activities are for allowable purposes and documentation is readily available to verify that such charges and documentation are accurate.

**SECTION B - CONNECTICUT JUDICIAL BRANCH CONDITIONS**

1. **Cost Allocation Plan Approval**
The Contractor is required to submit copies of all Board approved Cost Allocation Plans for direct, allocable as direct and administrative and general costs at the beginning of each fiscal year. In addition, the Contractor is required to provide copies of all associated administrative and general and allocable as direct cost pool allocation spreadsheets, prepared under the auspices of the approved Cost Allocation Plan. Both the Cost Allocation Plans and the associated spreadsheets will be provided to the Division of the Judicial Branch from which the Agreement originates. The Judicial Branch reserves the right to review and approve all such Cost Allocation Plans and associated spreadsheets submitted.

2. **Approval Notification and Purchase Order**
The Judicial Branch assumes no liability for payment under the terms of this Agreement until the Contractor is notified that this Agreement has been approved by the Judicial Branch and a purchase order has been issued.

3. **Contractor Responsibility for Unremunerated Specific Costs**
The Contractor acknowledges that any services or goods required as a result of the process by which this Agreement originated that are not specified in this Agreement as items requiring remuneration by the Judicial Branch are deemed provided to the Judicial Branch by the Contractor at no cost.

4. **Copyrights and Publications**
The Contractor warrants that it will obtain any necessary authorization(s) for use of any copyrighted material that it distributes under this Agreement. The Contractor further agrees that any publication, press release, newsletter, issue analysis, request for proposal, bid solicitation or any other document describing projects or programs funded wholly or in part with funds awarded by the Judicial Branch shall contain the following statement:
"This project is supported with monies awarded by the Connecticut Judicial Branch. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the Connecticut Judicial Branch."

If the monies awarded by the Connecticut Judicial Branch include federal funding, any publication, press release, newsletter, issue analysis, request for proposal, bid solicitation or any other document describing projects or programs funded wholly or in part with funds awarded by the Judicial Branch shall contain the following statement:

"This project is supported with monies awarded by the Connecticut Judicial Branch and funds under Grant Award No. FEDERAL GRANT NO awarded to the Judicial Branch by the U.S. Dept. of Justice Program Office. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the Connecticut Judicial Branch or the U.S. Dept. of Justice."

The Contractor shall insure that any contract entered into by the Contractor with a subcontractor for a service or program under this Agreement, or any amendment to this Agreement, which results in any publication, press release, newsletter, issue analyses, request for proposal, bid solicitation or any document describing projects or programs funded wholly or in part with funds awarded by the Judicial Branch and the U.S. Department of Justice shall contain a statement acknowledging the funding source(s), as described in the preceding paragraph(s), as applicable.

The Contractor or any of its agents shall not copyright data and information obtained under press release, newsletter, issue analysis, request for proposal, bid solicitation or any other document describing projects or programs funded wholly or in part with funds awarded by the Judicial Branch. Data shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda and documents, whether finished or unfinished, which result from or are prepared in connection with the programs and services performed hereunder.

The Contractor shall submit to the Judicial Branch one copy of all reports and proposed publications resulting from this Agreement twenty (20) days prior to public release.

5. **Service Performance Standards**
The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this Agreement.

6. **Contractor Responsibilities if Non-renewal or Termination Occurs**
In the event this Agreement is not renewed or is terminated, the Contractor will assist in the orderly transfer of all responsibilities, including clients currently being served, to the new Contractor.

7. **Solicitation By and Bestowal of Gifts To Contractor**
The Contractor understands and agrees that it may not use its association with the Judicial Branch as a basis to support the solicitation of private contributions to its program operations or use the Judicial Branch funds to support any campaign or project which has as its primary purpose the solicitation of private contributions or use the name or logo of the Judicial Branch on any literature used primarily for the solicitation of private contributions.
The Contractor agrees that the Judicial Branch has the right to prohibit any private contributions to Judicial Branch contracted programs which may give the appearance of preferential treatment to or special Judicial Branch support for the contributor. Therefore, the Contractor shall notify the Judicial Branch two (2) weeks in advance before accepting contributions to Judicial Branch contracted programs.

8. **Periodic Program Review**
The Contractor acknowledges that the services provided under this Agreement and any duly executed amendment to this Agreement will be the subject of monitoring which will be conducted by the Judicial Branch or its authorized representative(s), at no cost to the Contractor. The Contractor agrees to fully cooperate by providing access to information and personnel necessary to complete the activities. It is the responsibility of the Contractor to respond to directives regarding reported non-compliance within the timeframe as stated by the Judicial Branch. Failure to do so may result in termination of this Agreement.

9. **Choice of Law**
The laws of the State of Connecticut govern this Agreement. It is agreed that any questions of interpretation of this Agreement or actions brought pursuant to this Agreement shall be governed by and construed in accordance with the laws of Connecticut and where applicable, federal law.

10. **Reporting of Client Abuse or Neglect**
The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in Connecticut General Statutes sections 17a-101 through 103, 19a-216, 46b-120 relative to children; Connecticut General Statutes sections 46a-11b relative to persons with intellectual disability or who receive services from the Department of Developmental Services’ Division of Autism Spectrum Disorder Services and Connecticut General Statutes sections 17a-412 relative to elderly persons.

**SECTION C - SPECIAL TERMS**

1. **Programmatic Changes**
   All programmatic changes require prior approval (written approval evidencing consent prior to programmatic changes in the award) from OVS. Programmatic changes might include substantial adjustments to scope of project and/or activities, change in target population, staffing changes, changes in project structure that affect the quantity and quality of service delivery, location/site of services, etc.

2. **Budget Revision Requests**
   A budget revision is a change to the approved budget. Projects may increase or decrease a line item by 10% of the original budget for that line item without receiving prior approval from OVS. All budget revisions that request a change of more than 10% or request funds for a line item not previously approved by OVS require prior approval (written approval evidencing consent prior to a budget revision in the award). Final budget revision requests must be submitted to OVS with the third Quarterly Financial Report. Budget revisions must not change the total amount of funding available for the grant. Funds are paid out only for reimbursement of actual eligible expenditures as outlined within your budget. Contract allocations and expenditures are reviewed and reconciled each quarter.

3. **Subcontracted Services**
The Judicial Branch reserves the right to approve any and all subcontractor agreements/contracts. The Contractor shall not subcontract any of the services required under the contract without prior written approval from the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of the contract. Subcontractors shall not relieve the prime Contractor of its responsibility
under the contract. Awards that include funds for subcontracts require that a copy of the executed subcontracts be submitted to OVS before the start of subcontracted services. In addition to incorporating all the terms and conditions of the contract, the subcontracts must, at a minimum, state the activities to be performed, the time schedule, the project policies and the flow-through requirements that are applicable to the subcontractor, other policies and procedures to be followed, the dollar limitation of the agreement/contract and the cost principles to be used in determining allowable costs. Contractors are responsible for compliance and program monitoring of vendors who receive subcontracted funds.

4. **Special Conditions from the VOCA Victim Assistance Grant**

The following Special Conditions from the 2016 VOCA Victim Assistance Grant award issued by the Office for Victims of Crime (OVC) are hereby incorporated to the extent that they apply to subrecipients as defined by 2 C.F.R. § 200.93. The Special Conditions are attached hereto as Attachment I and are incorporated herein as if fully set forth.

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The Contractor and the Judicial Branch agree to all the terms and conditions stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

On behalf of the Contractor,

By: _____________________________, Duly Authorized ____________________________

On This ______ Day of _____________, 201__.

On behalf of the State of Connecticut Judicial Branch, Superior Court Operations Division’s Office of Victim Services,

By: _____________________________, Duly Authorized ____________________________

On This ______ Day of _____________, 201__.

On behalf of the State of Connecticut Judicial Branch, Administrative Services Division

By: _____________________________, Duly Authorized ____________________________

On This ______ Day of _____________, 201__.
ATTACHMENT 1
Fund shares under a realization method and no changes in fair market value that would have been reported under the NAV method. Therefore, Shareholder may use the NAV method for the shares in Fund for Year 1. Shareholder uses the NAV method for the shares with its taxable year as the computation period. Shareholder's net investment in Fund for Year 1 equals $126,646,66 ($1,253,256.37 in purchases, minus the $1,124,591.71 in redemptions). Shareholder's Year 1 gain therefore is $1,085.34, which is the ending value of Shareholder's (35,129,750.00), minus the starting basis of Shareholder's shares ($5,000,000.00), minus Shareholder's net investment in the fund for the taxable year ($126,646,66). The gain of $1,085.34 is treated as short-term capital gain. Shareholder's starting basis for Year 2 is $5,129,750.00. Shareholder also must include the $3,152,583 in dividends in its income for Year 1 in the same manner as if Shareholder did not use the NAV method.

(iii) If Shareholder had instead adopted the calendar month as its computation period, it would have used the NAV method for every month of Year 1, even though prices of Fund shares may have been fixed for some months.

(c) Effective/applicability date. Except as provided in the following sentence, this section applies to taxable years ending on or after July 8, 2016. For taxable years ending on or after July 28, 2014, and beginning before July 8, 2016, however, shareholders of MMFs may rely either on this section or on § 1.1448-7 of the 2014 proposed regulations REG-107012-14 (79 FR 43969).

Par. 3. Section 1.6045-1 is amended by revising paragraph (c)(3)(vi) to read as follows:

§ 1.6045-1 Returns of information of brokers and barter exchanges.

(c) * * * * *

(3) * * *

(vi) Money market funds—(A) In general. No return of information is required with respect to a sale of shares in a regulated investment company that is permitted to hold itself out to investors as a money market fund under Rule 2a-7 under the Investment Company Act of 1940 (17 CFR 270.2a-7).

(B) Effective/applicability date. Paragraph [c][3][vi][A] of this section applies to sales of shares in calendar years beginning on or after July 8, 2016. Taxpayers and brokers (as defined in § 1.6045-1[a][1]), however, may rely on paragraph [c][3][vi][A] of this section for sales of shares in calendar years beginning before July 8, 2016.

John Dalrymple, Deputy Commissioner for Services and Enforcement.

Approved: June 15, 2016.

Mark J. Mazur, Assistant Secretary of the Treasury (Tax Policy).

[FR Doc. 2016-16149 Filed 7-7-16; 8:45 am]
BILLING CODE 4830-01-P

DEPARTMENT OF JUSTICE
28 CFR Part 94
[Docket No.: OJP (OVC) 1523]
RIN 1121-AA69
Victims of Crime Act Victim Assistance Program

AGENCY: Office for Victims of Crime, Justice.

ACTION: Final rule.

SUMMARY: The Office for Victims of Crime ("OVC") of the U.S. Department of Justice’s Office of Justice Programs ("OJP"), publishes this final rule to implement the victim assistance formula grant program ("Victim Assistance Program") authorized by the Victims of Crime Act of 1984 ("VOCA"). OVC authorizes OVC to provide an annual grant from the Crime Victims Fund to each State and eligible territory for the financial support of services to crime victims by eligible crime victim assistance programs. The rule codifies and updates the existing VOCA Victim Assistance Program Guidelines ("Guidelines") to reflect changes in OVC policy, needs of the crime victim services field, and VOCA itself.

DATES: Effective Date: This rule is effective August 8, 2016.

Compliance Date: See 28 CFR 94.101(d), as added by this final rule.

FOR FURTHER INFORMATION CONTACT: Toni Thomas, Office for Victims of Crime, at (202) 367-5983.

SUPPLEMENTARY INFORMATION:

1. Executive Summary

A. Purpose of the Regulatory Action

The Victims of Crime Act of 1984 (VOCA) authorizes the Office for Victims of Crime (OVC) to provide an annual formula grant from the Crime Victims Fund to each State and eligible territory for the purpose of providing assistance to victims of crime. These

annual Victim Assistance Program formula grants are used by the States to provide financial support to eligible crime victim assistance programs. See 42 U.S.C. 10603. OVC promulgates this rule pursuant to the rulemaking authority granted to the OVC Director by 42 U.S.C. 10604(a). This rule codifies and updates the existing Program Guidelines to reflect changes in OVC policy, the needs of the crime victim services field, and VOCA itself.

B. Summary of the Major Provisions of the Final Rule

Most provisions in this final rule are substantively the same as the corresponding provisions of the Guidelines. The final rule reorganizes the program rules into six major divisions: (1) General Provisions; (2) State Administering Agency ("SAA") Program Requirements; (3) SAA Use of Funds for Administration and Training; (4) Sub-Recipient Program Requirements; (5) Sub-Recipient Project Requirements; and (6) Sub-Recipient Allowable/Unallowable Costs.

The rules in the General Provisions heading do not depart substantively from the Guidelines. OVC defines frequently-used terms, most of which are consistent with those in the Guidelines. OVC adds a new definition of the statutory term "victim of child abuse" to make clear OVC's existing flexible approach of allowing States to address a broad variety of harm to children. Additional technical changes were made in response to comments, and are described below.

The SAA Program Requirements heading sets forth general considerations for SAA use of VOCA funding under the VOCA Assistance Program at the State level, and sets forth the rules SAs must follow in meeting the statutory eligibility and certification requirements. OVC clarifies that pass-through funding is permissible, and sets parameters for such funding arrangements. OVC explains how States must allocate VOCA funding among various types of victim service programs, but does not change the allocation percentages set out in the Guidelines. OVC adds a requirement that States maintain a documented methodology for selecting all sub-recipients. Finally, OVC maintains the default monitoring requirements of the Guidelines, but now permits States to seek a waiver from the OVC Director to use alternatives.

otherwise, "the term 'State' includes the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, and any other territory or possession of the United States."
The revised State Administering Agency Use of Funds for Administration and Training heading updates the guideline provisions regarding SAA use of funds for administration and training to make those consistent with statutory changes that occurred after the Guidelines were issued in 1997. The rule lists allowable administrative and training costs at the SAA level, all of which are consistent with those set out in the Guidelines.

The Sub-Recipient Program Requirements heading sets out the eligibility and organizational requirements for sub-recipients. These provisions mostly track the Guidelines, except that OVC adds a provision addressing non-disclosure of confidential or private information.

The Sub-Recipient Project Requirements heading sets out rules that VOCA-funded victim service projects must follow. These provisions generally are consistent with the Guidelines. OVC maintains the existing project match rules, requiring that sub-recipients provide a 20% project match, but excepting U.S. territories (not including Puerto Rico). OVC adds an exception to match for projects undertaken by American Indian and Alaska Native tribes, and projects that operate on tribal lands, as these projects, like those operating in U.S. territories, often have difficulties accessing matching resources.

The Sub-Recipient Allowable/Unallowable Costs heading lists activities that sub-recipients may undertake using VOCA funding. The majority of the listed costs are the same as those listed in the existing Guidelines; but OVC makes some substantive changes. OVC now allows the States to provide a broader array of legal support services (outside of the emergency context permitted by the Guidelines) to victims, should States choose to do so. OVC removes the prohibition on providing services to incarcerated victims (e.g., victims of sexual assault in prison). Although VOCA funding may not support prison costs, such as prison guard salaries or administrative expenses, States are no longer prohibited from allowing VOCA-funded organizations to assist incarcerated victims. OVC also adds greater flexibility for States to support transitional housing and relocation expenses using VOCA funds. OVC adds greater flexibility for States to allow sub-recipients to use VOCA funds for coordination activities, which help leverage community resources to provide better and more cost-effective direct services. Finally, to better align the program rules with the government-wide grant rules at 2 CFR part 200, OVC makes allowable indirect organizational costs at the sub-recipient level, by removing the provision in the Guidelines that prohibited sub-recipients from charging these to VOCA funds.

C. Cost and Benefits

As discussed in more detail under the Executive Orders 12866 and 13563 (in the Regulatory Review discussion below), the rule clarifies and updates existing Guidelines, but does not alter the existing program structure. Updating the existing Guidelines to clearly and accurately reflect the statutory parameters will facilitate State compliance with VOCA and thus avoid potentially costly non-compliance findings. The rule makes only a few substantive changes to the existing Guidelines, and most of the changes expand State flexibility in the use of VOCA funding. Some changes, like allowing more flexibility to coordinate and leverage community resources, and adopt alternative monitoring strategies, impose no costs but allow States to use existing funding more efficiently. Other changes, which allow States to allocate funding to services not presently allowable under the Guidelines, could expand the types of victim service organizations funded with VOCA funds and the services provided by existing organizations. Such allocations of funding, however, are not mandated under the rule, and each State will continue to make the final decision about whether to change its funding allocations. This is not a change from the present discretion that States have to allocate funding according to their priorities. OVC anticipates that most States will continue to allocate the majority of VOCA funding to victim services for certain types of crimes (i.e., intimate partner violence, sexual assault, child abuse) at consistent levels and that any potential reallocations would be relatively minor (even when taken in aggregate across States) in comparison to the overall range of allowable victim services, and thus unlikely to create new costs or significant fund transfers. In any event, the real benefits of additional allowable services for currently underserved and unresponded victims are significant.

III. Background

A. Overview

This rule implements OVC’s Victim Assistance Program, a formula grant program authorized by Section 1404 of the Victims of Crime Act of 1984, Public Law 98-473, codified at 42 U.S.C. 10603. This section of VOCA authorizes OVC to provide an annual grant from the Crime Victims Fund to each State for the financial support of services to victims of crime by eligible victim assistance programs. This rule supersedes the VOCA Guidelines (published at 62 FR 19607) that have been in effect since April 22, 1997, and reflects changes in VOCA policy, the needs of the crime victim services’ field, and VOCA itself, as well as the comments submitted in response to the Notice of Proposed Rulemaking.

OVC’s Victim Assistance Program is funded from the Crime Victims Fund. The Fund receives Federal criminal fines, penalties, and assessments, as well as certain gifts and bequests, but does not receive any general tax revenue. The Crime Victims Fund is administered by OVC and amounts that may be obligated therefrom are allocated each year according to the VOCA formula at 42 U.S.C. 10601. The amount annually available for obligation through the VOCA formula allocations typically has been set by statute, through limits in the annual DOJ appropriation act, at less than the total amount available in the Fund. The VOCA formula specifies that (in most years) the first $20M available in the Fund for that year will go toward child abuse prevention and treatment programs, with a certain amount to be set aside for programs to address child abuse in Indian Country. After that, such sums as may be necessary are available to the Federal Bureau of Investigation and the U.S. Attorneys Offices to improve services to victims of Federal crime, and to operate a victim notification system. The remaining balance is allocated as follows: 47.5% for OVC’s Victim Compensation Program, 47.5% for OVC’s Victim Assistance Program, and 5% for the OVC Director to distribute in discretionary awards in certain statutorily defined categories. Generally, under the distribution rules for the Victim Compensation Program, if a portion of the 47.5% available for Compensation is not needed for that purpose, it is (per the statutory formula) made available to augment the Victim Assistance Program. The Victim Assistance Program distributes funds to States as mandated by VOCA, at 42 U.S.C. 10603. The VOCA statutory distribution formula provides each State with a base amount ($500,000 for each eligible territory), and distributes the remainder proportionately, based on population.
B. History of This Rulemaking

OVC published the Final Program Guidelines, Victims of Crime Act, FY 1997 Victim Assistance Program on April 22, 1997 (62 FR 13607). Those Guidelines were based on OVC experience with the Victim Assistance Program, legal opinions rendered since the inception of the program in 1986, and comments from the field on the Proposed Program Guidelines, which were published in the Federal Register on February 18, 1997 (62 FR 7256). On September 3, 2002, OVC published a notice of Proposed Program Guide at 67 FR 56444, seeking comments to refine the administration of the Victim Assistance Program. Further; thereafter, however, OVC chose not to issue final guidance to supersede the 1997 Guidelines. After receiving comments on the 2002 Proposed Program Guide, OVC instead decided to pursue the publication of codified program regulations rather than merely revise the guideline document. Throughout 2010, OVC sought preliminary input from the victim services field regarding improving victim services and potential modifications to the Victim Assistance Program rules that would facilitate such improvement.

OVC incorporated this input into a Notice of Proposed Rulemaking, which it published at 78 FR 52877 (Aug. 27, 2013), and OVC received 106 public comments over a 60 day period. OVC considered all comments submitted during the comment period in drafting this final rule.

IV. Discussion of Comments and Changes Made by This Rule

The 1997 Guidelines have been outdated changes in VOCA developments in the crime victim services field, technological advances, and new approaches to State administration of VOCA funding. This rule updates the program Guidelines to account for developments over the last decade and a half, and to reflect more accurately program parameters applicable to each participating entity. By doing so, OVC hopes to allow administering agencies and victim service providers fully to leverage the progress that the field has made over the last decade in knowledge of victim needs, victim service strategies, and efficient program administration, with the end goal of assisting crime victims more effectively. Many of the provisions in the existing Guidelines have been retained in substance, though the text has been reformed in some cases. OVC describes below the main substantive changes to the program Guidelines, and the comments received.

Structure and General Comments

The rule reorganizes the provisions of the Guidelines, primarily to accommodate the requirements for publication in the Code of Federal Regulations (CFR), but also to organize information more logically. The rule omits repetition of statutory language, except where needed for context and ease of use. OVC notes that the rule is drafted to be read in conjunction with VOCA (42 U.S.C. 10603), OVC also uses consistent terminology throughout the document.

Some commenters expressed concern that the proposed rule conflated provisions applicable to VOCA-funded projects in some cases with provisions relating to a VOCA eligible program, and several endorsed the National Association of Victim Assistance Administrators' (NAVAA) suggestions for reorganizing it. In the final rule, OVC more clearly distinguishes between the two concepts, and adopts most of the NAVAA's helpful suggestions for reorganizing the rule.

In connection with reorganizing the provision of the final rule for greater logical consistency and clarity, OVC has moved or renumbered many of the sections of the proposed rule. In order to assist readers, a derivation table is included listing the sections of the final rule and the corresponding section or sections of the proposed rule. The public comments on provisions of the proposed rule are discussed below according to where those provisions are codified in the final rule.

Final rule | NPRM
--- | ---
§ 94.117 | § 94.115(e); § 94.109
§ 94.118 | § 94.104(f); § 94.116
§ 94.119 | § 94.117
§ 94.120(a)–(d) | § 94.116
§ 94.120(g) | New
§ 94.121 | § 94.108(a); § 94.119
§ 94.122 | § 94.120

Many commenters expressed their desire that the Crime Victims Fund “cap” be raised substantially. As such a change requires legislative action, it is beyond the scope of OVC’s authority to do so. However, we note that the Department of Justice Fiscal Years 2015 and 2016 Appropriation Acts did substantially increase—more than threefold—the cap for those years. See Department of Justice Appropriation Act, 2015, Public Law 113–235, Div. B, Title II, Sec. 510 (setting the obligation cap at $2.361B compared to $745M available to OVC in FY 2014); Department of Justice Appropriation Act, 2016, Public Law 114–113, Div. B, Title II, Sec. 510 (setting the cap at $3.042B, of which approximately $2.663B is available to OVC).

General Provisions

§ 94.101 Purpose and Scope; Future Guidance; Construction and Severability; Compliance Date

The general provisions of the final rule—including statement of purpose, future guidance, and construction and severability—are largely unchanged from the proposed rule. OVC added a paragraph describing the date on which SAAs must comply with the rule. The rule applies upon its effective date to all OVC grants made after that date, except for funding under such grants that was obligated before the effective date. Provisions obligating SAAs to any standards of practice under the VOCA Assistance Program, as the annual appropriation cycle typically does not permit for awards to be made until late in the fiscal year. VOCA Assistance grants typically have an award period that extends retroactively to October 1st of the fiscal year of the award, thus there may be funds under grants made after the effective date that were obligated by the SAA prior to the effective date, and subsequently ratified by OVC’s approval of the grant. The final rule does not apply retroactively, and thus it does not require that SAAs anticipate rules that are not in effect when making such obligations. However, OVC will permit SAAs to apply the provisions that expand SAA discretion in the use funds (e.g., the final rule permits SAAs to fund a greater range of transitional housing services.
than the Guidelines permit) to VOCA assistance funding under OVC grants made before the effective date of the rule that is obligated on or after the effective date. As most of the changes in this rule are of a permissive nature and expand SAA discretion, OVC does not anticipate that implementation of the rule will be burdensome, though some effort by SAs to understand the changes and communicate these to applicants for sub-awards will be necessary.

§ 94.102 Definitions

The final rule contains several terms and definitions that are used throughout. These are set out in section 94.102 for ease of reference.

The definition of crime victim and victim of crime remains unchanged from the Guidelines, and is meant to be a broad definition, taking into account many kinds of harm resulting from criminal acts. States are encouraged to include those domiciled in their states who are victimized while working in their official capacities overseas as VOCA eligible victims.

Some commenters liked the proposed definition, but others wanted OVC to include more examples in the definition to encompass various crimes in a broader range of harms. OVC kept the more conceptual definition from the proposed rule, as it is substantively the same as the long-standing Guideline definition and because—as one commenter pointed out—this definition has been sufficiently broad to encompass the harms from various crimes on a wide and diverse range of individuals.

OVC has added a definition of the term spousal abuse that clarifies that the term includes domestic and intimate partner violence. Spousal abuse was the terminology used in the victim services field in the 1980s, and consequently in VOCA, but the term has since fallen out of use, as it is under-inclusive of the range of relationships in which this type of victimization frequently occurs. OVC retains the term in the final rule because it is a statutory term, but clarifies that OVC understands it to encompass domestic and intimate partner violence.

This is consistent with longstanding OVC practice and the Guidelines, which use the term “domestic abuse” when describing the priority category of “spousal abuse.” Several commenters supported the proposed definition, but asked that OVC include the more commonly-used term “domestic violence” in the definition. OVC agrees, and has done this. OVC has also removed “dating violence,” as this concept is encompassed already by the more general concept of “intimate partner violence.” Some commenters asked that OVC clarify how this definition (which affects the priority category of “spousal abuse”) would affect LGBTQ survivors of domestic or intimate partner violence. OVC notes that States may serve (and count those services toward the priority category) all victims of domestic and intimate partner violence—encompassing violence or abuse by one person against another in a domestic context or intimate-partner context—as the OVC definition does not require legal recognition of any particular relationship, nor does it implicate State or territorial laws concerning marriage rights.

A commenter noted that OVC did not propose to define “sub-recipient” or “VOCA project,” and asked that OVC define these terms so as to differentiate between a VOCA-funded project, and the organization that is eligible to receive VOCA funds to undertake the project. OVC agrees and adds these definitions.

The final rule adds a definition of the statutory term victim of child abuse, in order to clarify that the term covers a broad variety of harm to children. Child abuse victims are a statutorily-mandated priority category, and the clarification makes plain that VOCA-funded State victim assistance programs may support a broad variety of victim assistance projects that address the abuse of children.

OVC received many comments on the proposed definition of child abuse. Many commenters supported the proposed definition. Other commenters supported the proposed definition, but recommended changes or expressed concerns about certain parts of it. One commenter worried that the inclusion of the concept of children exposed to violence may lead States to view a non-offending parent who cannot leave an abusive household as a co-offender. OVC notes that the definition of child abuse in this rule does not control (or affect) how a state views or treats potential offenders. Nonetheless, it is OVC’s express intent that the definition should not be misconstrued to mean that failure to leave an abusive relationship, in the absence of other action constituting abuse or neglect, is itself abuse or neglect. A commenter asked that the definition encompass sea and labor trafficking, and several others asked OVC to include slurs and family projection as examples of the emotional abuse of children encompassed by the definition. OVC notes that the definition of child abuse is sufficiently broad to encompass these harms without listing specific abusive activities, if States consider them to be child abuse. Some commenters worried that the inclusion of exposure to violence would dilute available resources, and confuse States operating victim assistance programs.

OVC acknowledges resource limitations facing many States, but keeps the expanded definition in the final rule to allow States to prioritize within the category based on local capacity and needs. The Department’s own Defending Childhood initiative demonstrated the importance of services for children exposed to violence, and the new definition will permit services addressing this. OVC, in response to several comments, has clarified in the definition that it encompasses harm to children, and is not meant to include adults who were victimized as children. This does not, however, preclude States from funding services to adults victimized as children; it merely means that States cannot count such services under the child-abuse priority category.

SAA Program Requirements

§ 94.103 Purpose of State-Level VOCA Funding: SAA Eligibility

Section 94.103(a) sets forth the purpose of OVC’s annual VOCA formula grants to the States. Several commenters asked that OVC re-draft the language to make it less confusing. OVC agrees and has done so. Commenters also asked that OVC add a statement about State discretion in determining sub-award recipients and amounts. OVC agrees and has added a sentence accordingly.

Section 94.103(b) sets forth the general rules for State eligibility certifications required by VOCA. OVC requires States to submit these certifications annually in their applications for funding. Reporting and technical requirements specific to a given fiscal year are set out in the annual program solicitation, or in supplemental OVC communications if time does not permit publication in the solicitation.

Section 94.103(c) clarifies that a SAA may award its VOCA funds to another organization to distribute—known as pass-through administration—and highlights SAA obligations with regard to use of administrative and training funds, monitoring, and reporting should this method be used. Several commenters supported pass-through administration, but advocated that pass-through entities should have specific expertise and experience related to the use of the funding (e.g., a pass through entity administering funds for sexual assault services would have expertise/expertise related to sexual violence).
OVC does not disagree with the commenters’ views, but believes that States are in the best position to choose which entity should administer pass-through funding, and thus maintains the rule as proposed. A commenter asked for clarification regarding the proposed requirement that SAAs not use a pass-through mechanism to bypass the statutory limitation, on use of administrative funds. OVC has rewritten this statement to be clearer.

A commenter was concerned that the proposed rule eliminated language in the guidelines about things that States should consider in strategic planning and asked that OVC add it back to the final rule. OVC agrees that the language is desirable and has added a new paragraph (d) with this language.

Finally, several commenters expressed concern that OVC did not highlight the need for States to consider sustainability of services in strategic planning. OVC agrees that sustainability is an important consideration and has added this to paragraph (d).

Section 94.103(g) sets forth that SAAs shall, upon request, and consistent with 2 CFR 200.336, permit OVC access to all records related to the use of VOCA funding. Access to SAAs’ records is subject to the provision of the government-wide grant rules at 2 CFR 200.336, which permits access to the true names of crime victims only in extraordinary and rare circumstances, not for routine monitoring, and requires protection of sensitive information by all agencies involved if access is granted.

§ 94.104 Allocation of Subawards
OVC moved the provisions of proposed section 94.104, Eligible crime victim assistance programs, to a new heading titled “Sub-recipient Program Requirements,” which includes sections 94.111 through 94.115 of the final rule. Comments on the proposed section 94.104 are addressed below in the discussion of sections 94.111 through 94.114.

In the final rule, section 94.104, Allocation of subawards [which was proposed as section 94.105], sets forth—pursuant to 42 U.S.C. 10603(a)(2)(A) [priority category], and (B) [undersoned category]—how SAAs must allocate their subawards. The allocation amounts in the final rule are the same as those in the Guidelines and proposed rule. Some commenters noted that victims of a priority category might also be underserved victims in some circumstances (e.g., child victims of sex trafficking might be underserved in a particular jurisdiction, however, sex trafficking of a minor would also be

child sexual abuse), and that this causes confusion in reporting allocation amounts to OVC. Moreover, some victims with certain demographics (e.g., LGBTQ, American Indian/Alaskan Native) may be underserved even in the priority categories (e.g., victims of sexual assault). In response, the final rule clarifies that SAAs may count funds allocated to such projects in either the priority or underserved category, but not both.

Section 94.104(c) sets out the criteria by which SAAs must identify (for allocation of funds, reporting, and compliance purposes) services that assist previously underserved populations of victims of violent crime. SAAs must identify such a service for underserved victims of violent crime by the type of crime they experience (e.g., victims of elder abuse) or the characteristics of the victim (e.g., LGBTQ victims), or both (e.g., victims of violent crime in high crime urban areas). Some commenters expressed concern that the rule may differ between jurisdictions, but some examples of victim populations often underserved at the time of this rulemaking may include, but are not limited to, DUI/DWI victims; survivors of homicide victims; American Indian/Alaskan Native victims in certain jurisdictions with insufficient victim service resources; victims of physical assault; adults molested as children; victims of elder abuse; victims of hate and bias crimes; victims of kidnapping; child victims and adult survivors of child pornography; child victims of sex trafficking; victims of violent crime in high crime urban areas; victims of federal crimes, victims of robbery; and victims of gang violence. OVC has removed from the final rule the examples of possibly underserved victim populations, as such a list may change over time and is more appropriately set out in the preamble and supplementary OVC guidance, as necessary.

A commenter asked that OVC add economic crimes, such as identity theft, to the list of examples of underserved victims. OVC notes that, for the underserved victim category, VOCA requires funding be allocated to projects serving "previously underserved populations of victims of violent crime", and identity theft is not a violent crime. OVC, therefore, declines to make the change, but does note that States may still fund services for victims of such crimes, but cannot count those services toward meeting the required allocation for the underserved victim category.

A commenter asked that OVC increase the percentage of funding required to be allocated to underserved populations. OVC has kept the mandated percentage at its current level, which balances the need for stability in state victim assistance funding with the need to ensure State victim assistance programs are responsive to emerging needs. The commenter also asked that OVC clarify that the exception allowing States to deviate from the underserved and priority percentages should be used sparingly. OVC notes that such requests are extremely rare (OVC has record of only one); thus, as a practical matter, an additional limitation of the exception is unnecessary. Other commenters asked OVC to require States to consult with sub-recipients prior to requesting approval to change allocations. As explained above, OVC anticipates such requests will be extremely rare, and declines to add such a requirement. The same commenter asked that OVC not tie exceptions for allocations for the sexual-assault priority category to overall crime rates, explaining that crime rates in a given time period are not necessarily reflective of victim service needs during the corresponding time period, as victims may not seek services immediately. OVC agrees, and the final rule allows other types of data to be used in supporting an exemption request.

A commenter asked that OVC require States to consult with rape crisis centers and sexual assault coalitions about the needs of sexual violence victims. OVC agrees that such consultation may be useful, but declines to include such a requirement in the rule, as OVC prefers to allow States to consult with a wide variety of stakeholders as appropriate.

Section 94.104(c) sets for the minimum requirements for SAAs subaward process. It requires that SAAs have a documented methodology for selecting sub-recipients, follow DOJ grant rules regarding conflicts of interest, and encourages SAAs to fund eligible sub-recipients through a competitive process, which is described. The proposed rule would have required competition of all sub-awards. Some commenters liked the proposed competition requirement, but others were opposed to it. Several commenters noted that requiring competition could increase administrative costs for SAAs, and could destabilize small victim assistance programs that would no longer be able to rely on consistent funding. Commenters noted that this may decrease the availability of services in rural areas where there are not many providers. A commenter from a SAA explained that it uses a conduit funding process in which it distributes funds to local victim witness units based on a formula, and these units then sub-award
the funding to local non-profit victim service organizations in accordance with State and county procurement rules. The commenter expressed concern that a competition requirement may undermine this process. Other commenters expressed concern that the requirement might cause problems with State contract cycles, and could undermine some prosecutor-based victim-witness assistance programs. Commenters also questioned whether there is evidence that competition creates innovation.

OVC appreciates the thoughtful comments submitted in response to this proposal, and recognizes the importance of allowing States discretion in determining which organizations receive funding and in what amounts. Due to the potential administrative burden of requiring competition (particularly in jurisdictions with a limited number of SAA staff), OVC has not included such a requirement, though OVC does encourage SAAs to use a competitive process where feasible.

Many commenters expressed their opinion that VOCA funding should not be used as seed money for new organizations. OVC notes that any organization funded with VOCA Assistance funding—even through a competitive process—must meet the statutory program eligibility criteria, which requires either a record of effective victim services and financial support from non-VOCA funding, or substantial support from non-VOCA funding. One commenter asked that OVC require States to have a strategic state plan for allocating funding. The final rule encourages States to develop a funding strategy, and requires States to have a documented method of making funding decisions.

§ 94.105 Reporting Requirements

OVC renumbered this section from 94.106 in the proposed rule to 94.105 in the final rule. This section sets out SAA reporting requirements. The two key reports—subgrant award reports and performance reports—are the same reports required by the Guidelines, and the proposed rule. The rule does not specify time or manner in which these reports are to be submitted. The Government Performance and Results Modernization Act of 2010, Public Law 111–352 (Jan. 4, 2011), shifted many federal performance reporting requirements to a quarterly default, and OVC has changed the default performance reporting period in the rule accordingly. OVC will communicate the technical details of each year's reporting requirements to grantees via annual program solicitations and supplemental guidance.

A commenter noted that multiple budget revisions may occur during the grant period, and that the proposed requirement that SAAs update the subgrant award report within 30 days of such revisions would be burdensome. The commenter requested that OVC retain its current practice of allowing SAAs to submit a revised subgrant award report before project closeout. In response, OVC notes that the subgrant award report contains only minimal budget information, and the importance of having accurate and timely information on subawards outweighs the minimal additional burden of updating this report within the specified timeframe. Recent upgrades to OVC's performance reporting systems should reduce the burden on SAAs as subrecipients now have the ability to enter SAR data directly. The final rule keeps the thirty-day reporting requirement.

Another commenter suggested that OVC should require additional reporting, specifically on unmet needs of victims and the estimated costs of providing such services. OVC declines to add such a requirement to the rule. One commenter noted that the final rule should allow flexibility for OVC to change the reporting period for the performance report; OVC agrees and has added this but keeps the Federal fiscal year as the default reporting period.

§ 94.106 Monitoring Requirements

OVC renumbered this section from 94.107 in the proposed rule to 94.106 in the final. This section sets out the SAA's obligation to monitor its sub-awards. Many commenters complained that the proposed two-year on-site monitoring timeframe would be too burdensome and would be difficult for large jurisdictions to implement, and may lead to unintended consequences, such as SAAs' making fewer awards but of larger dollar amounts. Commenters pointed out that many states use risk assessment tools to determine priority for on-site monitoring, and some requested that OVC make the default rule three years instead of two years. Another commenter asked that OVC clarify that SAAs may request alternative monitoring plans as well as alternative monitoring frequency.

The final rule requires SAAs to develop and implement monitoring plans based on a default of regular desk monitoring, and biennial on-site monitoring, of all sub-awards. OVC also adds a requirement that such monitoring plans contain a risk assessment plan. The rule, consistent with 2 CFR 200.331(b), (d) and (e), continues to permit SAAs to develop and implement alternative monitoring plans (e.g., quarterly reports and desk audits instead or in addition to site visits), and further clarifies that SAAs may also implement alternative monitoring timeframes as well. OVC believes that biennial on-site monitoring is a reasonable timeframe that balances resource demands with effective oversight, but SAAs may propose alternative plans. OVC recognizes that certain sub-recipients may have a long established history of appropriately administering a sub-award and may therefore require less intensive scrutiny than a relatively new sub-recipient or an established sub-recipient providing new services.

SAA Use of VOCA Funds for Administration and Training

§ 94.107 Administration and Training

OVC renumbered this section from 94.110 in the proposed rule to 94.107 in the final rule. This section is substantively unchanged from the proposed rule, except that OVC clarifies that SAAs must certify, pursuant to VOCA, at 42 U.S.C. 10604(h), in the notification of use of training/administrative funds, that they will not use VOCA funds to supplant State or local government funding. (The substantive rules regarding supplantation are set out in the next section, section 94.108.)

Overall, this section makes the program rules match the statutory provisions, which had changed after issuance of the Guidelines. VOCA limits administrative and training costs to five percent total for the combined costs of administration and training at the SAA level.

§ 94.108 Prohibited Supplantation of Funding for Administrative Costs

OVC renumbered this section from 94.111 in the proposed rule, to 94.108 in the final rule, and re-titled it to more accurately reflect what the section addresses. (Proposed section 94.108(a) is moved to section 94.121 in the final rule. Proposed section 94.108(b) through (e) is moved to section 94.112 in the final rule.) Section 94.108 sets out the rules for SAA use of VOCA funds for administrative costs and prohibits supplantation of State and local government funding with VOCA funding.

One commenter asked whether the baseline is to be established and documented on a one-time basis or each year of the grant. OVC currently requires SAAs to document a baseline each fiscal
year, based on its expenditures for administrative costs during that fiscal year and the previous fiscal year. A commenter pointed out that OJP has a definition of supplanting in its Financial Guide that differs from that in the proposed rule, and suggested that OVC simply adopt the DOJ Grants Financial Guide definition of the term instead of setting forth a separate definition. OVC disagrees and has revised this paragraph to reference the Financial Guide definition. OVC requires SAAs to certify that they are not supplanting State administrative support for the State crime victim assistance program with VOCA funding.

§ 94.109 Allowable Administrative Costs

OVC renumbered this section from 94.112 in the proposed rule, to 94.109 in the final rule. (Proposed section 94.109 is moved to section 94.117 in the final rule.) Section 94.109 sets out allowable administrative costs.

Several commenters asked OVC to add a category for “activities that impact the delivery and quality of services to crime victims throughout the state,” including training managers of victim service agencies, State-wide victim notification systems, and support for victims’ rights compliance programs. OVC has added these activities. (OVC notes that direct service funding also may be used to support victim notification systems as well.) Direct service provider manager training is allowed, but categorized as a training expense under section 94.110. Several commenters expressed concern that allowing program evaluation would divert funding from direct services. OVC notes that the provision does not require evaluation, but merely allows it; furthermore, the total amount of funding for administrative costs is already capped by VOCA.

§ 94.110 Allowable Training Costs

OVC renumbered this section from 94.113 in the proposed rule, to 94.110 in the final rule. (Proposed section 94.110 is moved to section 94.107 in the final rule.) This section sets out allowable uses of training funds.

A commenter asked OVC to clarify that the allowable training costs are not limited by the two listed examples. In response, OVC edited the text to clearly state that such costs “generally include, but are not limited to” the two listed examples; these are merely examples and not limitations. Commenters also asked OVC to clarify that SAAs may use training funds to train managers and board members of victim service agencies, as is permitted under the current Guidelines. OVC has added this to the final rule. Several commenters asked OVC to raise the percentage limits on administrative and training costs; as these are statutory requirements, however, OVC has no authority to do so.

Sub-Recipient Program Requirements

Sections 94.111 through 94.115 of the final rule set out the requirements that an entity must meet to be an “eligible crime victim assistance program.” (Sections 94.111 through 94.114 of the proposed rule are moved to section 94.108, 94.109, 94.110, and 94.116, respectively, of the final rule. Section 94.115(a) through (d) of the proposed rule is moved to section 94.112 of the final rule; and 94.115(e) of the proposed rule is moved to section 94.117 of the final rule. The responses to comments addressing those provisions of the proposed rule are found in the discussions of the corresponding sections as set forth in the final rule.) Several commenters suggested that OVC reorganize the rule such that the requirements for eligibility as a sub-recipient entity versus the requirements for operating a sub-recipient project, are clearly delineated. OVC agrees, and has created a new heading “Sub-Recipient Program Requirements” and moved the requirements in the proposed rule section 94.104 Eligible crime victim assistance programs, to sections 94.111 through 94.115 of the final rule, under this heading. OVC also moved proposed 94.108(b) through (e) to section 94.112 of the final rule. Thus, sections 94.111 through 94.115 of this rule consolidate the eligibility requirements for the sub-recipient organization (i.e., program).

§ 94.111 Eligible Crime Victim Assistance Programs

VOCA establishes the criteria for an “eligible crime victim assistance program,” and the final rule merely provides clarifying interpretation needed for practical implementation. Section 94.111 of the final rule sets out the basic principle that the SAA may fund only eligible programs, and contains a provision requiring compliance with additional SAA criteria and reporting requirements. Several commenters asked that OVC strengthen language (in proposed section 94.115(d)) requiring sub-recipients to follow reporting requirements of the SAA. OVC has done so in section 94.111.

§ 94.112 Types of Eligible Organizations and Organizational Capacity

This section sets out the general types of eligible entities, and special considerations for specific types of entities (moved from proposed section 94.108), as well as criteria for determining the organizational capacity of the entity’s program.

In section 94.112(a)(3) of the final rule, OVC modifies the proposed provision (proposed section 94.108(e)) on victim assistance organizations located in an adjacent state to eliminate unnecessarily bureaucratic requirements in the Guidelines, while keeping the requirement to provide notice to the SAA where the organization is located, and encouraging co-ordination on various award oversight matters. Several commenters asked for clarification of the rules for SAA programs operating direct services projects with VOCA funds (proposed section 94.108(d)). In response, OVC has modified section 94.112(a)(4) of the final rule to clarify these points by eliminating confusing and redundant text that reiterated the statutory requirement that SAAs use no more than five percent of VOCA funds for administrative and training costs.

With regard to determining the organizational capacity of a sub-recipient, under section 94.112(b) of the final rule, the SAA determines what constitutes “a record of effective services to victims of crime,” and this may vary depending on the State, and community served, and the entity providing services. Though this provision is worded slightly for clarity, OVC leaves unchanged in the final rule the non-exclusive list of considerations that SAAs may take into account when making this determination. The SAA should be able to articulate the basis for its determination, should OVC request it.

SAAs may also consider additional factors, such as the type of victim the entity’s services address, the type of services provided, best practices within that service field, and the characteristics of the entity (e.g. small, specialized service provider; larger, comprehensive service provider).

§ 94.113 Use of Volunteers, Community Efforts, Compensation Assistance

Commenters urged OVC to make it clear that the mandated use-of-volunteers provision, at section 94.110, as well as criteria for determining the organizational capacity of the entity’s program.
statutory requirement in section 94.113(a) of the final rule.

Commenters asked that OVC clarify proposed section 94.115(c), to state that a sub-recipient may comply with the VOCA requirement to assist victims in applying for compensation by providing referrals. OVC agrees and has made this clarification in section 94.113(d) of the final rule.

A commenter asked that OVC add additional requirements to the VOCA mandate that sub-recipients assist victims in applying for victim compensation by requiring that sub-recipients also assist victims in understanding their State and federal rights, how to assert those rights, and what to do if their rights are not considered or denied. OVC has not added such a mandate, as these are not eligibility criteria mandated by VOCA, but OVC does encourage all victim assistance organizations to assist victims in understanding their rights, or providing referrals to organizations that can do so, where appropriate. A commenter asked that OVC clarify that victim assistance programs should also assist victims of federal crime in applying for compensation. OVC agrees, and has added language accordingly.

§ 94.114 Prohibited Discrimination

OVC received several comments on proposed section 94.104(h) (now section 94.114 of the final rule), which stated “The VOCA non-discrimination provisions specified at 42 U.S.C. 10604(e) shall be implemented in accordance with 28 CFR part 42, and guidance from the Office for Civil Rights within the Office of Justice Programs.” Several commenters advocated that OVC add explicit regulatory language prohibiting discrimination based on sexual orientation and gender identity to the final rule and offered several reasons why such a provision would benefit victims. OVC acknowledges that people who identify as lesbian, gay, bisexual, transgender, or questioning/queer (“LGBTQ”) suffer disproportionately from violence and its effects, and often do not have access to informed services to help them recover in the aftermath of a crime. However, because OVC did not include in the proposed rule a definition that discrimination based on sex includes discrimination based on sexual orientation, and because OVC anticipates that the law will continue to evolve on this issue, OVC declines to include such language at this time. OVC will continue to monitor legal developments in this area. With respect to gender identity, the Department of Justice has concluded that statutory prohibitions on discrimination on the basis of sex encompass discrimination based on gender identity in other contexts. See, e.g., Memorandum from Eric H. Holder, Attorney General, Re: Treatment of Transgender Employment Discrimination Claims Under Title VII of the Civil Rights Act of 1964 (Dec. 15, 2014). OVC is aware of no reason why the statutory phrase “on the ground of . . . sex” in 42 U.S.C. 10604(e) should receive a different construction.

§ 94.115 Non-Disclosure of Confidential or Private Information

Several commenters noted that OVC had not included a provision regarding confidentiality in the proposed rule, and suggested that OVC add such a provision. The commenters noted that the 2013 reauthorization of the Violence Against Women Act (VAWA) amended a provision, 42 U.S.C. 13935(b)(2), that many VOCA-funded organizations would have to comply with as a condition of their VAWA funding, and suggested that OVC model its provision on that. OVC agrees and has done this in section 94.115 of the final rule.

Sub-Recipient Project Requirements

§ 94.116 Purpose of VOCA-Funded Projects.

OVC renumbered section 94.114 of the proposed rule as section 94.116 of the final rule, under the heading “Sub-Recipient Project Requirements” instead of “Sub-Recipient Program Requirements.” (Section 94.116 of the proposed rule is moved to section 94.118 of the final rule.) This section sets forth a brief statement of the purpose of VOCA sub-awards. The proposed rule was confusing, and OVC has attempted to draft the statement more clearly in the final rule.

Additionally, the requirement in the Guidelines (sec. IV.B.11) that sub-recipients must provide services to victims of federal crimes on the same basis as to victims of crimes under State or local law is added to the final rule, as it was inadvertently omitted from the proposed rule but is a longstanding principle applicable to federal victim assistance funding. The final rule also sets forth OVC’s policy clarification that victim eligibility for direct services under the VOCA Assistance Program is not dependent on the victim’s immigration status. This principle derives from the nature of services provided by most VOCA-funded victim service providers in light of the Personal Responsibility Work Opportunity Reconciliation Act of 1996, and was communicated to all VOCA Assistance (and Compensation) SAAs in a June 28, 2010, OVC Director Memorandum.

§ 94.117 Cost of Services; Sub-Recipient Program Income

This section sets forth the rules for VOCA-funded projects that will charge for victim services. (Section 94.117 of the proposed rule is moved to section 94.118 of the final rule.) OVC has long held that VOCA-funded victim services should be free of charge for victims where possible, although it recognizes that in some situations a service provider may be justified in charging for services or otherwise generating program income.

The provisions in section 94.117 of the final rule are adapted from sections 94.115(e) and 94.109 of the proposed rule. A commenter suggested that this section be moved to a new division setting out VOCA project requirements; OVC has done this. Commenters also suggested that OVC re-word the provision for certification of program income and OVC has done this, as well. OVC also simplified the provision to state that program income must be used consistently with Federal grant rules and the DOJ Grants Financial Guide (available on the Office of Justice Programs’ Web site, at www.ojp.gov), instead of reiterating those requirements here. This aligns the program income rules for this program with the recently issued government-wide grant rules, and this simplification will reduce the burden of compliance on SAAs and sub-recipients.

A commenter requested that OVC add a requirement that sub-recipients provide proof or certification of compliance with the program income requirements when seeking reimbursement from State compensation programs. OVC declines to add such a requirement to this rule, as this type of requirement is more appropriately created in the application requirements and collateral source verification procedures for victim compensation programs, or as an arrangement among State agencies.

§ 94.118 Project Match Requirements

This section is renumbered from 94.116 in the proposed rule to 94.118 in the final rule, and moved under the “Sub-recipient Project Requirements” heading, as commenters correctly pointed out that match is applicable to the VOCA project, not the program. (Section 94.118 of the proposed rule is moved to section 94.120 of the final rule.)

Some commenters suggested eliminating match altogether, while others suggested various different levels for match. OVC has kept a match
requirement, as it serves several purposes, including leveraging federal funding, indicating organizational capacity, and encouraging local investment and engagement in VOCA-funded projects.

Some commenters recommended that OVC consider allowing match at the State level, rather than on a sub-recipient by sub-recipient basis, as this would bring VOCA grant rules into harmony with match requirements under other programs (e.g., those in Family Violence Prevention and Services Act and Violence Against Women Act). OVC has declined to make this change, as it would be a major departure from the Guidelines, and as match required on the project level ensures that sub-recipients have a stake in, and are invested and engaged in, the VOCA-funded project. OVC does note, however, that an SAA is authorized to contribute to matching non-federal funds for any (or all) sub-recipient projects. Authorization, as a practical matter, permits SAs to provide match at the State level.

A commenter asked that OVC modify the proposed requirement that match be used for the same uses and timing as the project’s VOCA funding. OVC declines to do so, as this rule is long-standing and consistent with similar rules that apply to other OVC and federal awards. OVC does note, however, that non-cash contributions—for example, professional services—may be counted as match.

Commenters also questioned why Native American and Alaskan Native sub-recipients and projects on tribal lands, as well as projects in U.S. territories and possessions (excluding Puerto Rico), are not required to provide match. Some commenters asked OVC to keep the 5% match for tribes, while other commenters asked that OVC keep the rule as proposed. OVC has found that these communities often lack victim services, have great victim service needs, and are more often likely to have difficulty meeting match requirements. Match serves the purpose of encouraging collaboration among service providers, and creating a local stake in project outcomes, but it also can present a barrier to applying for VOCA assistance funding in tribal and territorial communities that have relatively few victim service organizations, and have not traditionally been supported by resources available to organizations operating in states. Not requiring match as a default for such communities is designed to streamline application requirements in these areas where, in OVC’s experience, the benefits of a match requirement are outweighed by its burdens. OVC agrees that other areas of the country may face similar circumstances, and, therefore, the final rule provides that OVC will consider exceptions to match upon SAA request, and sets forth generally how OVC will evaluate such requests.

Sub-Recipient Allowable/Unallowable Costs

§ 94.119 Allowable Direct Service Costs

This section is renumbered from 94.117 in the proposed rule to 94.119 in the final rule. (Section 94.119 of the proposed rule is moved to section 94.121 of the final rule.) This section sets forth allowable direct service costs for VOCA projects. Most of these allowable costs (and the parameters under which direct services may be provided) are essentially the same as those in the existing Guidelines and in the proposed rule, but there are some differences, which are discussed below.

General comments. Some general comments asked OVC to clarify that it is not encouraging States to significantly shift funding by allowing new activities. Nowhere in the proposed or this final rule does OVC state that it is encouraging States to significantly shift funding by allowing new activities. Rather, the changes to costs allowed under this program, described below, are important, but marginal, changes that should give States more flexibility when compared to the Guidelines to best serve victims in their communities, but does not require a significant reallocation of resources. Thus, no change is being made in section 94.119 of the final rule to address this comment.

The commenter also asked that OVC clarify that all services provided by VOCA-funded projects are voluntary and should not be contingent upon the client participating in certain support services. OVC is unclear what support services the commenter refers to and so declines to make a change to the rule based on this comment but notes that there are existing rules in place (see 28 CFR part 42) prohibiting services being contingent upon participation in religious activity.

Emergency medical/health care. A commenter expressed concern that proposed section 94.117(a)(1)(ix), which allowed for certain emergency costs for medical and health care, would have limited the amount of time that such services could be provided to 48 hours. OVC believes that the commenter misunderstood the proposed provision, which does not limit such costs, but merely requires that the service provider reasonably believe that an alternative source of payment will not be available within 48 hours. OVC has clarified, in final section 94.119(a)(9), that service providers may pay these costs when other resources are not expected to be available in time to meet emergency victim needs.

Facilitation of participation in criminal justice and other proceedings. A commenter suggested that OVC expand the proposed section 94.117(a)(5) to allow service providers to facilitate victim participation in any public proceeding (e.g., juvenile justice hearings; probation, parole, pardon proceedings; grievance procedures, and sexual predator civil commitment proceedings), not merely criminal justice proceedings. OVC agrees that victims often have an interest in participating as a victim in various fora, and has modified the provisions of section 94.119(e) of the final rule accordingly, to allow the facilitation of such participation.

Legal assistance. The final rule, section 94.119(a)(10), is substantively equivalent to the corresponding section of the proposed rule (which was substantively the same as the Guidelines) regarding use of VOCA funds for emergency legal assistance. In the proposed rule, section 94.117(a)(6) would have expanded allowable legal assistance for victims beyond the emergency context. OVC received many comments on this proposed paragraph, which is renumbered as section 94.119(f) in the final rule.

Many of the commenters opined that the proposed provision on allowable legal assistance was either too broad or too narrow in what it allowed. One commenter asked that OVC state expressly that legal services for divorce, child support, criminal defense, and tort lawsuits are not appropriate uses of VOCA funding. Other commenters asked that OVC clarify that criminal defense services may be appropriate where it is directly related to intimate partner violence.

OVC has clarified the rule to state expressly which costs are allowable—those for criminal defense and tort lawsuits. This clarification makes the program consistent with the OVW Legal Assistance for Victims program (many organizations receive both OVC and OVW funding), which also does not fund criminal defense or tort lawsuits, and also creates a bright-line rule that is more easily administered. OVC notes that some jurisdictions allow victims to file a motion to vacate and/or expunge certain convictions based on their status of being victims. OVC has clarified that such services are allowable with VOCA.
funds. The OVW program does support legal assistance with victim-related family law matters, and OVC has drafted the language of paragraph (f)(3) to be broad enough to include these and other non-tort legal services in a civil context that are reasonably necessary as a direct result of the victimization as allowable costs. Such non-tort, civil legal services include, but are not limited to, assistance in divorce, and child custody and support proceedings.

Many commenters wanted OVC to expand its examples of allowable legal assistance costs in the proposed rule to include specific examples relevant to the organization commenting. On the other hand, some commenters expressed concern that some organizations may misinterpret the examples in the proposed rule as limits. OVC has carefully considered these comments and, in the final rule, has opted to move most of the examples into the preamble of the rule. OVC will issue supplementary guidance as may be needed to further clarify the applicability of the rule in specific factual scenarios.

The following are examples (which are merely illustrative, and not meant to be a comprehensive listing) of some circumstances where civil legal services may be appropriate: Proceedings for protective/restraining orders or campus administrative protection/stay-away orders; family, custody, contract, housing, and dependency matters, particularly for victims of intimate partner violence, child abuse, sexual assault, elder abuse, and human trafficking; immigration assistance for victims of human trafficking, sexual assault, and domestic violence; intervention with creditors, law enforcement (e.g., to obtain police reports), and other entities on behalf of victims of identity theft and financial fraud; intervention with administrative agencies, schools/colleges, tribal entities, and other circumstances where legal advice or intervention would assist in addressing the consequences of a person’s victimization. OVC recognizes that the available resources in each State differ, and, therefore, States retain broad discretion to set limits on the type and scope of legal services that it allows its sub-recipients to provide with VOCA funding.

Forensic medical evidence collection examinations. OVC received several generally supportive comments regarding proposed section 94.117(a)(7), which allowed forensic medical evidence collection examinations to the extent that other funding sources are insufficient, the examination meets State standards, and appropriate crisis counseling and/or other victim services are offered in conjunction with the examination. The final rule, renumbered as section 94.119(g), is unchanged from the proposed rule, except that the final rule does not require examinations to meet State standards, but rather encourages sub-recipients to use specially trained examiners such as Sexual Assault Nurse Examiners to perform these exams. The final rule, similarly, encourages, rather than mandates, that crisis counseling or other services be offered in conjunction with the examination, in order to allow sub-recipients to provide such services as may be appropriate in any given situation.

Forensic interviews. OVC received several comments on proposed section 94.117(a)(8), which allowed forensic interviews, and which is renumbered as section 94.119(h) in the final rule. Some commenters supported allowing VOCA funding for forensic interviews, while others expressed the opinion that VOCA funds should not fund investigative costs. Allowing States to support the costs of victim-centered forensic interviews, particularly those conducted in a multi-disciplinary setting, will help victims by reducing traumatization. The final rule does not include the provision in proposed section 94.117(a)(8)(iv), which would have disallowed VOCA funding used to supplant other funding available for forensic interviews, including criminal justice funding. OVC believes that providing States additional flexibility to meet the important victim need (which, if unsupported, may lead to re-traumatization of the victim) outweighs potential concerns that victim service funding will supplant law enforcement funding for this activity.

A commenter cautioned that forensic interviews should be conducted by child advocacy center forensic interviewers who have training and adhere to the National Child Advocacy Center guidelines. OVC believes this comment is well intentioned, but notes that not all victims needing specialized forensic interviews are children—for example, some victims are adults with disabilities. Moreover, the Federal Bureau of Investigation and some States use alternative standards. Therefore, OVC defers to SAs to determine what organizations appropriately may provide this service.

Services to incarcerated individuals. The existing Guidelines do not allow OVC Victim Assistance Program funds to be used for rehabilitative services or support services to incarcerated individuals (see Guidelines, section IV.E.3.b). OVC, in proposed section 94.130(b) would have modified the prohibition on perpetrator rehabilitation and counseling, to allow services to incarcerated victims in certain circumstances, and, in proposed section 94.117(a)(11), set out proposed rules describing such circumstances.

In this final rule, OVC simply removes the prohibition on perpetrator rehabilitation and counseling, as the prohibition unnecessarily prevents States and communities from fully leveraging all available resources to provide services to these victims, who have been shown to have a great need for such services. States and VOCA-funded sub-recipients may set eligibility criteria for their victim service projects, and thereby determine, in accordance with VOCA and this rule, whether and how such victims might be served by VOCA-funded projects. Correspondingly, OVC does not include any provision under allowable costs addressing services to incarcerated victims, as the costs permitted for direct services to incarcerated victims are the same as those permitted for such services to any crime victim.

OVC received a wide range of comments on this provision. Many were supportive of the removal of the prohibition on providing services to incarcerated victims. Some commenters wanted OVC to affirmatively encourage States to permit sub-grantees to use VOCA funding for such services. Some commenters also noted that the prison system should be responsible for addressing victim needs for incarcerated persons, in the same way that it provides medical care and other services. OVC agrees that the government agencies that oversee detention/correctional facilities have responsibilities for the care of victims within their custody, but believes that prohibiting VOCA-funded organizations from providing services to incarcerated victims deprives such victims of, and communities of, experienced victim service resources. Indeed, such organizations are often the only organizations able to provide such services in some communities.

A commenter noted that the restriction causes agencies routinely to deny services to incarcerated victims but provides the exact same services for the exact same crime to those assaulted just outside the facility. OVC recognizes that victim service resources are finite, but believes that States are best positioned to make resource allocation decisions. Removing the prohibition on serving incarcerated victims will allow States to serve all victims better and more efficiently leverage the expertise of victim service organizations.
Several commenters expressed concern that the proposed rule may trigger the Prison Rape Elimination Act (PREA) provision requiring a reduction or reallocation of federal funding available to a State for “prison purposes” if the State fails to certify compliance with the Department’s National Standards to Prevent, Detect, and Respond to Prison Rape. See 42 U.S.C. 15607(e); 28 CFR part 115. The commenters suggested various ways to re-present the proposed rule to make it clear that VOCA funds are not available for “prison purposes” and mandated reduction or reallocation under PREA. Some commenters expressed support for the proposed rule, but only if the Department clarified that the change would not bring VOCA funding under the PREA penalty. In response, OVC notes that VOCA funds are not available for “prison purposes,” but rather, are—at least for now—specifically allocated for victim services. The final rule in response to these concerns, does not require that services to incarcerated victims must be provided, or how such services should be provided, but merely removes the express prohibition on such services that existed in the Guidelines. As noted in section 94.103 of the final rule, SAAs have sole discretion to determine what organizations will receive funds, and in what amounts, subject to the minimum requirements of this final rule and VOCA. Nothing in VOCA, or this final rule, allows VOCA funding to be diverted to “prison purposes;” rather, VOCA funding is expressly limited by statute to victim services and associated activities. A letter issued to State governors by OVC and OVW on February 11, 2014, did not list any VOCA programs as being available for prison purposes. See http://www.prearesourcetcenter.org/sites/default/files/content/feb_11_2014_proa_letter_with_certification_and_assurance_forms.pdf. VOCA funding, therefore, is not subject to mandated reduction or reallocation for non-compliance under PREA.

Transitional housing. The final rule, at section 94.119(k), includes one notable change from section 94.117(a)(12) of the proposed rule, in which OVC proposed to allow States more flexibility to allow VOCA-funded projects to support transitional housing. Specifically, the final rule provides examples of expenses typically associated with transitional housing to help illustrate allowable uses of this funding. OVC views transitional housing as a necessary victim expense for some victims. This is particularly true for victims of human trafficking, waiting lists for Section 8 housing in the area.

A commenter suggested that OVC use OVW’s transitional housing program as a model. OVC is not setting detailed parameters for transitional housing costs in this rule. To the extent they find the OVW model useful, the final rule allows States to follow that model. A commenter requested that OVC advise States to use their VOCA Compensation funds to meet transitional housing needs, before accessing VOCA Assistance funding for this purpose. OVC notes that it does not anticipate States using VOCA Assistance funding to create new programs for transitional housing, though this would be permissible. Instead, OVC anticipates that States may allow VOCA-funded service providers to expand the range of services offered to victims, and supported by the VOCA subaward, to include transitional housing. OVC further notes that each State’s Compensation program determines coverage of crimes and expenses for its jurisdiction. Therefore, some State Compensation programs may not cover transitional housing needs. OVC wishes to allow States the flexibility to access either VOCA Assistance or Compensation funding for transitional housing related needs, as would best serve victims and is permissible in their jurisdictions, and therefore declines to recommend that States access VOCA Compensation funds prior to accessing VOCA Assistance funds.

Relocation expenses. The final rule, at 94.119(l), generally remains substantially unchanged from the proposed rule, 94.117(a)(13), although the language in this paragraph is reorganized from the proposed rule. The final rule removes the emphasis on particular victims (i.e., domestic violence victims, victims of sexual assault, and victims of human trafficking) who may be in need of relocation assistance. This language is removed so as not to limit inadvertently those victims who are eligible for relocation expenses.

Additionally, the final rule omits the reference in the proposed rule to providing "mortgage assistance", due to the complicated nature of administering such assistance. Thus, under the final rule, while relocation expenses are allowable, mortgage expenses are not allowable.

§ 94.120 Allowable Costs for Activities Supporting Direct Services

OVC renumbered this section from 94.118 in the proposed rule to 94.120 in the final rule, setting forth allowable activities that support direct services.
(Section 94.120 of the proposed rule is moved to section 94.122 of the final rule.)

One commenter asked (with regard to co-ordination activities, automated systems and technology, and volunteer trainings) whether these are allowable as stand-alone projects that may be funded by a State, or whether they must be part of a direct service project. OVC intends that these may be funded by a State in either manner. If they are funded as stand-alone activities, however, they should be activities that leverage resources for direct victim services (e.g., a stand-alone project to train volunteers may make more volunteers available to provide direct services).

**Coordination of activities.** The final rule gives SAAs the latitude to allow sub-recipients to use VOCA funds for activities coordinating victim services. Many commenters supported this provision in the proposed rule. A few opposed, as they were concerned this would divert VOCA resources away from other activities. OVC notes that the final rule provides States with additional flexibility, but does not mandate that States reallocate any funding. Moreover, in the last decade it has become apparent that co-ordination and oversight activities are desirable and may in many cases improve the provision of direct victim services.

A commenter requested that OVC add coalitions to support and assist victims to the list of allowable activities, and OVC has done this.

**Contracts for professional services.** OVC proposed to allow sub-recipients to contract for professional services not available within the sub-recipient organization (in contrast to the Guidelines, which does not allow this). OVC has maintained this section as proposed, in section 94.120(f) of the final rule, but made the examples more concise and conceptual to improve readability. Some commenters suggested that the rule needed to reflect better how contract service providers charge overhead costs, suggesting that the rule be made consistent with that for volunteer services; i.e., the contract rate must be a reasonable market rate for the services provided. OVC agrees and has done this.

**Automated systems and technology.** The proposed rule at section 94.118(e) would have allowed the use of funds for automated systems and technology that support delivery of direct services to victims, and provided examples of such systems and technology, and provided that procurement of personnel, hardware, and other items, were allowable if permitted by the SAA. The final rule, at section 94.120(e), reorganizes the proposed paragraph to fit with the revised structure of the overall section. It also adds a provision indicating that the allowability of such systems and technology is subject to the DOJ Financial Guide and government-wide grant rules, which provide detailed rules relating to the acquisition, use, and disposition of technology equipment and supplies. See 2 CFR part 200. Certain criteria for SAAs to consider when permitting sub-recipients to use funding for automated systems and technology were set out in the Guidelines, but were omitted from the proposed rule. These are added back into the final rule as factors that may be useful for SAAs to consider when determining whether to permit funding to be used for this purpose.

**Volunteer trainings.** The proposed rule, at section 94.118(f) allowed the use of direct service funding in certain circumstances to train volunteer direct service providers. OVC has kept this provision largely unchanged, at 94.120(f). The proposed rule focused on Court Appointed Special Advocate (CASA) volunteers, but commenters suggested that the final rule should be more general, so as not to limit such funding to the CASA context. OVC agrees and has made this edit. The use of direct service funds to support training and co-ordination of volunteer services in such circumstances is appropriate, as it typically allows funded organizations to cost-effectively leverage the available funds and volunteer efforts to provide more direct services for victims.

**Restorative justice.** The proposed rule inadvertently omitted reference to restorative justice efforts, which are permitted in the current Guidelines. OVC has added this back into this final rule at section 94.120(g). The final rule is substantially similar to the Guidelines, except that the paragraph is reorganized to fit stylistically within the final rule, and to provide examples of restorative justice efforts (e.g., tribal community-led meetings and peacekeeping activities). Also, where the Guidelines required such efforts to have "possible" beneficial or therapeutic value, the final rule requires that such efforts must have "reasonably anticipated" beneficial or therapeutic value. OVC believes that such a standard is better suited to meet victim needs.

The final rule provides that a victim's opportunity to withdraw must be inherent in any restorative justice effort supported by program funds, whereas the Guidelines had merely included this as one of several criteria that SAAs should consider when deciding whether to fund such efforts. Lastly, the Guidelines included as another criteria the benefit or therapeutic value to the victim, while the final rule requires that SAAs also consider the costs in relation to the benefit or therapeutic value to the victim, as restorative justice efforts can be expensive and those costs may not be justified under certain circumstances.

§ 94.121 Allowable Sub-Recipient Administrative Costs

Section 94.121 of the final rule sets out allowable sub-recipient administrative costs. These are substantively the same as those in the existing Guidelines, and as in proposed section 94.119.

A commenter noted that there was a discrepancy in the proposed rule, in that training costs were allowed for non-VOCA-funded service providers, but travel costs to attend trainings were not allowed for such providers. OVC agrees that training and training-related travel for non-VOCA-funded service provider staff should be allowable, and has changed the final rule accordingly, at section 94.121(c). The commenter also asked that OVC include certain additional items (e.g., costs of Web sites, social media, mobile devices) in the examples of allowable administrative costs, and OVC has done this in section 94.121(f).

Several commenters suggested that evaluation costs in section 94.121(j) should be capped at a percentage of the grant. OVC believes that evaluation is an important part of improving victim services by developing data-driven improvements to programs and does not cap evaluation costs in the rule. OVC does note that the rule does not prevent SAAs from capping such costs (on a State-wide or project-by-project basis, as appropriate), or limiting such costs to amounts that are reasonable given State goals and funding constraints.

§ 94.122 Expressly Unallowable Sub-Recipient Costs

OVC has renumbered proposed 94.120 as section 94.122 of the final rule, setting forth expressly unallowable project costs. Most of these provisions are the same as those in the existing Guidelines, and the proposed rule, with the following exceptions:

**Perpetrator rehabilitation and counseling.** The rule prohibiting use of VOCA funds for perpetrator rehabilitation and counseling has been removed to allow VOCA-funded service providers to provide victim assistance services to victims who are incarcerated. This is more fully discussed above in
the discussion of comments under section 94.115 of the final rule.

Victim attendance at conferences. OVC has removed this odd provision from the list of unallowable costs, but expects that sub-recipients will not use funds for this purpose.

Purchasing vehicles. Some commenters favored allowing the purchase of vehicles with VOCA funds, but others opposed it. OVC agrees with comments that pointed out that in some jurisdictions purchasing a vehicle may be more costly than leasing a vehicle for victim service work and has removed purchasing vehicles from the list of unallowable costs. States now have the discretion to allow sub-recipients to lease or purchase vehicles.

Indirect organizational costs. The government-wide grant requirements in 2 CFR part 200, as implemented in December 2014 by the Department of Justice at 2 CFR part 2800 (79 FR 76081, Dec. 19, 2014), state a policy that federal awards should bear their fair share of costs, including reasonable, allocable, and allowable direct and indirect costs. This contrasts with the VOCA Guidelines, which prohibit indirect organizational costs. Given the policy in the recently issued government-wide requirements, OVC has removed the provision that prohibited sub-recipients from using VOCA funds for certain organizational costs. Removing the prohibition should simplify administration of VOCA sub-awards, by aligning the requirements for VOCA-funded projects, with the government-wide grant requirements and cost principles, which allow federal funding to support sub-recipient indirect costs (see 2 CFR 200.311 and 200.414).

In the Guidelines, and the proposed rule at 94.120(f), liability insurance on buildings, and body guards (which OVC understands to mean security guards, as it is listed as a capital expense), were not allowable. OVC removes these from the list of unallowable costs in the final rule, as these costs may be allowable under the revised government-wide grant rules in 2 CFR part 200, if appropriately allocated to an award either directly or indirectly.

IV. Regulatory Certifications

Regulatory Flexibility Act

In accordance with the Regulatory Flexibility Act (5 U.S.C. 605(b)), the Office for Victims of Crime has reviewed this regulation and, by approving it, certifies that it will not have a significant economic impact on a substantial number of small entities.

The OVC Victim Assistance Program distributes funding to States pursuant to the VOCA formula, a statutory provision, which is not affected by this regulation. The VOCA formula sets out the allocation of grant funds among States, and designates the States that will receive grant funds—the regulation alters neither the allocation of Federal funding, nor the designation of which States will receive annual funding pursuant to that allocation. Moreover, VOCA affords substantial latitude to the States in determining where to allocate the formula funding within each jurisdiction. This rule, to the extent that it creates certain set-asides and permissible areas of emphasis for State victim assistance programs, only applies to federally provided funding. As a rule governing a Federal grant program to States and major U.S. territories, the only economic impact on small entities is that of potential financial assistance, as the rule would not apply to any entity that was not a recipient of VOCA funding under this program. This regulation, therefore, will not have a significant economic impact on a substantial number of small entities.

Executive Orders 12866 and 13563—Regulatory Review

This rule has been drafted and reviewed in accordance with Executive Order 12866, “Regulatory Planning and Review” section 1(b), Principles of Regulation, and in accordance with Executive Order 13563 “Improving Regulation and Regulatory Review” section 1(b), General Principles of Regulation.

The Office of Justice Programs has determined that this rule is a “significant regulatory action” under Executive Order 12866, section 3(f), Regulatory Planning and Review, and accordingly this rule has been reviewed by the Office of Management and Budget.

Executive Order 13563 directs agencies to propose or adopt a regulation only upon a reasoned determination that its benefits justify its costs; tailor the regulation to impose the least burden on society, consistent with obtaining the regulatory objectives; and, in choosing among alternative regulatory approaches, select the approaches that maximize net benefits. Executive Order 13563 recognizes that some benefits and costs are difficult to quantify and provides that, where appropriate and permitted by law, agencies may consider and discuss qualitative values that are difficult or impossible to quantify, including equity, human dignity, fairness, and distributive impacts.

The rule merely clarifies and updates the existing Guidelines, but does not alter the existing program structure at all. Updating the existing Guidelines to clearly and accurately reflect the statutory parameters will facilitate State compliance with VOCA requirements, and thus avoid potentially costly non-compliance findings. The rule makes some substantive changes to the existing Guidelines, but most of these would be of a permissive, not restrictive or mandatory, nature. Some changes, like allowing more flexibility to co-ordinate and leverage community resources, and adopt alternative monitoring strategies, would impose no costs but will potentially allow States to use existing funding more efficiently. Other changes that allow States to allocate funding to services not presently allowable would change the allocation of VOCA funding among victim services provided by sub-recipients, and among victim service organizations. Such reallocations of funding, however, are not mandated and each State would make the ultimate decision with regard to whether to change its current funding allocations, if it chooses to do so at all. This is not a change from the present discretion that States have to allocate funding according to State priorities. Any potential reallocations would be relatively minor (even when taken in aggregate across States) in comparison to the overall mix of allowable victim services, and thus they are unlikely to create new costs or significant fund transfers. In any event, the benefits of additional services for underserved and un-served victims are significant.

The provision allowing alternative risk-based monitoring procedures imposes no new costs on States that choose to retain their existing procedures, but will allow States that wish to implement more cost effective alternatives to do so.

The elimination of match for American Indian and Alaskan Native tribes and projects on tribal lands will permit victim service organizations in these communities, many of which do not have the resources to provide matching funds, the ability to more easily seek VOCA funding for victim services. This will benefit victims in these communities, many of whom are underserved. This change is unlikely to impose new costs on States, as there is no requirement that the administering agencies fund American Indian or Alaskan Native tribes or organizations at a particular level, and the amount of funding allocated to these organizations historically is a very small percentage of overall VOCA funding.

All of the changes to the provisions governing allowable and unallowable costs are in the nature of granting States
additional flexibility to fund certain activities. None of the changes would require States to expend additional funding in any area, or change funding allocations. Moreover, the changes, while important, are relatively minor when compared to the entire scope of costs allowable with VOCA funding. Consequently, to the extent that States choose to fund the newly allowable victim services (e.g., increased time allowed in transitional housing), the reallocation of funding will not result in a significant reallocation of overall funding, given the small number of newly allowable services when compared to the overall mix of allowable victim services. In addition, it is not certain which States will permit what additional services if given the flexibility to do so, and to what extent, as these decisions typically are often made through State legislative or administrative processes and address considerations unique to each State. The important benefit of such potential minor reallocations of resources, whether within organizations that presently receive VOCA funding and will provide augmented services, or (in the less common case) to new organizations, would be that previously underserved or un-served victims would receive needed assistance.

Executive Order 13132—Federalism

This rule will not have substantial direct effects on the States, on the relationship between the national government and the States, or on distribution of power and responsibilities among the various levels of government, as the rule only affects the eligibility for, and use of, federal funding under this program. The rule will impose substantal direct compliance costs on State and local governments, or preempt any State laws. Therefore, in accordance with Executive Order No. 13132, it is determined that this rule does not have sufficient federalism implications to warrant the preparation of a Federalism Assessment.

Executive Order 12866—Civil Justice Reform

This rule meets the applicable standards set forth in sections 3(a) & (b)(2) of Executive Order No. 12866. Pursuant to section 3(b)(1)(B) of the Executive Order, nothing in this or any previous rule (or in any administrative policy, directive, ruling, notice, guideline, guidance, or writing) directly relating to the Program that is the subject of this rule is intended to create any legal or procedural rights enforceable against the United States, except as the same may be contained within subpart B of part 94 of title 28 of the Code of Federal Regulations.

Unfunded Mandates Reform Act of 1995

This rule will not result in the expenditure by State, local and tribal governments, in the aggregate, or by the private sector, of $100,000,000 or more in any one year, and it will not significantly or uniquely affect small governments. The VOCA Victim Assistance Program is a formula grant program that provides funds to States to provide financial support to eligible crime victim assistance programs. Therefore, no actions are necessary under the provisions of the Unfunded Mandates Reform Act of 1995.

Small Business Regulatory Enforcement Fairness Act of 1996

This rule is not a major rule as defined by section 804 of the Small Business Regulatory Enforcement Fairness Act of 1996. This rule will not result in an annual effect on the economy of $100,000,000 or more; a major increase in costs or prices; or significant adverse effects on competition, employment, investment, productivity, innovation, or on the ability of United States-based companies to compete with foreign-based companies in domestic and export markets.

Paperwork Reduction Act

This rule does not propose any new, or changes to existing, "collection(s) of information" as defined by the Paperwork Reduction Act of 1995 (44 U.S.C. 3501, et seq.) and its implementing regulations at 5 CFR part 1320.

OVC sets forth a requirement, in section 94.105 of the final rule that SAs update their subgrant award report information within 30 days of a change in such information. This requirement does not change the overall burden of the subgrant award report, which is estimated to take approximately three minutes to complete. It merely provides a reasonable timeframe for updating information that changes during a grant period. As the report contains only high level summary data, not detailed budget data, OVC estimates that the burden of requiring updates of this report throughout the grant period will be minimal.

List of Subjects in 28 CFR Part 94

Administrative practice and procedure; Formula grant program; Victim assistance.

Accordingly, for the reasons set forth in the preamble, Title 28, part 94, of the Code of Federal Regulations is amended as follows:

PART 94—CRIME VICTIM SERVICES

§ 94.101 Purpose and scope; future guidance; construction and severability; compliance date.

(a) Purpose and scope. This subpart implements the provisions of VOCA, at 42 U.S.C. 10603, which, as of July 8, 2016, authorize the Director to make an annual grant to the chief executive of each State for the financial support of
eligible crime victim assistance programs. VOCA sets out the statutory requirements governing these grants, and this subpart should be read in conjunction with it. Grants under this program also are subject to the government-wide grant rules in 2 CFR part 200, as implemented by the Department of Justice at 2 CFR part 2800, and the DOJ Grants Financial Guide.

(b) Future guidance. The Director may, pursuant to 42 U.S.C. 10604(a), prescribe guidance for grant recipients and sub-recipients under this program on the application of this subpart.

(c) Construction and severability. Any provision of this subpart held to be invalid or unenforceable by its terms, or as applied to any person or circumstance, shall be construed so as to give it the maximum effect permitted by law, unless such holding shall be one of utter invalidity or unenforceability, in which event such provision shall be deemed severable from this part and shall not affect the remainder thereof or the application of such provision to other persons not similarly situated or to other, dissimilar circumstances.

(d) Compliance date. This subpart applies to all grants under this program made by OVC after August 8, 2016, except for funds that the SAA obligated before August 8, 2016 (i.e., pre-award funds under grants made in 2016). SAAs may permit the use of funds that are unobligated as of August 8, 2016 for activities permitted by this subpart, but not by the Guidelines.

§ 94.102 Definitions.

As used in this subpart:

Crime victim or victim of crime means a person who has suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime.

Direct services or services to victims of crime means those services described in 42 U.S.C. 10603(d)(2), and efforts that—

(1) Respond to the emotional, psychological, or physical needs of crime victims;

(2) Assist victims to stabilize their lives after victimization;

(3) Assist victims to understand and participate in the criminal justice system; or

(4) Restore a measure of security and safety for the victim.

OVC means the Office for Victims of Crime with jurisdiction in the United States Department of Justice’s Office of Justice Programs.

Project means the direct services project funded by a grant under this program, unless context indicates otherwise.

Spousal abuse includes domestic and intimate partner violence.

State Administrating Agency or SAA is the governmental unit designated by the chief executive of a State to administer grant funds under this program.

Sub-recipient means an entity that is eligible to receive grant funds under this program from a State under this subpart.

Victim of crime means a victim of crime, where such crime involved an act or omission considered to be child abuse under the law of the relevant SAA jurisdiction.

Victim of child abuse means a victim of child abuse, which means a person under the age of 18 years who is physically, emotionally, or sexually abused or neglected, or exploited.

Victim of federal crime means a victim of an offense in violation of a federal criminal statute or regulation, including, but not limited to, offenses that occur in an area where the federal government has jurisdiction, whether in the United States or abroad, such as Indian reservations, national parks, federal buildings, and military installations.


VOC funds or VOC funding means grant funds (or grant funding) under this program.

VOC grant means the annual grant from OVC to a State under this program.

SAA Program Requirements

§ 94.103 General.

(a) Direct services. SAAs may use VOC funds to provide direct services through sub-recipients or in their own projects, that are administrative and training costs of the SAA. SAAs have sole discretion to determine which organizations will receive funds, and in what amounts, subject to the minimum requirements set forth in VOCA and this subpart. SAAs must ensure that projects provide services to victims of federal crimes, whose services are necessary to victims of crimes under State or local law. SAAs may fund direct services regardless of a victim’s participation in the criminal justice process. Victim eligibility under this program for direct services is not dependent on the victim’s immigration status.

(b) SAA eligibility certification. Each SAA must certify that it will meet the criteria set forth in VOCA, at 42 U.S.C. 10603(a)(2), and in this subpart. This certification shall be submitted by the chief executive of the State or a designee annually in such form and manner as VOC specifies from time to time. As of July 8, 2016, VOCA replaces the chief executive to certify that—

(1) Priority will be given to programs providing assistance to victims of sexual assault, spousal abuse, or child abuse;

(2) Funds will be made available to programs serving underserved victims;

(3) VOC funds awarded to the State, and by the State to eligible crime victim assistance programs, will not be used to supplant State and local government funds otherwise available for crime victim assistance.

(c) Pass-through administration. SAAs have broad latitude in structuring their administration of VOCA funding. VOCA funding may be administered by the SAA itself, or by other means, including the use of pass-through entities (such as coalitions of victim service providers) to make determinations regarding award distribution to and to administer funding.

(d) Strategic planning. SAAs are encouraged to develop a funding strategy, which should consider the following: The range of direct services throughout the State and within communities; the sustainability of such services; the unmet needs of crime victims; the demographic profile of crime victims; the coordinated, cooperative response of community organizations in organizing direct services; the availability of direct services throughout the criminal justice process, as well as to victims who are not participating in criminal justice proceedings; and the extent to which other sources of funding are available for direct services.

(e) Coordination. SAAs are encouraged to coordinate their activities with their jurisdiction’s VOCA compensation programs, STOP Violence Against Women Formula Grant Program administrator, victim assistance coalitions, federal agencies, and other relevant organizations.

(f) Compliance with other rules and requirements. SAAs shall comply (and ensure sub-recipient compliance) with all applicable provisions of VOCA, this subpart, and any guidance issued by
OVC, as well as all applicable provisions of the DOJ Grants Financial Guide and government-wide grant rules.

(g) Access to records. SAAs shall, upon request, and consistent with 2 CFR 200.336, permit OVC access to all records related to the use of VOCA funding.

§ 94.104 Allocation of sub-awards.
(a) Directed allocation of forty percent overall. Except as provided in paragraph (d) of this section, each SAA shall allocate each year’s VOCA grant as specified below in paragraphs (b) and (c) of this section. Where victims of priority category crimes are determined to be underserved as well, an SAA may count funds allocated to projects serving such victims in either the priority category or the underserved category, but not both.

(b) Priority categories of crime victims (thirty percent total). SAAs shall allocate at least ten percent of each year’s VOCA grant to each of the three priority categories of victims specified in the certification requirement in VOCA, at 42 U.S.C. 10603(a)(2)(A), which, as of July 8, 2016, includes victims of—
   (1) Sexual assault,
   (2) Spousal abuse, and
   (3) Child abuse.
   
(c) Previously underserved category (ten percent total). SAAs shall allocate a minimum of ten percent of each year’s VOCA grant to underserved victims of violent crime, as specified in VOCA, at 42 U.S.C. 10603(a)(2)(B). To meet this requirement, SAAs shall identify which type of crime victim a service project assists by the type of crime they have experienced or the demographic characteristics of the crime victim, or both.

(d) Exceptions to required allocations. The Director may approve an allocation different from that specified in paragraphs (b) and (c) of this section, pursuant to a written request from the SAA that demonstrates (to the satisfaction of the Director) that there is good cause therefor.

(e) Sub-award process: Documentation, conflicts of interest, and competition of funding to sub-recipients. (1) SAAs have sole discretion to determine which organizations will receive funds, and in what amounts, subject to the requirements of VOCA, this subpart, and the provisions in the DOJ Grants Financial Guide relating to conflicts of interest. SAAs must maintain a documented methodology for selecting all competitive and non-competitive sub-recipients.
   (2) SAAs are encouraged to award funds through a competitive process, when feasible. Typically, such a process entails an open solicitation of applications and a documented determination, based on objective criteria set in advance by the SAA (or pass-through entity, as applicable).
   (f) Direct-service projects run by SAAs. An SAA may use no more than ten percent of its annual VOCA grant to fund its own direct service projects, unless the Director grants a waiver.

§ 94.105 Reporting requirements.
(a) Subgrant award reports. SAAs shall submit, at such times and in such form and manner as OVC may specify from time to time, subgrant award reports to OVC for each project that receives VOCA funds. If an SAA awards funds to a pass-through entity, the SAA also shall submit a report on the pass-through entity, at such times and in such form and manner as OVC may specify from time to time, performance reports to OVC on a quarterly basis.

(b) Performance report. SAAs shall submit, in such form and manner as OVC may specify from time to time, performance reports to OVC on a quarterly basis.

(c) Obligation to report fraud, waste, abuse, and similar misconduct. SAAs shall—
   (1) Promptly notify OVC of any formal allegation or finding of fraud, waste, abuse, or similar misconduct involving VOCA funds;
   (2) Promptly refer any credible evidence of such misconduct to the Department of Justice Office of the Inspector General; and
   (3) Apprise OVC, in timely fashion, of the status of any on-going investigations

§ 94.106 Monitoring requirements.
(a) Monitoring plan. Unless the Director grants a waiver, SAAs shall develop and implement a monitoring plan in accordance with the requirements of this section and 2 CFR 200.331. The monitoring plan must include a risk assessment plan.
(b) Monitoring frequency. SAAs shall conduct regular desk monitoring of all sub-recipients. In addition, SAAs shall conduct on-site monitoring of all sub-recipients at least once every two years during the award period, unless a different frequency based on risk assessment is set out in the monitoring plan.
(c) Recordkeeping. SAAs shall maintain a copy of site visit results and other documents related to compliance.

§ 94.107 Administration and training.
(a) Amount. No SAA may use more than the amount prescribed by VOCA, at 42 U.S.C. 10603(b)(3), for training and administration. As of July 8, 2016, the amount is five percent of a State’s annual VOCA grant.
(b) Notification. An SAA shall notify OVC of its decision to use VOCA funds for training or administration, either at the time of application for the VOCA grant or within thirty days of such decision. Such notification shall indicate what portion of the amount will be allocated for training and what portion for administration. If VOCA funding will be used for administration, the SAA shall follow the rules and submit the certification required in § 94.108 regarding supplantation.
(c) Availability. SAAs shall ensure that each training and administrative activity funded by the VOCA grant occurs within the award period.
(d) Documentation. SAAs shall maintain sufficient records to substantiate the expenditure of VOCA funds for training or administration.

§ 94.108 Prohibited supplantation of funding for administrative costs.
(a) Non-supplantation requirement. SAAs may not use VOCA funding to supplant State administrative support for the State crime victim assistance program. Consistent with the DOJ Grants Financial Guide, such supplantation is the deliberate reduction of State funds because of the availability of VOCA funds. Where a State decreases its administrative support for the State crime victim assistance program, the SAA must submit, upon request from OVC, an explanation for the decrease.

(b) Baseline for administrative costs. In each year in which an SAA uses VOCA funds for administration, it shall—
   (1) Establish and document a baseline level of non-VOCA funding required to administer the State victim assistance program, based on SAA expenditures for administrative costs during that fiscal year and the previous fiscal year, prior to expending VOCA funds for administration; and
   (2) Submit the certification required by 42 U.S.C. 10604(h), which, as of July 8, 2016, requires an SAA to certify here that VOCA funds will not be used to supplant State funds, but will be used to increase the amount of such funds that would, in the absence of VOCA
§ 94.109 Allowable administrative costs.

(a) Funds for administration may be used only for costs directly associated with administering a State’s victim assistance program. Where allowable administrative costs are allocable to both the crime victim assistance program and another State program, the VOCA grant may be charged no more than its proportionate share of such costs. SAAs may charge a federally-approved indirect cost rate to the VOCA grant, provided that the total amount charged does not exceed the amount prescribed by VOCA for training and administration.

(b) Costs directly associated with administering a State victim assistance program generally include the following:

1. Salaries and benefits of SAA staff and consultants to administer and manage the program;
2. Training of SAA staff, including, but not limited to, travel, registration fees, and other expenses associated with SAA staff attendance at technical assistance meetings and conferences relevant to the program;
3. Monitoring compliance of VOCA sub-recipients with federal and State requirements, support for victims’ rights compliance programs, provision of technical assistance, and evaluation and assessment of program activities, including, but not limited to, travel, mileage, and other associated expenses;
4. Reporting and related activities necessary to meet federal and State requirements;
5. Program evaluation, including, but not limited to, surveys or studies that measure the effect or outcome of victim services;
6. Program audit costs and related activities necessary to meet federal audit requirements for the VOCA grant;
7. Technology-related costs, generally including for grant management systems, electronic communications systems and platforms (e.g., Web pages and social media), geographic information systems, victim notification systems, and other automated systems, related equipment (e.g., computers, software, fax and copying machines, and TTY/TDDs) and related technology support services necessary for administration of the program;
8. Memberships in crime victims’ organizations and organizations that support the management and administration of victim assistance programs, and publications and materials such as curricula, literature, and protocols relevant to the management and administration of the program;
9. Strategic planning, including, but not limited to, the development of strategic plans, both service and financial, including conducting surveys and needs assessments;
10. Coordination and collaboration efforts among relevant federal, State, and local agencies and organizations to improve victim services;
11. Publications, including, but not limited to, developing, purchasing, printing, distributing training materials, victim services directories, brochures, and other relevant publications; and
12. General program improvements—Enhancing overall SAA operations relating to the program and improving the delivery and quality of program services to crime victims throughout the State.

§ 94.110 Allowable training costs.

VOCA funds may be used only for training activities that occur within the award period, and all funds for training must be obligated prior to the end of such period. Allowable training costs generally include, but are not limited to, the following:

(a) Statewide/regional training of personnel providing direct assistance and allied professionals, including VOCA funded and non-VOCA funded personnel, as well as managers and Board members of victim service agencies; and

(b) Training academies for victim assistance.

Sub-Recipient Program Requirements

§ 94.111 Eligible crime victim assistance programs.

SAAs may award VOCA funds only to crime victim assistance programs that meet the requirements of VOCA, at 42 U.S.C. 10603(b)(1), and this subpart. Each such program shall abide by any additional criteria or reporting requirements established by the SAA.

§ 94.112 Types of eligible organizations and organizational capacity.

(a) Eligible programs. Eligible programs are not limited to entities whose sole purpose is to provide direct services. There are special considerations for certain types of entities, as described below:

1. Faith-based and neighborhood programs. SAAs may award VOCA funds to otherwise eligible faith-based and neighborhood programs, but in making such awards, SAAs shall ensure that such programs comply with all applicable federal law, including, but not limited to, part 38 of this chapter.

2. Crime victim compensation programs. SAAs may provide VOCA victim assistance funding to compensation programs only for the purpose of providing direct services that extend beyond the essential duties of the staff administering the compensation program, which services may include, but are not limited to, crisis intervention; counseling; and providing information, referrals, and follow-up for crime victims.

3. Victim service organizations located in an adjacent State. SAAs may award VOCA funds to otherwise eligible programs that are physically located in an adjacent State, but in making such awards, the SAA shall provide notice of such award to the SAA of the adjacent State, and coordinate, as appropriate, to ensure effective provision of services, monitoring, auditing of federal funds, compliance, and reporting.

4. Direct service programs run by the SAA. SAAs may fund their own direct service programs, but, under § 94.104(f), may allocate no more than ten percent of the VOCA grant to such programs, and each such program shall adhere to the allowable/unallowable cost rules for sub-recipient projects set out in this subpart at §§ 94.119 through 94.122.

(b) Organizational capacity of the program. For purposes of VOCA, at 42 U.S.C. 10603(b)(1)(B), the following shall apply:

1. Record of effective services to victims of crime and support from sources other than the Crime Victims Fund. A program has demonstrated a record of effective direct services and support from sources other than the Crime Victims Fund when, for example, it demonstrates the support and approval of its direct services by the community, its history of providing direct services in a cost-effective manner, and the breadth or depth of its financial support from sources other than the Crime Victims Fund.

2. Substantial financial support from sources other than the Crime Victims Fund. A program has substantial financial support from sources other than the Crime Victims Fund when at least twenty-five percent of the program’s funding in the year of, or the year preceding the award comes from such sources, which may include other federal funding programs. If the funding is non-federal (or meets the DOJ Grants Financial Guide exceptions for using federal funding for match), then a program may count the used funding to demonstrate non-VOCA substantial financial support toward its project match requirement.
§94.113 Use of volunteers, community efforts, compensation assistance.

(a) Mandated use of volunteers: waiver. Programs shall use volunteers, to the extent required by the SAA, in order to be eligible for VOCA funds. The chief executive of the State, who may act through the SAA, may waive this requirement, provided that the program submits written documentation of its efforts to recruit and maintain volunteers, or otherwise demonstrate why circumstances prohibit the use of volunteers, to the satisfaction of the chief executive.

(b) Waiver of use of volunteers. SAAs shall maintain documentation supporting any waiver granted under VOCA, at 42 U.S.C. 10603(b)(1)(C), relating to the use of volunteers by programs.

(c) Promotion of community efforts to aid crime victims. Community served coordinated public and private efforts to aid crime victims may include, but are not limited to, serving on federal, State, local, or tribal work groups to oversee and recommend improvements to community responses to crime victims, and developing written agreements and protocols for such responses.

(d) Assistance to victims in applying for compensation. Assistance to potential recipients of crime victim compensation benefits (including potential recipients who are victims of federal crime) in applying for such benefits may include, but are not limited to, referring such potential recipients to an organization that can so assist, identifying crime victims and advising them of the availability of such benefits, assisting such potential recipients with application forms and procedures, obtaining necessary documentation, monitoring claim status, and intervening on behalf of such potential recipients with the crime victims’ compensation program.

§94.114 Prohibited discrimination.

(a) The VOCA non-discrimination provisions specified at 42 U.S.C. 10604(e) shall be implemented in accordance with 28 CFR part 42.

(b) In complying with VOCA, at 42 U.S.C. 10604(e), as implemented by 28 CFR part 42, SAAs and sub-recipients shall comply with such guidance as may be issued from time to time by the Office for Civil Rights within the Office of Justice Programs.

§94.115 Non-disclosure of confidential or private information.

(a) Confidentiality. SAAs and sub-recipients of VOCA funds shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services under this program and shall not disclose, reveal, or release, except pursuant to paragraphs (b) and (c) of this section—

(1) Any personally identifying information or individual information collected in connection with VOCA-funded services requested, utilized, or denied, regardless of whether such information has been encoded, encrypted, hashed, or otherwise protected; or

(2) Individual client information, without the informed, written, reasonably time-limited consent of the person about whom information is sought, except that consent for release may not be given by the abuser of a minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without a parent’s (or the guardian’s) consent, the minor or person with a guardian may consent to release of information without additional consent from the parent or guardian.

(b) Release. If release of information described in paragraph (a)(2) of this section is compelled by statutory or court mandate, SAAs or sub-recipients of VOCA funds shall make reasonable attempts to provide notice to victims affected by the disclosure of the information, and take reasonable steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(c) Information sharing. SAAs and sub-recipients may share—

(1) Non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying demographic information in order to comply with reporting, evaluation, or data collection requirements;

(2) Court-generated information and law-enforcement-generated information contained in secure governmental registries for protection order enforcement purposes; and

(3) Law enforcement- and prosecution-generated information necessary for law enforcement and prosecution purposes.

(d) Personally identifying information. In no circumstances may—

(1) A crime victim be required to provide a consent to release personally identifying information as a condition of eligibility for VOCA-funded services;

(2) Any personally identifying information be shared in order to comply with reporting, evaluation, or data-collection requirements of any program;

(e) Mandatory reporting. Nothing in this section prohibits compliance with legally mandated reporting of abuse or neglect.

Sub-Recipient Project Requirements

§94.116 Purpose of VOCA-funded projects.

VOCA funds shall be available to sub-recipients only to provide direct services and supporting and administrative activities as set out in this subpart. SAAs shall ensure that VOCA sub-recipients obligate and expend funds in accordance with VOCA and this subpart. Sub-recipients must provide services to victims of federal crimes on the same basis as to victims of crimes under State or local law. Sub-recipients may provide direct services regardless of a victim’s participation in the criminal justice process. Victim eligibility under this program for direct services is not dependent on the victim’s immigration status.

§94.117 Cost of services; sub-recipient program income.

(a) Cost of services. Sub-recipients shall provide VOCA-funded direct services at no charge, unless the SAA grants a waiver allowing the sub-recipient to generate program income by charging for services. Program income, where allowed, shall be subject to federal grant rules and the requirements of the DOJ Grants Financial Guide, which, as of July 8, 2016, require in most cases that any program income be restricted to the same uses as the sub-award funds and expended during the grant period in which it is generated.

(b) Considerations for waiver. In determining whether to grant a waiver under this section, the SAA should consider whether charging victims for services is consistent with the project’s victim assistance objectives and whether the sub-recipient is capable of effectively tracking program income in accordance with financial accounting requirements.

§94.118 Project match requirements.

(a) Project match amount. Sub-recipients shall contribute (i.e., match) not less than twenty percent (cash or in-kind) of the total cost of each project, except as provided in paragraph (b) of this section.

(b) Exceptions to project match requirement. The following are not subject to the requirement set forth in paragraph (a) of this section:

(1) Sub-recipients that are federally-recognized American Indian or Alaska Native tribes, or projects that operate on tribal lands;

(2) Sub-recipients that are territories or possessions of the United States (except for the Commonwealth of Puerto
 Rico), or projects that operate therein; and
(3) Sub-recipients other than those described in paragraphs (b)(1) and (2) of this section, that have applied through their SAAs for, and been granted, a full or partial waiver from the Director. Waiver requests must be supported by the SAA and justified in writing. Waiver requests are entirely at the Director’s discretion, but the Director typically considers factors such as local resources, annual budget changes, past ability to provide match, and whether the funding is for new or additional activities requiring additional match versus continuing activities where match is already provided.
(c) Sources of project match.
Contributions under paragraph (a) of this section shall be derived from non-federal sources, except as may be provided in the DOJ Grants Financial Guide, and may include, but are not limited to, the following:
(1) Cash, i.e., the value of direct funding for the project;
(2) Volunteered professional or personal services, the value placed on which shall be consistent with the rate of compensation (which may include fringe benefits) paid for similar work in the program, but if the similar work is not performed in the program, the rate of compensation shall be consistent with the rate found in the labor market in which the program competes;
(3) Materials/Equipment, but the value placed on lent or donated equipment shall not exceed its fair market value;
(4) Space and facilities, the value placed on which shall not exceed the fair rental value of comparable space and facilities as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality; and
(5) Non-VOCA funded victim assistance activities, including but not limited to, performing direct service, coordinating, or supervising those services, training victim assistance providers, or advocating for victims.
(d) Discounts. Any reduction or discount provided to the sub-recipient shall be valued as the difference between what the sub-recipient paid and what the provider’s nominal or fair market value is for the good or service.
(e) Use of project match.
Contributions under paragraph (a) of this section are restricted to the same uses, and timing deadlines for obligation and expenditure, as the project’s VOCA funding.
(f) Recordkeeping [for project match].
Each sub-recipient shall maintain records that clearly show the source and amount of the contributions under paragraph (a) of this section, and period of time for which such contributions were allocated. The basis for determining the value of personal services, materials, equipment, and space and facilities shall be documented. Volunteer services shall be substantiated by the same methods used by the sub-recipient for its paid employees (generally, this should include timesheets substantiating time worked on the project).

Sub-Recipient Allowable/Unallowable Costs § 94.119 Allowable direct service costs.
Direct services for which VOCA funds may be used include, but are not limited to, the following:
(a) Immediate emotional, psychological, and physical health and safety—Services that respond to immediate needs (other than medical care, except as allowed under paragraph (a)(9) of this section) of crime victims, including, but not limited to:
(1) Crisis intervention services;
(2) Accompanying victims to hospitals for medical examinations;
(3) Hotline counseling;
(4) Safety planning;
(5) Emergency food, shelter, clothing, and transportation;
(6) Short-term (up to 45 days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed;
(7) Short-term (up to 45 days) nursing-home, adult foster care, or group-home placement for adults for whom no other safe, short-term residence is available;
(8) Window, door, or lock replacement or repair, and other repairs necessary to ensure a victim’s safety;
(9) Costs of the following, on an emergency basis (i.e., when the State’s compensation program, the victim’s (or in the case of a minor child, the victim’s parent’s or guardian’s) health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime): Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease, durable medical equipment (such as wheelchairs, crutches, hearing aids, eyeglasses), and other healthcare items are allowed; and
(10) Emergency legal assistance, such as for filing for restraining or protective orders, and obtaining emergency custody orders and visitation rights:
(b) Personal advocacy and emotional support—Personal advocacy and emotional support, including, but not limited to:
(1) Working with a victim to assess the impact of the crime;
(2) Identification of victim’s needs;
(3) Case management;
(4) Management of practical problems created by the victimization;
(5) Identification of resources available to the victim;
(6) Provision of information, referrals, advocacy, and follow-up contact for continued services, as needed; and
(7) Traditional, cultural, and/or alternative therapy/healing (e.g., art therapy, yoga);
(c) Mental health counseling and care—Mental health counseling and care, including, but not limited to, outpatient therapy/counseling (including, but not limited to, substance abuse treatment so long as the treatment is directly related to the victimization) provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered;
(d) Peer-support—Peer-support, including, but not limited to, activities that provide opportunities for victims to meet other victims, share experiences, and provide self-help, information, and emotional support;
(e) Facilitation of participation in criminal justice and other public proceedings arising from the crime—The provision of services and payment of costs that help victims participate in the criminal justice system and in other public proceedings arising from the crime (e.g., juvenile justice hearings, civil commitment proceedings), including, but not limited to:
(1) Advocacy on behalf of a victim;
(2) Accompanying a victim to offices and court;
(3) Transportation, meals, and lodging to allow a victim who is not a witness to participate in a proceeding;
(4) Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency;
(5) Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceeding;
(6) Notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings);
(f) Assistance with Victim Impact Statements;
(g) Assistance in recovering property that was retained as evidence; and
(h) Assistance with restitution advocacy on behalf of crime victims;
(i) Legal assistance—Legal assistance services (including, but not limited to,
those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization. Such services include, but are not limited to:
(1) Those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding;
(2) Motions to vacate or expunge a conviction, or similar actions, where the jurisdiction permits such a legal action based on a person’s being a crime victim; and
(3) Those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization;
(g) Forensic medical evidence collection examinations—Forensic medical evidence collection examinations for victims to the extent that other funding sources such as State appropriations are insufficient. Forensic medical evidence collection examiners are encouraged to follow relevant guidelines or protocols issued by the State or local jurisdiction. Sub-recipients are encouraged to provide appropriate crisis counseling and/or other types of victim services that are offered to the victim in conjunction with the examination. Sub-recipients are also encouraged to use specially trained examiners such as Sexual Assault Nurse Examiners;
(h) Forensic interviews—Forensic interviews, with the following parameters:
(1) Results of the interview will be used not only for law enforcement and prosecution purposes, but also for identification of needs such as social services, personal advocacy, case management, substance abuse treatment, and mental health services;
(2) Interviews are conducted in the context of a multi-disciplinary investigation and diagnostic team, or in a specialized setting such as a child advocacy center; and
(3) The interviewer is trained to conduct forensic interviews appropriate to the developmental age and abilities of children, or the developmental, cognitive, and physical or communication disabilities presented by adults;
(i) Transportation—Transportation of victims to receive services and to participate in criminal justice proceedings;
(j) Public awareness—Public awareness and education presentations (including, but not limited to, the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance.
(k) Transitional housing—Subject to any restrictions on amount, length of time, and eligible crimes, set by the SAA, transitional housing for victims (generally, those who have a particular need for such housing, and who cannot safely return to their previous housing, due to the circumstances of their victimization), including, but not limited to, travel, rental assistance, security deposits, utilities, and other costs incidental to the relocation to such housing, as well as voluntary support services such as childcare and counseling; and
(l) Relocation—Subject to any restrictions on amount, length of time, and eligible crimes, set by the SAA, relocation of victims (generally, where necessary for the safety and well-being of a victim), including, but not limited to, reasonable moving expenses, security deposits on housing, rental expenses, and utility startup costs.

§94.120 Allowable costs for activities supporting direct services.
Supporting activities for which VOCA funds may be used include, but are not limited to, the following:
(a) Coordination of activities—Coordination activities that facilitate the provision of direct services, include, but are not limited to, State-wide coordination of victim notification systems, crisis response teams, multi-disciplinary teams, coalitions to support and assist victims, and other such programs, and salaries and expenses of such coordinators;
(b) Supervision of direct service providers—Payment of salaries and expenses of supervisory staff in a project, when the SAA determines that such staff are necessary and effectively facilitate the provision of direct services;
(c) Multi-system, interagency, multi-disciplinary response to crime victim needs—Activities that support a coordinated and comprehensive response to crime victims needs by direct service providers, including, but not limited to, payment of salaries and expenses of direct service staff serving on child and adult abuse multi-disciplinary investigation and treatment teams, coordination with federal agencies to provide services to victims of federal crimes and/or participation on Statewide or other task forces, work groups, and committees to develop protocols, interagency, and other working agreements;
(d) Contracts for professional services—Contracting for specialized professional services (e.g., psychological/psychiatric consultation, legal services, interpreters), at a rate not to exceed a reasonable market rate, that are not available within the organization;
(e) Automated systems and technology—Subject to the provisions of the DOJ Grants Financial Guide and government-wide grant rules relating to acquisition, use and disposition of property purchased with federal funds, procuring automated systems and technology that support delivery of direct services to victims (e.g., automated information referral systems, email systems that allow communications among victim service providers, automated case-tracking and management systems, smartphones, computer equipment, and victim notification systems), including, but not limited to, procurement of personnel, hardware, and other items, as determined by the SAA after considering—
(1) Whether such procurement will enhance direct services;
(2) How any acquisition will be integrated into and/or enhance the program’s current system;
(3) The cost of installation;
(4) The cost of training staff to use the automated systems and technology;
(5) The ongoing operational costs, such as maintenance agreements, supplies; and
(6) How additional costs relating to any acquisition will be supported;
(f) Volunteer trainings—Activities in support of training volunteers on how to provide direct services when such services will be provided primarily by volunteers; and
(g) Restorative justice—Activities in support of opportunities for crime victims to meet with perpetrators, including, but not limited to, tribal community-led meetings and peacekeeping activities, if such meetings are requested and voluntarily agreed to by the victim (who may, at any point, withdraw) and have reasonably anticipated beneficial or therapeutic value to crime victims. SAAs that plan to fund this type of service should closely review the criteria for conducting these meetings, and are encouraged to discuss proposals with OVC prior to awarding VOCA funds for this type of activity. At a minimum, the following should be considered—
(1) The safety and security of the victim;
(2) The cost versus the benefit or therapeutic value to the victim;
(3) The procedures for ensuring that participation of the victim and offenders are voluntary and that the nature of the meeting is clear;
(4) The provision of appropriate support and accommodation for the victim;
(5) Appropriate debriefing opportunities for the victim after the meeting; and
(6) The credentials of the facilitators.

§94.121 Allowable sub-recipient administrative costs.

Administrative costs for which VOCA funds may be used by sub-recipients include, but are not limited to, the following:
(a) Personnel costs—Personnel costs that are directly related to providing direct services and supporting activities, such as staff and coordinator salaries, expenses (including fringe benefits), and a prorated share of liability insurance;
(b) Skills training for staff—Training exclusively for developing the skills of direct service providers, including paid staff and volunteers (both VOCA-funded and not), so that they are better able to offer quality direct services, including but not limited to, manuals, books, videoconferencing, electronic training resources, and other materials and resources relating to such training;
(c) Training-related travel—Training-related costs such as travel (in-State, regional, and national), meals, lodging, and registration fees for paid direct-service staff (both VOCA-funded and not);
(d) Organizational Expenses—Organizational expenses that are necessary and essential to providing direct services and other allowable victim services, including, but not limited to, the prorated costs of rent, utilities; local travel expenses for service providers; and required minor building adaptations necessary to meet the Department of Justice standards implementing the Americans with Disabilities Act and/or modifications that would improve the program's ability to provide services to victims;
(e) Equipment and furniture—Expenses of procuring furniture and equipment that facilitate the delivery of direct services (e.g., mobile communication devices, telephones, braille and TTY/TDD equipment, computers and printers, beepers, video cameras and recorders for documenting and reviewing interviews with children, two-way mirrors, colposcopes, digital cameras, and equipment and furniture for shelters, work spaces, victim waiting rooms, and children's play areas), except that the VOCA grant may be charged only the prorated share of an item that is not used exclusively for victim-related activities;
(f) Operating costs—Operating costs include but are not limited to—
(1) Supplies;
(2) Equipment use fees;
(3) Property insurance;
(4) Printing, photocopying, and postage;
(5) Courier service;
(6) Brochures that describe available services;
(7) Books and other victim-related materials;
(8) Computer backup files/tapes and storage;
(9) Security systems;
(10) Design and maintenance of Web sites and social media; and
(11) Essential communication services, such as web hosts and mobile device services.
(g) VOCA administrative time—Costs of administrative time spent performing the following:
(1) Completing VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics;
(2) Collecting and maintaining victim records;
(3) Conducting victim satisfaction surveys and needs assessments to improve victim services delivery in the project; and
(4) Funding the prorated share of audit costs.
(h) Leasing or purchasing vehicles—Costs of leasing or purchasing vehicles, as determined by the SAA after considering, at a minimum, if the vehicle is essential to the provision of direct services;
(i) Maintenance, repair, or replacement of essential items—Costs of maintenance, repair, and replacement of items that contribute to the maintenance of a healthy or safe environment for crime victims (such as a furnace in a shelter; and routine maintenance, repair costs, and automobile insurance for leased vehicles), as determined by the SAA after considering, at a minimum, if other sources of funding are available; and
(j) Project evaluation—Costs of evaluations of specific projects (in order to determine their effectiveness), within the limits set by SAs.

§94.122 Expressly unallowable sub-recipient costs.

Notwithstanding any other provision of this subpart, no VOCA funds may be used to fund or support the following:
(a) Lobbying—Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. 1913), whether conducted directly or indirectly;
(b) Research and studies—Research and studies, except for project evaluation under §94.121(h);
(c) Active investigation and prosecution of criminal activities—The active investigation and prosecution of criminal activity, except for the provision of victim assistance services (e.g., emotional support, advocacy, and legal services) to crime victims, under §94.119, during such investigation and prosecution;
(d) Fundraising—Any activities related to fundraising, except for fee-based, or similar, program income authorized by the SAA under this subpart.
(e) Capital expenses—Capital improvements; property losses and expenses; real estate purchases; mortgage payments; and construction (except as specifically allowed elsewhere in this subpart);
(f) Compensation for victims of crime—Reimbursement of crime victims for expenses incurred as a result of a crime, except as otherwise allowed by other provisions of this subpart;
(g) Medical care—Medical care, except as otherwise allowed by other provisions of this subpart; and
(h) Salaries and expenses of management—Salaries, benefits, fees, furniture, equipment, and other expenses of executive directors, board members, and other administrators (except as specifically allowed elsewhere in this subpart).

Dated: June 30, 2016.
Karol V. Mason,
Assistant Attorney General, Office of Justice Programs.

DEPARTMENT OF THE INTERIOR
Office of Surface Mining Reclamation and Enforcement

30 CFR Parts 723, 724, 845, and 846
RIN 1029-AC72

[2016-16085 Filed 7-7-16; 8-4/5 am]

CIVIL PENALTIES INFLATION ADJUSTMENTS
AGENCY: Office of Surface Mining Reclamation and Enforcement, Interior.

ACTION: Interim final rule.

SUMMARY: Pursuant to the Federal Civil Penalties Inflation Adjustment Act
ATTACHMENT 2
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, “New Restrictions on Lobbying” and 28 CFR Part 67, “Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).” The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE

(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee’s policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

Check □ if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street, N.W., Washington, DC 20531.
ATTACHMENT 3
**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ a. contract</td>
<td>□ a. bid/offer/application</td>
<td>□ a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year __________ quarter __________</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>date of last report __________</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td>______________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Prime</td>
<td>Tier __________, if known:</td>
</tr>
<tr>
<td>□ Subawardee</td>
<td>Congressional District, if known:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CFDA Number, if applicable: ______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</th>
<th>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</th>
</tr>
</thead>
</table>

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001." 

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, DC 20503.
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

__________________________
Signature

__________________________
Date

Name of Organization

__________________________
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete
Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
ATTACHMENT 5
State of Connecticut  
Judicial Branch Office of Victim Services  

Certification of Compliance with Federal Rules Regulating Grants

I, the undersigned, for and on behalf of __________________________, do hereby attest by signature to compliance with:

- The Victims of Crime Act of 1984 (VOCA), as amended, 34 U.S.C. 20103 (c) et. seq.


- The requirements of the Office of Justice Programs Financial Guide, effective edition, which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA Victim Assistance (VA) funds received.


in administration of the VOCA VA-funded __________________________.

I understand that failure to comply with the guidelines and regulations may result in the loss of VOCA VA grant funding.

The undersigned also attests that any VOCA VA-funded project subcontractors, as applicable, shall also comply with the above federal rules and regulating grants.

Name and Title of Authorized Representative:

________________________________________
Signature of Authorized Representative

________________________________________
Date
State of Connecticut  
Judicial Branch Office of Victim Services  
Volunteer Waiver Request

The use of volunteers is mandatory under the VOCA Final Rule (section 94.113). If there is a compelling reason for not using volunteers, a volunteer waiver request must be included in the proposal. OVS considers the following as compelling reasons for not using volunteers:

- Statutory provisions that bar the use of volunteers
- Documentation of a lack of volunteers after a sustained and aggressive recruitment effort

A volunteer waiver is not in effect until the Director, Office of Victim Services has signed this form.

Reason for not using volunteers:

Proposer’s Full Legal Name and Address

Project Name

Name and Title of Authorized Representative

Signature of Authorized Representative  
Date

Signature of Director, Office of Victim Services  
Date
State of Connecticut  
Judicial Branch Office of Victim Services  
Proposer Match Certification Form

<table>
<thead>
<tr>
<th>Total Federal Funds Requested</th>
<th>Match Provided (Must Equal 20 Percent of Project Total)</th>
<th>Specific Sources and Amounts of Match (Total Sources Equal Match Provided)</th>
<th>Project Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>a.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>f.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>g.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>h.</td>
<td>$</td>
</tr>
</tbody>
</table>

As the duly authorized representative of the proposer, I hereby certify that the above statements are true, and that match provided is from non-federal sources, is restricted to the same use as VOCA-VA funds, and does not constitute match for any other grant or award.

Proposer’s Full Legal Name and Address

Project Name

Name and Title of Authorized Representative

Signature of Authorized Representative  
Date
ATTACHMENT 8
### 1. Personnel

<table>
<thead>
<tr>
<th>Description</th>
<th>Federal Funds</th>
<th>Matching Funds</th>
<th>Total Request</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a) Salaries</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Example #1:</strong> FT Victim Advocate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Title</td>
<td>Hourly Rate</td>
<td>Project Hours/Week</td>
<td># of Weeks</td>
</tr>
<tr>
<td>FT Victim Advocate</td>
<td>$17.50</td>
<td>35.00</td>
<td>52.00</td>
</tr>
<tr>
<td><strong>Example #2:</strong> FT Program Supervisor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Title</td>
<td>Hourly Rate</td>
<td>Project Hours/Week</td>
<td># of Weeks</td>
</tr>
<tr>
<td>FT Program Supervisor</td>
<td>$22.50</td>
<td>2.00</td>
<td>52.00</td>
</tr>
</tbody>
</table>

Subtotal Salaries: 0.00 0.00 #DIV/0! 0.00 0.00 #DIV/0!

<table>
<thead>
<tr>
<th><strong>b) Fringe Benefits</strong></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Example #1:</strong> FICA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefit Type</td>
<td>% of Base Amount</td>
<td>Requested Amount</td>
<td>Federal Amount</td>
</tr>
<tr>
<td>FICA</td>
<td>7.65%</td>
<td>$34,190</td>
<td>$2,263</td>
</tr>
<tr>
<td><strong>Example #2:</strong> Medical Insurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefit Type</td>
<td>% of Base Amount</td>
<td>Requested Amount</td>
<td>Federal Amount</td>
</tr>
<tr>
<td>Medical Insurance</td>
<td>100.00%</td>
<td>$9,500</td>
<td>$9,500</td>
</tr>
</tbody>
</table>

Subtotal Fringe Benefits: 0.00 0.00 #DIV/0! 0.00 0.00 #DIV/0!

Total Personnel:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2. Travel

<table>
<thead>
<tr>
<th>Description</th>
<th>Federal Funds</th>
<th>Matching Funds</th>
<th>Total Request</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Example #1:</strong> Mileage: Victim Advocate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel Expense</td>
<td>Miles/ month</td>
<td>Rate/ Mile</td>
<td># of Mos.</td>
</tr>
<tr>
<td>Mileage: Victim Advocate</td>
<td>100.00</td>
<td>$0.545</td>
<td>12.00</td>
</tr>
<tr>
<td>Budget Category</td>
<td>Description</td>
<td>Federal Funds</td>
<td>Matching Funds</td>
</tr>
<tr>
<td>-----------------</td>
<td>-------------</td>
<td>---------------</td>
<td>---------------</td>
</tr>
</tbody>
</table>

**Example #2:**

| a) | | | | |
| b) | | | | |
| c) | | | | |
| d) | | | | |

**Total Travel:**

| | | | | |

<table>
<thead>
<tr>
<th>3. Equipment</th>
</tr>
</thead>
</table>

**Example #1:**

- **Computer, monitor, printer:**
  - 100.00% of $2,500 $500 20.00% $2,000 80.00% $2,500 100.00%

**Example #2:**

- **File cabinet:**
  - 100.00% of $400 $400 100.00% $ - 0.00% $400 100.00%

| a) | | | | |
| b) | | | | |
| c) | | | | |
| d) | | | | |

**Total Equipment:**

| | | | | |

<table>
<thead>
<tr>
<th>4. Supplies</th>
</tr>
</thead>
</table>

**Example #1:**

- **Postage:**
  - 100.00% of $300 $300 100.00% $0 0.00% $300 100.00%

**Example #2:**

- **Office Supplies:**
  - 100.00% of $500 $500 100.00% $0 0.00% $500 100.00%

| a) | | | | |
| b) | | | | |
| c) | | | | |
| d) | | | | |

**Total Supplies:**

| | | | | |

<table>
<thead>
<tr>
<th>5. Contracted Services</th>
</tr>
</thead>
</table>

**Example #1:**

- **Copier lease:**
  - 100.00% of $1,200 $240 20.00% $960 80.00% $1,200 100.00%

**Example #2:**

- **Cellular phone (Victim Advocate):**
  - 100.00% of $600 $600 100.00% $ - 0.00% $600 100.00%
**Agency Name:**

**Project Name:**

**Contract Period:** July 1, 2019 - June 30, 2020

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Description</th>
<th>Federal Funds</th>
<th>Matching Funds</th>
<th>Total Request</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>b)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>c)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>d)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Contracted Services:</strong></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>#DIV/0!</td>
</tr>
</tbody>
</table>

### 6. Facilities

**Example #1:**
- **Office space**
  - Facility Expense: 180.00
  - Rate/ Month: $210.00
  - # of Mos.: 12.00
  - Requested Amount: $2,520
  - Federal Amount: $2,520
  - Federal %: 100.00%
  - Match Amount: $0.00
  - Match %: 0.00%
  - Total Amount: $2,520
  - Total %: 100.00%

**Example #2:**
- a)
- b)
- c)
- d)
| **Total Facilities:** | | 0.00 | 0.00 | #DIV/0! | 0.00 | #DIV/0! |

### 7. Other

**Example #1:**
- **Telephone**
  - Rate/ Month: $35.00
  - # of Months: 12.00
  - Requested Amount: $420
  - Federal Amount: $0.00
  - Federal %: 0.00%
  - Match Amount: $420
  - Match %: 100.00%
  - Total Amount: $420
  - Total %: 100.00%

**Example #2:**
- **Printing**
  - Rate/ Month: $50.00
  - # of Months: 12.00
  - Requested Amount: $600
  - Federal Amount: $480
  - Federal %: 80.00%
  - Match Amount: $120
  - Match %: 20.00%
  - Total Amount: $600
  - Total %: 100.00%

| **Total Other:** | | 0.00 | 0.00 | #DIV/0! | 0.00 | #DIV/0! |

**Total Direct Costs:**
- 0.00
- 0.00
- #DIV/0!
- 0.00
- #DIV/0!
- 0.00
- #DIV/0!

**8. Indirect Costs**
- #DIV/0!
- #DIV/0!
- 0.00
- #DIV/0!
**Agency Name:**

**Project Name:**

**Contract Period:** July 1, 2019 - June 30, 2020

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Description</th>
<th>Federal Funds</th>
<th>Matching Funds</th>
<th>Total Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Total:</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>#DIV/0!</td>
</tr>
</tbody>
</table>
ATTACHMENT 9
State of Connecticut Judicial Branch
Office of Victim Services
Proposal Summary

1. Contract period:

2. Proposer's full legal name and address:

3. Project name:

4. U.S. congressional districts affected:

5. Provide a brief description of the project including services to be provided:

6. Type of organization (check one): □ Nonprofit □ Public

7. Federal employer identification number:

8. Contact information:

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project director:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Financial officer:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Official authorized to sign for proposer:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. Geographic areas to be served (Enter the geographic areas to be served by the project. List specific counties, cities/towns, neighborhoods as applicable.):

10. Period covered by last audit: _________ to _________
11. Total agency financial support: $_________

12. Amount and percentage of agency financial support from sources other than the federal Crime Victims Fund: $_________ %

13. Federal funds requested: $____________

14. Proposer match committed: $_________

15. Total project cost: $_________

16. Projected number of victims to be served:

17. Population to be served:

<table>
<thead>
<tr>
<th>Type of Victimization</th>
<th>Adult Victims</th>
<th>Child Victims</th>
<th>Total Victims</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Physical Abuse or Neglect</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Child Sexual Abuse/Assault</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Domestic/Family Violence</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Sexual Assault - Adult</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Adult Physical Assault</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Adults Sexually Abused as Children/</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Adults Sexually Assaulted as Children</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Arson</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Bullying (Verbal, Cyber, or Physical)</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Burglary</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Child Pornography</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Driving Under the Influence/</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Driving While Intoxicated</td>
<td></td>
<td></td>
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<td>%</td>
</tr>
<tr>
<td>Elder Abuse or Neglect</td>
<td></td>
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</tr>
<tr>
<td>Hate Crimes</td>
<td></td>
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</tr>
<tr>
<td>Human Trafficking - Labor</td>
<td></td>
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<td>%</td>
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<tr>
<td>Human Trafficking - Sex</td>
<td></td>
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<tr>
<td>Identity Theft/Fraud/Financial Crimes</td>
<td></td>
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<tr>
<td>Kidnapping</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Mass Violence</td>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Type of Victimization</td>
<td>Adult Victims</td>
<td>Child Victims</td>
<td>Total Victims</td>
<td>%</td>
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<tr>
<td>--------------------------------------------</td>
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<tr>
<td>Other Vehicular Victimization (Hit &amp; Run)</td>
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<tr>
<td>Robbery</td>
<td></td>
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<td>%</td>
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<tr>
<td>Stalking/Harassment</td>
<td></td>
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<tr>
<td>Survivors of Homicide Victims</td>
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<tr>
<td>Teen Dating Victimization</td>
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<tr>
<td>Terrorism</td>
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<tr>
<td>Other: (please specify)</td>
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<td><strong>Total:</strong></td>
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18. Services To Be Provided Under This Proposal:

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<tr>
<th>Service Category</th>
<th>Check service categories to be provided</th>
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<tbody>
<tr>
<td>Assisting Victims with Applications for Victim Compensation <em>(mandatory)</em></td>
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<tr>
<td>Information and Referral</td>
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<tr>
<td>Personal Advocacy/Accompaniment</td>
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<tr>
<td>Emotional Support or Safety Services</td>
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<tr>
<td>Shelter/Housing Services</td>
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</tr>
<tr>
<td>Criminal/Civil Justice System Assistance</td>
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</tbody>
</table>

Please answer Yes or No to the following questions:

19. Volunteers:

| a. Will the project be using volunteers? | Yes | No |
| b. Is the Proposer requesting a volunteer waiver? | | |


20. No cost to crime victims: Will the services under this proposal be provided free of charge to crime victims?

21. Required Match: Is the Proposer requesting a match waiver?

22. Indirect cost: Is the Proposer requesting indirect costs as part of the proposed budget.
   a. Does the Proposer have a current federally negotiated indirect cost?
      Rate:
   b. Is the Proposer requesting use of the 10% de minimus rate for indirect costs?

I, the undersigned, for and on behalf of the named proposer, do herewith apply for this grant, and attest that, to the best of my knowledge, the statements made herein are true.

Name and Title of Authorized Representative

Signature of Authorized Representative  Date

*(For agencies requesting funding for indirect costs using the federally approved de minimis rate of 10%)*

I hereby certify that our agency does not currently have a federally negotiated indirect cost rate, nor has our agency received a federally negotiated indirect cost rate previously.

Signature of Authorized Representative  Date
ATTACHMENT 10
Scope of Services

Applicant Name: 

Project Name: 

Overall Project Goal:

<table>
<thead>
<tr>
<th>Objective (Outcome)</th>
<th>VOCA-VA eligible activities to be conducted to achieve desired objective</th>
<th>Responsible VOCA-VA Project Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>1. Support, assistance, advocacy, and accompaniment during court proceedings</td>
<td>Part-time Victim Advocate</td>
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<tr>
<td></td>
<td>2. Explanation of legal process and case updates</td>
<td>Full-time Victim Advocate</td>
</tr>
<tr>
<td></td>
<td>3. Follow-up contact with court personnel to learn final case disposition, present victims' concerns/fears, and request continuance of temporary restraining order</td>
<td>Full-time Victim Advocate</td>
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<table>
<thead>
<tr>
<th>Objective (Outcome)</th>
<th>VOCA-VA eligible activities to be conducted to achieve desired objective</th>
<th>Responsible VOCA-VA Project Staff</th>
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<th>VOCA-VA eligible activities to be conducted to achieve desired objective</th>
<th>Responsible VOCA-VA Project Staff</th>
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<tr>
<td>Objective (Outcome)</td>
<td>VOCA-VA eligible activities to be conducted to achieve desired objective</td>
<td>Responsible VOCA-VA Project Staff</td>
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<td>F.</td>
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EXHIBITS
Exhibit A
AFFIDAVIT REGARDING CONSULTING AGREEMENTS
(Pursuant to C.G.S. §4a-81)

Any principal or key person of a person, firm or corporation who submit bids or proposals for a contract for the purchase of goods or services having a total value to the state of fifty thousand dollars or more in a calendar year (hereinafter “contract”) shall disclose to the Judicial Branch any and all consulting agreements, whether written or oral, that have been entered into in connection with any such contract.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant, whether an individual or business entity for the purposes of:

1. Providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State of Connecticut;
2. Contacting, whether in writing or orally, any executive, judicial, or administrative officer of the state, including any department, institution, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, or requests for information; or
3. Any other similar activity related to such contracts.

"Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes (Code of Ethics for Lobbyists) as of the date such affidavit is submitted.

Such disclosure affidavit shall be required if any duties of the consultant include communication concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official, or state employee was expected or made. The disclosure affidavit shall include, for each consulting agreement listed, the name of the consultant, the consultant’s firm, whether the consultant is a former state employee or public official (if so, indicate the consultant’s former agency and termination date), the basic terms of the consulting agreement, and a brief description of the services to be provided. After the initial submission of such affidavit, resubmission is not required unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed disclosure affidavit, the principal or key person of a person, firm or corporation who submit bids or proposals for a contract described in the first paragraph of this Affidavit shall submit an updated affidavit either (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

I, ____________________________ (name, title and company name) am a principal or key person of a person, firm or corporation who submit bids or proposals for a contract described in the first paragraph of this Affidavit and I hereby disclose the following consulting agreements (if not applicable, indicate “NONE”, if additional space is needed, attach additional pages and state the number of pages attached):

1.
2.
3.

I understand that this information shall be updated, as necessary, during the pendency of this contract or any extension thereof.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Company Name

RFP/RFQ #

Name (Print)

Title

Signature

Date

Sworn and subscribed before me on this 7th day of October, 2014

Commissioner of the Superior Court
Notary Public

Revised 07/10/2014
The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans ... (2) Hispanic Americans ... (3) persons who have origins in the Iberian Peninsula ... (4) Women ... (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians ..." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The Judicial Branch will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

(a) the bidder’s success in implementing an affirmative action plan;
(b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder’s promise to develop and implement a successful affirmative action plan;
(d) the bidder’s submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained therein to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.
**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I – Bidder Information**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Bidder Federal Employer Identification Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>Or Social Security Number:</td>
</tr>
<tr>
<td>City &amp; State:</td>
<td>Bidder Identification (response optional/definitions on page 1)</td>
</tr>
<tr>
<td>Chief Executive:</td>
<td>-Bidder is a small contractor? Yes□ No□</td>
</tr>
<tr>
<td>Major Business Activity: (brief description)</td>
<td>-Bidder is a minority business enterprise? Yes□ No□</td>
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</table>

(If any)

<table>
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<tr>
<th>Bidder Parent Company:</th>
<th>(If yes, check ownership category)</th>
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<tbody>
<tr>
<td>Other Locations in CT:</td>
<td>Black□ Hispanic□ Asian American□</td>
</tr>
<tr>
<td>(If any)</td>
<td>American Indian/Alaskan Native□ Iberian Peninsula□</td>
</tr>
<tr>
<td>Individual(s) with a Physical Disability□ Female□</td>
<td>-Bidder is certified as above by State of CT? Yes□ No□</td>
</tr>
</tbody>
</table>

**PART II - Bidder Nondiscrimination Policies and Procedures**

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?
   Yes□ No□

2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?
   Yes□ No□

3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes□ No□

4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer?
   Yes□ No□

5. Do you notify the CT State Employment Service of all employment openings with your company?
   Yes□ No□

6. Does your company have a collective bargaining agreement with workers?
   Yes□ No□

   6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers?
   Yes□ No□

   6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the State of CT?
   Yes□ No□

7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.?
   Yes□ No□

8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?
   Yes□ No□

9. Does your company have a mandatory retirement age for all employees?
   Yes□ No□

10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes□ No□ N/A□

11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the CT Dept. of Labor?
   Yes□ No□ N/A□

12. Does your company have a written affirmative action plan?
   Yes□ No□

   If no, please explain.

13. Is there a person in your company who is responsible for equal employment opportunity? Yes□ No□

   If yes, give name and phone number:
1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐
   1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

   1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a, above? Yes ☐ No ☐

---

**PART IV - Bidder Employment Information**

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<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
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<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
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<td>Business &amp; Financial Ops</td>
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<td>Building/ Grounds Cleaning/Maintenance</td>
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<th>ASIAN or PACIFIC ISLANDER</th>
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<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>One Year Ago</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total One Year Ago**

FORMAL ON THE JOB TRAINEE: ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE

Apprentices

Trainees

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)*
## PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td>☐</td>
<td>☐</td>
<td>Work Experience</td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td>☐</td>
<td>☐</td>
<td>Ability to Speak or Write English</td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td>☐</td>
<td>☐</td>
<td>Written Tests</td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td>☐</td>
<td>☐</td>
<td>High School Diploma</td>
</tr>
<tr>
<td>Walk Ins</td>
<td>☐</td>
<td>☐</td>
<td>College Degree</td>
</tr>
<tr>
<td>Present Employees</td>
<td>☐</td>
<td>☐</td>
<td>Union Membership</td>
</tr>
<tr>
<td>Labor Organizations</td>
<td>☐</td>
<td>☐</td>
<td>Personal Recommendation</td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td>☐</td>
<td>☐</td>
<td>Height or Weight</td>
</tr>
<tr>
<td>Others (please identify)</td>
<td>☐</td>
<td>☐</td>
<td>Car Ownership</td>
</tr>
<tr>
<td></td>
<td>☐</td>
<td>☐</td>
<td>Arrest Record</td>
</tr>
<tr>
<td></td>
<td>☐</td>
<td>☐</td>
<td>Wage Garnishments</td>
</tr>
</tbody>
</table>

2. Check (X) any of the below listed requirements that you use as a hiring qualification

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

---

Certification (Read this form and check your statements on it CAREFULLY before signing): I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

<table>
<thead>
<tr>
<th>(Signature)</th>
<th>(Title)</th>
<th>(Date Signed)</th>
<th>(Telephone)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION OF COMPLIANCE WITH  
STATUTES, REGULATIONS AND ASSURANCES  
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS  
FOR CONTRACTS WITH THE STATE OF CONNECTICUT JUDICIAL BRANCH

JCT-ES-113F   Rev. 12-18  
28 C.F.R. §§ 42.204 (c), 42.207 and 42.301 et seq.

Instructions:  
1. Read the form completely and complete the identifying information requested below.  
2. Under Section I, identify the person responsible for reporting civil rights findings.  
3. Under Section II, check the box that applies to indicate which document(s) will be submitted electronically to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ).  
4. Have your Authorized Official sign at the bottom of page 2, forward a copy to the person you identified under Section I, and return the original to the State of Connecticut Judicial Branch within 45 days of the contract beginning date.

<table>
<thead>
<tr>
<th>Bid number</th>
<th>Subject of proposed contract</th>
<th>Federal I.D. or Social Security</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization name (Funded entity: Nonprofit, profit or public agency)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of project director</th>
<th>Telephone number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section I - Authorized Official's Certification

Authorized Official's Certification:  
As the Authorized Official for the above organization, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Requirements of Contract Recipients:  
All contract recipients (regardless of the type of entity) are subject to prohibitions against discrimination in any program or activity and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

1. I certify that this organization will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirement, (28 C.F.R. §§ 42.207 and 42.301 et seq.); and our projects and activities comply, and all its contractors will comply, with the non-discrimination requirements of Section 809 (c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, (34 U.S.C. § 10228 (c)); the Victims of Crime Act of 1984 (as appropriate), (34 U.S.C. § 20110 (a)); the grant condition set out at Section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, (34 U.S.C. § 12291 (b) (13)); Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Subtitle A, Title II of the Americans with Disabilities Act of 1990 (ADA), (42 U.S.C. § 12132); Title IX of the Education Amendments of 1972, (20 U.S.C. § 1681), (28 C.F.R. pt. 54); the Age Discrimination Act of 1975, (2 U.S.C. § 6102); Department of Justice Non-Discrimination Regulations, (28 C.F.R. pt. 42, Subparts C, D, E, G, and I); Department of Justice regulations on disability discrimination, (28 C.F.R. pt. 35); and Executive Orders 13279 and 1355, and the Department of Justice's implementing regulations, (28 C.F.R. pt. 38); and Section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002, (34 U.S.C. § 11182 (b)). Our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000d). (See also, 2000 Executive Order 13166).

2. I also certify that the person in this organization who is responsible for reporting civil rights findings of discrimination issued on the grounds of race, color, national origin, sex, and religion, after a due process hearing in a state or federal court or administrative agency; see 28 C.F.R. § 42.204 (c); will submit these findings, if any, to the State of Connecticut, Judicial Branch, within 45 days of the finding, and/or if the finding occurred prior to the contract beginning date, within 45 days of the contract beginning date. A copy of this Certification will be provided to this person, as identified here:

<table>
<thead>
<tr>
<th>Name of person responsible for reporting</th>
<th>Telephone number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ADA NOTICE  
The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

Continued on reverse/page 2  
(Page 1 of 2)
Section II - Equal Employment Opportunity Plan (EEOP) Certifications

All subgrantees that receive a single grant award of at least $25,000, have fifty (50) or more employees, and are a for-profit or governmental organization are required to complete and submit a Certification Form and an EEOP Utilization Report to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ).

The OCR Certification Form is available at [https://ojp.gov/about/ocr/pdfs/cert.pdf](https://ojp.gov/about/ocr/pdfs/cert.pdf).

If you are required to submit a Certification Form and an EEOP Utilization Report, complete and submit the documents electronically through OCR's online reporter tool available at [https://ojp.gov/about/ocr/eeop.htm](https://ojp.gov/about/ocr/eeop.htm).

To determine EEOP requirements, please refer to the table provided below.

<table>
<thead>
<tr>
<th>If</th>
<th>Then</th>
<th>Does the recipient need to submit a Certification Form to OCR?</th>
<th>Does the recipient need to develop an EEOP?</th>
<th>Must the recipient submit an EEOP Utilization Report to OCR?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recipient is a Medical or Educational Institution, Indian Tribe, or Nonprofit</td>
<td>YES</td>
<td>NO</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Largest individual grant received is less than $25,000</td>
<td>YES</td>
<td>NO</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Recipient has less than 50 employees</td>
<td>YES</td>
<td>NO</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>None of the above</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

Prepare and Submit EEOP and Certification at [https://ojp.gov/about/ocr/eeop.htm](https://ojp.gov/about/ocr/eeop.htm)

I hereby certify that this funded entity will electronically submit the following to the OCR within sixty (60) days of the contract beginning date (Check the box that applies):

- Certification Form and EEOP Utilization Report
- Certification Form only (if claiming exemption from EEOP requirements)

<table>
<thead>
<tr>
<th>Signed (Authorized Official)</th>
<th>Type or print name of person signing</th>
<th>Date signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>▴</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Title of signer
EXHIBIT D

Gift Certification

Certification to accompany a large state contract with a total value of more than $500,000 in a calendar or fiscal year, for (A) a project for the construction, alteration or repair of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the procurement of supplies, materials or equipment, (D) a lease, or (E) a licensing arrangement, pursuant to C.G.S. §§ 4-250 and 4-252 (c). This certification must be furnished by a principal or key person of the person, firm or corporation submitting a bid or proposal for a large state contract. Failure to provide this certification with the bid submission shall result in disqualification.

INSTRUCTIONS:
Complete all sections of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. Submit completed form to the Judicial Branch at the time of contract execution. If there is any change in the information contained in the most recently filed certification, the person executing such certification shall submit an updated certification either (1) not later than thirty days after the effective date of any such change, or (2) upon the submittal of any new bid or proposal for a large state contract, whichever is earlier. Such person shall also submit to the Judicial Branch an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CERTIFICATION:
I, the undersigned, am a principal or key person of the contractor (named below), I hereby certify that no gifts were made, as defined and described in C.G.S. §§ 4-250 (1) and 4-252 (c) (1), by (A) such contractor, (B) any principals and key personnel of the contractor, who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such contractor and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts to (i) any Judicial Branch public official or employee who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over the Judicial Branch.

I further certify that neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, know of any action by such contractor to circumvent the above prohibition on gifts by providing for any other principals, key personnel, officials, employees or agents of such contractor to provide a gift to any public official or employee, as described in C.G.S. § 4-252 (c).

I further certify that the contractor is submitting bids or proposals without fraud or collusion with any person.

RFPI/RFP #

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature of Principal or Key Person

Date

Name of Principal or Key Person (Print)

Contractor Name (Print)

Sworn and subscribed before me on this _______ day of __________, 20____.

Revised 07/10/2014

Commissioner of the Superior Court
Notary Public
EXHIBIT E

RFP/RFQ #02-1904

Judicial Branch Personnel Involved in RFQ and/or RFP Preparations and/or Award

Office of the Chief Court Administrator

Patrick L. Carroll, III, Judge  Chief Court Administrator
Elliot N. Solomon, Judge  Deputy Chief Court Administrator

Legal Services

Martin R. Libbin  Director
Joseph J. Del Ciampo  Deputy Director
Nancy A. Porter  Counsel
Viviana L. Livesay  Counsel
Adam P. Mauriello  Counsel
Denise K. Poncini  Counsel
Maureen P. Finn  Counsel
James T. O’Connor  Counsel
Lori A. Petruzzielli  Counsel
Katharine E. Casaubon  Counsel

Materials Management Unit

Cortez G. White  Director
Dawn Ashley  Deputy Director II
Jeanne Roberge  Court Planner II

Office of Victim Services

Linda J. Cimino  Director
James Morgan  Program Manager I
EXHIBIT J

COMPANY AFFIDAVIT

RFQ/RFP No._______

For use by an entity (corporation, limited liability company, or partnership) in connection with any contract with the State of Connecticut Judicial Branch. Sign form in the presence of a Commissioner of the Superior Court or Notary Public. After the initial submission of this affidavit, resubmission is not required unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed affidavit, the contractor shall submit an updated affidavit either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. The contractor shall also certify, not later than fourteen days after the twelve-month anniversary of the most recently filed affidavit, that the affidavit on file with the Judicial Branch is current and accurate. The latter requirement can be satisfied by resubmission of this affidavit on or before the time specified in the previous sentence.

I, the undersigned chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy, am over the age of eighteen (18), understand and appreciate the obligations of an oath, and make this statement under the penalty of false statement.

I am the _________ of ______________, an entity duly formed and existing under the laws of __________, I hereby certify that I am duly authorized to adopt company or corporate policy and to execute and deliver this affidavit on behalf of ______________, and that ______________ has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as those statutes may be amended from time to time.

Signature of Affiant

Date

Print Name

Title

Email Address

Sworn and subscribed to before me under penalty of false statement on this ___ day of __________, 20___.

Commissioner of the Superior Court/Notary Public

Commission Expiration Date

Revised 11/10/11
EXHIBIT J-1
(Sole Proprietor)

COMPANY AFFIDAVIT

RFQ/RFP No. ______

For use by an individual or sole proprietor in connection with any contract with the State of Connecticut Judicial Branch. Sign form in the presence of a Commissioner of the Superior Court or Notary Public. After the initial submission of this affidavit, resubmission is not required unless there is a change in the information contained in such affidavit. If there is any change in the information contained in the most recently filed affidavit, the contractor shall submit an updated affidavit either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the Judicial Branch, whichever is earlier. The contractor shall also certify, not later than fourteen days after the twelve-month anniversary of the most recently filed affidavit, that the affidavit on file with the Judicial Branch is current and accurate. The latter requirement can be satisfied by resubmission of this affidavit on or before the time specified in the previous sentence.

I, the undersigned am over the age of eighteen (18), understand and appreciate the obligations of an oath, and make this statement under the penalty of false statement.

I __________________________ am the owner/principal of __________________________, a sole proprietorship. I represent that __________________________ has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as those statutes may be amended from time to time.

Signature of Affiant __________________________ Date __________________________

Print Name __________________________ Title __________________________ Email Address __________________________

Sworn and subscribed to before me under penalty of false statement on this ______ day of ______, 20_____.

Commissioner of the Superior Court/ Notary Public __________________________ Commission Expiration Date __________________________
STATE OF CONNECTICUT JUDICIAL BRANCH
Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to section 4-252a of the Connecticut General Statutes (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _______________________________ RFP/RFQ # _______________________________

INSTRUCTIONS:

CHECK ONE: □ Initial Certification.
□ Amendment or renewal.

A. Who must complete this certification pursuant to section 4-252a of the Connecticut General Statutes. Prior to submitting a bid proposal, or, if there was no bid process, prior to executing a contract, for all large state contracts, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States ("Respondent"). United States subsidiaries of foreign corporations are exempt. For purposes of this Certification, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

□ Respondent’s principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the remainder of the certification, but must submit this certification with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.

□ Respondent’s principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the remainder of the certification and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

1) "Large State Contract" has the same meaning as provided in section 4-250 of the Connecticut General Statutes; and
2) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

□ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

□ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name _______________________________ Printed Name of Authorized Official _______________________________

Signature of Authorized Official

Subscribed and acknowledged before me this ________ day of ______________________, 20__

Commissioner of the Superior Court (or Notary Public)