

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

Victims' Services Program Monitoring
PROPOSALS ARE DUE NO LATER THAN August 21, 2017, 5:00 p.m. CDT

RFP #1053

BUYER: Department of
Social Services

POC: Mark Close
mark.close@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Department of Social Services (DSS) administers several federal grant programs to support the Victims Services program. As the oversight agency, DSS conducts annual and semi annual programmatic monitoring as one aspect of our quality assurance efforts. DSS is seeking a qualified offeror to supplement DSS staff and support ongoing programmatic monitoring efforts. Vendors that receive federal Department of Justice CFDA 16.588, 16.575, or 16.017 or Department of Health and Human Services CFDA 93.671 or that have a financial interest in the organizations listed in Attachment B referenced in the scope of work in Section 3 are not eligible vendors.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

Victims' Services is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services. The reference number for the transaction is RFP #1053. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link <http://dss.sd.gov/keyresources/rfp.aspx> for the RFP, any related questions/answers, changes to schedule of activities, amendments, etc.

1.3 LETTER OF INTENT

All interested offerors are requested to submit a non-binding **Letter of Intent** to respond to this RFP. While preferred, a Letter of Intent is not mandatory to submit a proposal.

The letter of intent must be received by email in the Department of Social Services by no later than July 20, 2017 and must be addressed to Mark.Close@state.sd.us. Place the following, exactly as written, in the subject line of your email: **Letter of Intent for RFP #1053**. Be sure to reference the RFP number in any attached letter or document.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	<u>July 7, 2017</u>
Letter of Intent to Respond Due	<u>July 20, 2017</u>
Deadline for Submission of Written Inquiries	<u>July 20, 2017</u>
Responses to Offeror Questions	<u>July 27, 2017</u>
Proposal Submission	<u>August 21, 2017, 5:00 p.m. CDT</u>
Proposal Revisions (if required)	<u>To be announced, if needed</u>
Anticipated Award Decision/Contract Negotiation	<u>August 31, 2017</u>

1.5 SITE VISITS

As outlined in the scope of work in section 3.0 the successful offeror will conduct site visits and desk reviews at approximately 50 provider locations.

1.6 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the Department of Social Services by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original, 5 identical copies, and one (1) digital, Portable Document Format (PDF) copy loaded on a USB flashdrive of the proposal, all attachments, and the cost proposal(s) must be submitted.

All proposals must be signed in ink by an officer of the responder legally authorized to bind the responder to the proposal, and sealed in the form intended by the offeror. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container.
Proposals must be addressed and labeled as follows:

**Request For Proposal #1053 Proposal Due August 21, 2017
South Dakota Department of Social Services
Attention: Mark Close
700 Governors Drive
Pierre SD 57501-2291**

No punctuation is used in the address. The above address as displayed should be the only information in the address field.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.8 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after July 20, 2017. Email inquiries must be sent to mark.close@state.sd.us with the following wording, exactly as written, in the subject line: **RFP #1053 Questions**.

The Department of Social Services (DSS) will respond to offerors' inquiries by posting offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx> no later than July 27, 2017. For expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 LENGTH OF CONTRACT

The contract is expected to be for a 1 year term.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.14 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each offeror shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in Attachment A. As part of the negotiation process, the contract terms listed in Attachment A may be altered or deleted. The Offeror should indicate in their response any issues they have with any specific contract terms. If the Offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 SCOPE OF WORK

Background

Victims' Services conducts ongoing program monitoring to ensure providers meet all grant requirements. Using an established programmatic monitoring protocol, offeror will schedule and conduct programmatic reviews of approximately 50 providers each year. Half of the reviews must be conducted as onsite reviews and half are reviews completed remotely as desk reviews. A list of current Victims Services providers is included as Attachment B. DSS will determine onsite and desk reviews.

Offeror will be responsible to prepare pre-monitoring checklist, obtain provider self assessment information, conduct monitoring protocols (both onsite and desk), and draft a report outlining any areas of deficiency. DSS program lead will oversee implementation of any required corrective action plans and work with offeror to monitor any corrective action plans. A sample provider self assessment and outline of draft report are included as Attachment C.

Offeror will utilize the following timeframes when conducting programmatic reviews. Reviews need to be conducted throughout the year.

- A. Grantees receiving an onsite review will be contacted 45 days ahead of time and offeror will work with the grantee to determine a date that is agreeable to both parties.
- B. Offeror will mail and email grantee monitoring documents as soon as a date has been selected.
- C. One week prior to an onsite review, offeror will call grantee to make sure they understand all documents they are required to have copied and ready to send with the offeror.
- D. Following the onsite review, the offeror will review all necessary documents to develop a report and a corrective action plan to address deficiencies.
- E. Offeror will complete the report and corrective action plans within 45 days after the onsite review or submission of desk review.

Offerors will have the opportunity to submit a proposal to provide monitoring services for the Eastern Region, the Western Region, or both. However, pursuant to section 7 of the RFP, offerors must submit separate cost proposals for each region. The Department of Social Services will select winning proposals/offerors and award contracts per region, but may combine into one contract if one offeror is awarded each region. The list of current Victims' Services providers in Attachment B has a column indicating which region a provider is located.

Offeror will provide a detailed description of how they intend to perform the work in sections 3.1 through 3.8. Section 3.6 is optional and offerors not proposing any of the optional services do not need to include this section.

3.1 Offeror will provide a summary of proposed staff for the project. Include educational backgrounds of staff along with any experience related to this project.

3.2 Offeror will provide a brief summary of prior experience providing this or a similar type of service. Include detailed examples that document ability and proven history in handling special project constraints.

3.3 Offeror will indicate if the project will serve the Eastern Region, the Western Region, or both (separate cost proposals). It is the offerors responsibility to provide transportation for onsite reviews. Describe how services will be provided in the proposed project area(s).

3.4 Offeror will describe the proposed project management techniques for implementation of this program. Include an overview of resources available to perform the work and a brief work plan to complete all reviews within the project period.

3.5 Offeror will describe their availability and familiarity with the project locale(s).

3.6 Optional Services (Optional)

Vendor may propose optional services to assist in the Victims Services program in the areas of grant proposal development, development of programmatic outcome measurements and reporting, and development/enhancement of policy and procedure documents.

3.6.1 Offeror will provide a detailed description of project management, staff, and estimated time required to provide optional services.

3.7 In addition to the general services described above, offeror will also have the following specific responsibilities. Offeror will acknowledge acceptance of each in their proposal.

3.7.1 Upon completion of all essential and necessary services, offeror will submit an itemized statement of work performed and a claim for allowed expenses.

3.7.2 Offeror will immediately advise DSS of any conflict of interest which may arise with grantees reviewed on behalf of this project.

3.7.3 Offeror will comply with all pertinent policy memoranda, directives, and procedures which DSS may furnish from time to time.

3.8 Mutual Duties and Responsibilities:

3.8.1 Both DSS and the offeror will comply with the Victims of Crime Act; any implementing regulations; and any other applicable State and Federal regulations, or requirements. Offeror must acknowledge acceptance in their proposal.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.3 The offeror may submit a copy of their most recent independently audited financial statements.

4.4 Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years:

- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

4.5 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

5.0 PROPOSAL RESPONSE FORMAT

5.1 An original and 5 copies shall be submitted.

- 5.1.1 In addition, the offeror must submit one (1) copy of their entire proposal, including all attachments and cost proposal(s), in PDF digital format loaded on a USB flashdrive. Offerors may not send the electronically formatted copy of their proposal via email.
- 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 All proposals must be organized and tabbed with labels for the following headings:

- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
- 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered. Complete Attachment D for the cost proposal.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:
- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 6.1.3 Proposed project management techniques;
 - 6.1.4 Availability to the project locale;
 - 6.1.5 Ability and proven history in handling special project constraints;
 - 6.1.6 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.7 Familiarity with the project locale, and
 - 6.1.8 Cost proposal.
- 6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 **COST PROPOSAL**

- 7.1 Offeror must complete and return Attachment D, Cost Proposal, with responses.
- 7.2 Separate cost proposals must be submitted for each region that an offeror is submitting for. An offeror may submit for one or both regions.

7.5 A separate cost proposal must be submitted for any optional services the offeror has included, as identified in 3.6.1. Costs associated with optional services need to be included in the designated area in Attachment D.

Attachment A

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
OFFICE OF THE SECRETARY**

**Sub-recipient Agreement
Between**

State of South Dakota
Department of Social Services
OFFICE OF THE SECRETARY
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Sub-recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

The pass through entity requirements, as described in 2 CFR 200.331, are attached hereto as Exhibit A and incorporated herein. The information in Exhibit A may change without Sub-recipient's consent if there is a change in the award or funding stream. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on June 1, 2017 and will end on May 31, 2018, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):

A. The Sub-Recipient will undertake and complete the work or performance described as : _____

B. If the State will undertake or complete any work or performance under this Agreement it is described as follows: _____

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of _____ .

Amount provided by State/Grantor is	\$
Amount matched by Grantee	\$
Total Grant Amount	\$

Dollars provided by State/Grantor consist of the following:

Non-Federal State dollars	\$
Federal Pass-Through dollars	\$

Federal CFDA #

5. **RISK ASSESSMENTS, MONITORING AND REMEDIES**

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. **RETENTION AND INSPECTION OF RECORDS:**

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition of funds. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. **AUDIT REQUIREMENTS:**

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the nine months following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- (D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient

understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

- a. For purposes of this Agreement, "Date of Completion" shall mean the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph 12.
- b. The Sub-Recipient shall submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- c. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- d. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- e. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the date the State approves the final financial report.
- f. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.
- g. The Sub-Recipient shall provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.
- h. Except as provided in any attachment described in sub-paragraph "i" below, all close-out requirements must be completed within _____ days after the "Date of Completion."
- i. If additional closeout requirements are needed, as described in 2 CFR 200.331, they are attached hereto as Attachment _____ and incorporated herein.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

11. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

13. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. CONTROLLING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

21. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. This agreement is the result of request for proposal process, RFP # _____

25. Does this agreement involve Protected Health Information (PHI)? YES () NO (X)
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the agreement (refer to attachment).

26. PROPERTY MANAGEMENT STANDARDS

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

27. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

28. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal

award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

29. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, state proprietary information, state data, end user data, Personal Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Sub-Recipient in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Sub-Recipient without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

30. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

31. HOLD HARMLESS:

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

32. INSURANCE:

Before beginning work under this Agreement, the Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Sub-Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000.

33. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State of the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Sub-Recipient will be required to undergo investigation.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

D. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____	_____
Consultant Signature	Date
_____	_____
State - DSS Division Director	Date
_____	_____
State - DSS Chief Financial Officer Laurie Mikkonen	Date
_____	_____
State - DSS Cabinet Secretary Lynne A. Valenti	Date

Vendor Number Group

State Agency Coding:

CFDA#	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____
	_____	_____	_____	_____

State Program Contact Person _____
Phone _____

State Fiscal Contact Person Contract Accountant
Phone 605 773-_____

Sub-Recipient Program Contact Person _____
Phone _____

Sub-Recipient Fiscal Email Address _____

Sub-Recipient Fiscal Contact Person _____
Phone _____

Sub-Recipient Fiscal Email Address _____

Attachment B

SFY 2018 VICTIM SERVICES PROVIDERS June 1, 2017 to May 31, 2018

City	Agency	Region
		E = Eastern Region W = Western Region
Aberdeen	Brown County	E
Aberdeen	Safe Harbor	E
Brookings	Brookings Domestic Abuse Shelter	E
Chamberlain	Missouri Valley Crisis Center	W
Custer	Women Escaping A Violent Environment	W
Eagle Butte	Sacred Heart Women's Shelter	W
Flandreau	Wholeness Center	E
Ft. Thompson	Wiconi Wawokiya	W
Huron	Beadle County	E
Huron	Jan Manolis Family Safe Center	E
Lake Andes	Native American Women's Health Education Resource Center	E
Lemmon	Communities Against Violence & Abuse	W
Madison	Domestic Violence Network	E
McLaughlin	Pretty Bird Woman Shelter	W
Mission	White Buffalo Calf Woman Society	W
Mitchell	Mitchell Area Safehouse	E
Mitchell	1st Circuit CASA	E
Mobridge	Bridges Against Domestic Violence	W
Pierre	Division of Criminal Investigation	W
Pierre	Missouri Shores Domestic Violence Center	W
Pierre	St. Mary's Central SD Child Assessment Center	W
Rapid City	Catholic Social Services	W
Rapid City	Children's Home Society	W
Rapid City	Pennington County	W
Rapid City	Pennington County Sherriffs Office	W
Rapid City	Pennington County Victims Assistance Program	W
Rapid City	Working Against Violence, Inc.	W
Rapid City	Youth and Family Services	W
Rapid City	7th Circuit CASA	W
Redfield	Family Crisis Center, Inc.	E
Sioux Falls	Call To Freedom	E
Sioux Falls	Catholic Family Services	E
Sioux Falls	Children's Inn	E

Sioux Falls	Sanford Children's Hospital	E
Sioux Falls	CASA Sioux Falls	E
Sioux Falls	The Compass Center	E
Sisseton	Wacanga	E
Spearfish	Northern Hills CASA	W
Spearfish	Victims of Violence Intervention Program	W
Statewide	Child Advocacy Centers of SD	E
Statewide	Lutheran Social Services of South Dakota	E
Statewide	SD Coalition Against Domestic Violence and Sexual Assault	W
Statewide	SD Highway Patrol	W
Statewide	SD Network Against Family Violence and Sexual Assault	E
Sturgis	Crisis Intervention Shelter Services	W
Vermillion	Clay County	E
Vermillion	Domestic Violence Safe Options Services	E
Watertown	Beacon Center	E
Winner	Winner Resource Center	W
Yankton	Southeast CASA	E
Yankton	River City Domestic Violence Center	E

Attachment C

**SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES
SHELTER**

SITE REVIEW QUESTIONNAIRE

The Department of Social Services Victims' Services program is preparing for your agency's site review. The site review questionnaire is not optional and needs to be completed and returned to Victims' Services electronically by emailing it to @state.sd.us.

This questionnaire must be completed by your agency and returned to Victims' Services by (DATE). Victims' Services staff will review this questionnaire before your site visit, it will be used during the on-site visit, and while completing the final review report.

If a question does not apply, indicate "NA". Do not leave questions blank that apply to your agency. We recommend keeping a copy on file for the agency as this questionnaire will be useful during the site visit.

AGENCY INFORMATION

Agency:	
Mailing Address:	Phone #:
	Fax #:
	E-Mail:
Physical Address:	Web Site:
Phone #:	Hot-line #:
Director:	
Prepared by:	

FACILITIES

*Agency will provide a tour for reviewer of all facilities.

Does the program have a shelter facility? YES NO

Are facilities owned or rented? Owned Rented

If owned, is the mortgage charged to the Victims' Services grants? YES NO N/A

If owned, is the property debt free? YES NO N/A

If rented, is the rent charged to the Victims' Services grants? YES NO

Are the facilities easily accessible by victims with disabilities? YES NO

Is there a written policy against smoking in the facility? YES NO

Are signs posted indicating the facility is smoke free/ drug free? YES NO

Give the number of each of the following located in the shelter facility:

____ Administrative Offices	____ Laundry/Storage Rooms
____ Counseling Rooms	____ Bedrooms
____ Play Rooms	____ Beds
____ Common areas (dining/living/etc)	____ Cribs
____ Kitchen	____ Rollaway/hide-a-beds
____ Bathrooms	Shelter Capacity: _____

Are security or surveillance systems used? YES NO

Are all individuals entering the facility informed they are being recorded? YES NO NA

Are any written plans in place for environmental emergencies, fire, and evacuation? YES NO

Have you closed your shelter for any period of time over the last two years? YES NO

Do you feel the facilities are appropriate for the services being offered? YES NO

PERSONNEL

(Complete Appendix A)

How many full time employees does your agency employ? _____

How many full time staff are paid with Victims' Services funds? _____

Indicate the title of full time employees paid with Victims' Services funds: _____

How many part time employees does your agency employ? _____

How many part time staff are paid with Victims' Services funds? _____

Indicate the title of part time employees paid with Victims Services funds: _____

Does the agency use any Victim Services Funds for any contract employees? YES NO

How many direct service volunteers does your agency utilize? _____

How many non-direct service volunteers does your agency utilize? _____

Do volunteers receive any benefits as a result of volunteering? YES NO

What is the level of staff turnover in the last 2 years? 0-25% 26-50% 51-75% 76-100%

Are you fully staffed now? YES NO

Are there written policies and procedures for employees? YES NO

Do employees sign a form stating that they have reviewed the policies? YES NO

Who has the authority to hire staff? _____

Are there written policies and procedures for volunteers? YES NO

Do volunteers sign a form stating that they have reviewed the policies? YES NO

Do direct service and non-direct service volunteers get the same policies? YES NO

Who has the authority to hire volunteers? _____

Are there written job descriptions for all paid staff? YES NO

Are there written job descriptions for all volunteer advocates? YES NO

Are background checks completed on all paid staff? YES NO

Are background checks completed on all direct service volunteers? YES NO

Are background checks completed prior to the individual beginning employment/volunteer work?
YES NO

Do the policies address background check procedures and if results could affect employment?
YES NO

Do employees/volunteers report abuse and neglect of children, elders, and adults with disabilities, per SD state laws? YES NO

EMPLOYEE TIME

Is time documented by type of work done each day? YES NO

Are timesheets completed by all employees? YES NO

Are timesheets signed by the employee? YES NO

Are signatures under a perjury statement? YES NO

Are timesheets signed by a supervisor? YES NO

Is sick leave or vacation leave recorded when taken? YES NO

Types of benefits paid with VS funds? Payroll taxes Health Insurance Work Comp
 Retirement Paid Time Off Other:

Are benefits prorated according to the amount of salary paid from each income source?
YES NO

Does staff receive paid time off balances when they leave the organization (sick leave, vacation)?
YES NO

Are employees ever paid a bonus that is directly associated with the hours they worked in a pay period?
YES NO

BOARD INFORMATION/BY-LAWS

How many serve on the Board of Directors? _____

Are all positions on the Board filled? YES NO

If no, do you have a plan in place for filling vacant positions? YES NO

Are any paid staff members on the Board? YES NO

Are Board members paid for their services while serving on the Board? YES NO

How often does the Board meet? Monthly Quarterly Annually Other

In the last 2 years, how many meetings has the Board held? _____

Are minutes kept from meetings? YES NO

Who takes the meeting minutes? _____

Are copies of meeting minutes kept on site? YES NO

Does the Board receive a financial statement at each board meeting? YES NO

Is the financial statement approved? YES NO

Does the Board represent the demographic characteristics of the service area? YES NO

Do the majority of the Board members reside/work in the service area? YES NO

What process is used to conduct meetings?

Robert's Rules of Order Consensus Unsure Other

Can a board member participate in a meeting through telephone or other means? YES NO

Do the Board members have term limits? YES NO

Does the Board review Program statistics? YES NO

Does the Board develop a Strategic Plan? YES NO

Does the Board approve all changes to the personnel/financial policies? YES NO

ELIGIBILITY

What type of Client Issues does your agency provide services for?

DV SA Stalking Child Abuse Any violent crime

Does your agency provide any services to non-victims? YES NO

Does your agency provide any services to incarcerated individuals? YES NO

Does your agency have policies that support denying individuals access to services based on their relationship to the perpetrator? YES NO

Does your agency provide services to primary teen victims? YES NO

Are there any situations in which an individual would be denied services? YES NO

INTAKE

Non-Sheltered Clients:

How often is an intake form completed for a client?

Annually Monthly Each time they come in for services Other

Does the client or advocate complete the intake form? Client Advocate

Do parents and children have separate intake forms? Separate Same

Sheltered Clients:

How often is an intake form completed for a client?

Annually Monthly Each time they come in for services Other

Does the client or advocate complete the intake form? Client Advocate

Do parents and children have separate intake forms? Separate Same

Does the agency have a written process for orientating clients to shelter? YES NO

*During the on-site visit, the agency will demonstrate the process used for a shelter intake to reviewer.

*During the on-site visit, the agency will demonstrate the process used for a non-sheltered intake to reviewer.

CLIENT SERVICES

What counties are in your service area? _____

Does your program operate any satellite offices? YES NO

How are the services publicized in the service area? Radio Newspaper PSA
Brochures Posters Social Media Website Other

Where is the crisis line number advertised in the service area? Telephone Directory Newspaper
PSA Brochures Posters Social Media

Are crisis line services available 24/7? YES NO

Is the crisis line toll free? YES NO

Is the crisis line capable of receiving collect calls? YES NO

Is the crisis line ever answered by an answering machine? YES NO

Is the crisis line equipped with a rollover line? YES NO

Crisis line coverage is provided by whom? Staff Volunteers Both

Is the crisis line always answered by someone who is trained to provide immediate assistance?
YES NO

Do staff/volunteers receive any compensation for being on call? YES NO

Is staff available to meet with a client 24/7? YES NO
What is the estimated response time? _____

Does staff provide immediate assistance at a DV scene, if requested? YES NO

What days/hours is the agency office staffed? _____

What days/hours is the agency shelter staffed? _____

If the shelter is full, do you provide housing for victims? YES NO

Does the agency ever use motels/hotels to provide shelter? YES NO

Does the agency have a written agreement with the motel/hotel that provides for the safety and confidentiality of clients? YES NO

Does the agency have daily contact with individuals sheltered in motel/ hotel? YES NO

Does the agency count a motel/shelter stay as shelter days in ADAP? YES NO

Does the agency ever use private homes to provide shelter? YES NO

Are there any other places in which shelter is provided? YES NO

Does the agency provide transitional housing? YES NO

Therapy Services are provided by whom: Paid staff Subcontract Referral Other

Does your agency pay for therapy services? YES NO

Does your agency ever provide or pay for therapy services for more than 1 year? YES NO

Does your agency provide any support groups? YES NO

Transportation is provided by: Agency vehicle Public transportation Staff vehicle Other

If an employee vehicle is used, does the agency have insurance coverage for this? YES NO

Do adults and children who receive transportation have a transportation service logged in ADAP?
YES NO

How does the agency assist with medical care? Referrals Pay for service Transportation to
 Respond to SA at ER Other

Does the agency provide 24 hour referral services? YES NO

Does the agency provide follow-up services? YES NO

Does the agency provide any services to children? YES NO

Does the agency have any questions about the Crime Victim Compensation Program? YES NO

FVPS (IF APPLICABLE)

Does the agency track the FVPS outcome measures (i.e. exit surveys, group surveys)? YES NO

Is a copy of the completed surveys retained by the agency? YES NO

ADAP

Who inputs client information into ADAP? _____

Has this person changed within the last year? YES NO

How often is information entered into ADAP?

Daily Weekly Bi-weekly Monthly Quarterly Other

Does the agency accurately report all services provided? YES NO

Do clients receive one ADAP client ID number per lifetime? YES NO

Do clients have a new Intake date in ADAP at the beginning of each Quarter? YES NO

Are clients given one victimization in ADAP per Federal Fiscal Year? YES NO

Is the program aware a client who is 60+ years of age, should be reported in the Client Issue of Elder Abuse within ADAP? YES NO

When reporting individuals in ADAP, does the agency always have in-person or phone contact with the client (including children clients) prior to reporting the client as served? YES NO

Are duplicated services provided to a client on the same day recorded in ADAP? YES NO

Do all sheltered clients have a check-in and check-out date within a quarter? YES NO

Does the agency count a motel/shelter stay as shelter days in ADAP? YES NO

If a client leaves shelter to overnight elsewhere for the night or the weekend, is this client checked out in ADAP? YES NO

Does the agency call victims who have been referred by police or another agency? YES NO

CONFIDENTIAL INFORMATION

Where are client records kept? _____

Who has access to client records? _____

How long are client records retained? _____

How are client records destroyed? _____

Do you have a confidentiality policy for clients? YES NO

Does the agency have a Confidentiality Policy for employees? YES NO

Does the agency have a Confidentiality Policy for volunteers? YES NO

Does the agency have a Confidentiality Form for outside service providers? YES NO

Does the agency have a Confidentiality Form for visitors? YES NO

Are there consequences for violation of the Confidentiality Policy? YES NO

Does the agency receive any Rural Office of Community Service funding? YES NO

CIVIL RIGHTS COMPLIANCE

Is the agency required to prepare an Equal Employment Opportunity Plan? YES NO

Is the agency required to submit an EEOP Utilization Report to the Office of Civil Rights, Office of Justice Programs U.S. Department of Justice? YES NO

Has the agency submitted a Certification Form to the OCR certifying compliance with the EEOP requirements? YES NO

Has a federal or state court or a federal or state administrative agency issued a finding of discrimination against grantee after due process hearing on the grounds of race, color, national origin, age, sex, religion or disability? YES NO

Does the agency conduct any training for its employees on the requirements under the Federal Civil Rights laws? YES NO

Do clients receive a copy of the non-discrimination policy at Intake? YES NO

Do clients receive a copy of the grievance procedures at Intake? YES NO

Is the Clients Rights and Responsibilities statement posted in an accessible place? YES NO
If yes, where? _____

Does the agency serve male victims of domestic violence, dating violence, sexual assault and stalking?
YES NO

Does the agency provide sex-segregated or sex-specific services? YES NO
If yes, has the agency determined that providing services that are sex-segregated or sex-specific is necessary to the essential operation of the program? YES NO

Does the agency have written policies or procedures in place for notifying clients how to file complaints alleging discrimination by the agency, including how to file complaints with the Department of Social Services and OCR? YES NO

Has the agency worked with any LEP clients in the last two years? YES NO
Comments/Concerns you would like to discuss at the site visit? YES NO
If no, does the agency feel they are equipped to work with an LEP client? YES NO

Is more than 5% of the service area non-English speaking? YES NO

Does the agency have material printed in any language other than English? YES NO

Does the agency has 50 or more employees and receives DOJ funding of \$25,000 or more? YES NO

Has the agency worked with any clients who had significant physical disabilities which includes deaf or hard of hearing? YES NO

Does the agency conduct religious activities as part of its programs or services? YES NO

Does the agency conduct any educational program or activity? YES NO

Does/would the agency provide services to non-US citizens? YES NO

COMMUNITY EDUCATION/PUBLIC AWARENESS

What multi-disciplinary meetings or inter-agency groups does your agency participate in?

Is your agency part of the Coordinated Community Response Team? YES NO

Does your Community have a Sexual Assault Response Team? YES NO

Does your agency have any fundraising activities? YES NO

FISCAL MANAGEMENT

What is the agency's fiscal year? Oct to Sept Jan to Dec July to June Other

What is the agency's basis of accounting? Cash Accrual

What is the type of bookkeeping system used? QuickBooks QuickBooks for Nonprofits

Quicken Other

Who is responsible for the bookkeeping system? _____

Is each Victim's Services grant accounted for separately in the bookkeeping system? YES NO

Will the amount listed on the monthly income and expenditure bookkeeping report equal the amount of funds listed on the monthly drawdown? YES NO

Are grants expended to exactly zero each year? YES NO

Who is authorized to sign checks? Board Member Board President Board Treasurer
 Executive Director Other _____

Are two signatures required on all checks? YES NO

Does your agency have any of the following?

Credit Card YES NO

Debit Card YES NO

Petty Cash Fund YES NO

Does your agency pay bills online? YES NO

Does your agency pay bills through auto pay? YES NO

How often are bank statements reconciled? _____

Who reconciles the bank statements? _____

Who reviews the reconciled bank statement? _____

Are reconciled bank statements signed/initialed by reviewers? YES NO

Does the agency provide emergency financial assistance to victims? YES NO

Does the agency have an annual audit? YES NO

Does the agency receive more than \$750,000.00 in state or federal funds? YES NO

How long are financial records retained? _____

MATCH

How is match met? Volunteer hours Donations Cash Other

Does the agency need to provide match for any other grants? YES NO

Does the match documentation for each month equal the amount of match the agency lists on their monthly drawdowns? YES NO

SASP (IF APPLICABLE)

Has your SASP funded project increased the number of Sexual Assault victims served? YES NO

Would your agency sustain the SASP project without SASP funding? YES NO

Does the SASP funded advocate do prevention/public awareness activities? YES NO

Does your SASP funded project establish or maintain the Sexual Assault Response Team?
YES NO

GRANT MANAGEMENT

Does the agency anticipate all Victims' Services funds will be expended? YES NO

Does the agency have any comments or concerns regarding your current project? YES NO

Does the agency have any comments or concerns with the State administration of program?
YES NO

Have the following reports been made in a timely and accurate manner to the Department of Social Services, Victims' Services Program?

Quarterly Reports YES NO

Monthly Drawdowns YES NO

Financial Reports YES NO

Annual STOP report (if applicable) YES NO

Have changes based on recommendations from the last on-site visit been made? YES NO

DECLARATION OF INFORMATION

I hereby declare the information above is true to the best of my knowledge and belief, and is subject to penalty for perjury.

Executive Director Signature

Date

Executive Director Name (please print)

Board Chair Signature

Date

Board Chair Name (please print)

PAID STAFF INFORMATION

List all positions what are funded with Victims' Services grants. Identify the funding source for each position by percentage.

Full (F) or Part Time (PT)	Salaried or hourly position	Position Title	Name of Employee	% Funded by DASA	% Funded by FVPS	% Funded by STOP	% Funded by VOCA	% Funded by SASP	% Funded by Other funds
				%	%	%	%	%	%

SITE REVIEW REPORT

Date of Review:
Grantee:
Date of Site Visit:
Grantee Staff Present:
DSS Staff Present:

Review Period:
Documents Reviewed:
Documents Reviewed by:

Project Status:

Facilities:

Personnel:

Employee Time:

Board of Directors and By-Laws:

Eligibility:

Client Services:

Procedures and Record Keeping:

Civil Rights:

Community Education and Public Awareness:

Fiscal Management:

Match:

FVPS:

SASP:

Visitation Center:

Grant Management:

Agency Findings and Corrective Action Plans

After reviewing the information provided by the agency, the Reviewer identified the following items to be addressed by the agency.

Finding 1:

Corrective Action 1:

Corrective Action 1 Implementation Date:

Finding 2:

Corrective Action 2:

Corrective Action 2 Implementation Date:

Attachment D

Cost Proposal for Victims' Service Program Monitoring

West Region Cost Proposal				
Personnel Costs:				Total Cost
Professional/Program Staff	Hourly rate	# of hours	Benefits	
Other (Describe)				
Operating Costs:				
Equipment and Supplies				
Printing/Postage				
Phone/Internet				
Office Supplies				
Staff Travel				
Other Costs (Describe)				
TOTAL FUNDING REQUEST				

East Region Cost Proposal				
Personnel Costs:				Total Cost
Professional/Program Staff	Hourly rate	# of hours	Benefits	
Other (Describe)				
Operating Costs:				
Equipment and Supplies				
Printing/Postage				
Phone/Internet				
Office Supplies				
Staff Travel				
Other Costs (Describe)				
TOTAL FUNDING REQUEST				

Optional Services Cost Proposal (Optional)				
Personnel Costs:				Total Cost
Professional/Program Staff	Hourly rate	# of hours	Benefits	
Other (Describe)				
Operating Costs:				
Equipment and Supplies				
Printing/Postage				
Phone/Internet				
Office Supplies				
Staff Travel				
Other Costs (Describe)				
TOTAL FUNDING REQUEST				