

AGREEMENT
Between the City of Saint Paul and Saint Paul and Ramsey County Domestic Abuse Intervention Project

THIS AGREEMENT, made and entered into this 1st day of October , 2022, is by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**Provider**” and Saint Paul and Ramsey County Domestic Abuse Intervention Project, a non-profit, 501(C) (3) organization whose address is 394 Dayton Avenue, Saint Paul, Minnesota, 55102, hereinafter referred to as “**SPIP**.”

The Provider and SPIP, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: Scope of Services.

- A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached federal grant award and including abstracts and agreements. (Attachment A Scope of Work and Attachment B Award Documents).
- B. The Provider is required to comply with special conditions as it relates to sub-grantees of the award. (Attachment C Special Conditions).
- C. No changes are to be made to Section 1 of this agreement unless agreed upon in writing by both the Provider and SPIP.

SECTION 2: Time for Completion.

A. The services described in Section 1 shall be commenced on October 1, 2022, and will be completed in accordance with the schedule mutually agreed upon with the City through September 30, 2025.

B. Provider shall not proceed with any task outside of the grant award without specific authorization from the Project Manager designated by SPIP.

SECTION 3: Billings, Payment and Reporting.

A. For the Provider’s faithful performance of this Agreement, SPIP hereby agrees to compensate the Provider in the amounts and according to the provisions of the grant award agreement approved budget (Attachment B Grant Award Documents). Total payments to the Provider shall not exceed \$ 294,440.

B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by SPIP.

C. Provider shall submit programmatic reporting as specified by grantor. An itemized invoice as well as detailed backup documents will be sent to SPIP by the 20th of the month following the end of each quarter. Provider shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by SPIP to the Provider within thirty (30) days.

D. No payments shall be made to Provider without programmatic and fiscal requirements completed.

E. In the event the Provider fails to comply with any terms or conditions of the Agreement or grant award (see Attachment B) or to provide in any manner the work or services as agreed to herein, SPIP will notify the Provider as specified in Section 4 if this agreement.

SECTION 4: Project Management.

A. SPIP requires the Provider to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of SPIP is grounds for termination of the Agreement by the SPIP. Provider's principal project members are the dedicated investigator and the unit commander

B. The SPIP has designated Shelley Cline, Executive Director, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be released. The Project Manager shall have the authority to transmit instructions, receive information, authorize amendments or changes to the Agreement, and interpret and define SPIP policies and decisions pertinent to the work covered by this Agreement.

SECTION 5: Provider Responsibilities.

A. Provider agrees to provide SPIP with access to any information from Provider documents, staff, and other sources needed by the SPIP to complete the work described herein.

SECTION 6: Work Products, Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from the Provider's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

"Business records" shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that result from the Provider's services under this Agreement shall be delivered to SPIP and shall become the property of SPIP after final payment is made to the Provider with no right, title, or interest in said work products or supporting documentation vesting in the Provider.

C. Unless otherwise required under State or Federal data privacy law, the Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of SPIP.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, shall be delivered to SPIP by the Provider by the termination date and there shall be no further obligation of SPIP to the Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Provider agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The Provider agrees to abide strictly by Chapter 13, Minnesota Statutes (Minnesota Government Data Practice Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated insofar as they relate to the Consultant's/Provider's performance of the provisions of this Agreement.

SECTION 7: Equal Opportunity Employment.

A. The Provider will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, age, sexual orientation, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, age, sexual orientation, or national origin.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 8: Compliance with Applicable Law.

The Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 9: Independent Contractor.

A. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Provider to SPIP is that of an independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the Provider an employee of SPIP, and the Provider shall be entitled to none of the rights, privileges, or benefits of SPIP employees.

SECTION 10: Subcontracting.

A. The Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement (unless specifically outlined in the federal grant) without obtaining prior written approval of SPIP.

SECTION 11: Hold Harmless.

That each party will be responsible for their own acts or omissions for their employees, agents and officials. Nothing in this agreement shall constitute a waiver by either party of any statutory or common law defenses, immunities, or limits or exceptions on liability.

SECTION 12: Assignment.

A. SPIP and the Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither SPIP nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 13: Termination.

A. This Agreement will continue in full force and effect until completion of the Provider's services as described herein unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

B. With Cause. SPIP reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by SPIP. In the event that SPIP exercises its right to suspend or terminate under this Section, it shall submit written notice of suspension to the Provider, specifying the reasons therefore, and the date upon which such suspension becomes effective. Within ten days of receipt of such notice, the Provider shall take all actions necessary to cure the default. If the Provider fails to cure the default within the ten day period, the Agreement is immediately terminated. Upon termination of this Agreement, the Provider shall discontinue further commitments of funds under this Agreement.

C. In the event of termination, SPIP will pay the Provider for all services actually timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the City rendering final payment for services.

SECTION 14: Default by Provider.

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, SPIP shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to SPIP in law or equity.

SECTION 15: Amendment or Changes to Agreement.

A. SPIP or the Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services. Request and authorization will be in writing to ensure a complete file for a federal audit.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term “this Agreement” as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 16: Notices.

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To SPIP:

Shelley Cline
St Paul Intervention Project
394 Dayton Avenue
Saint Paul, MN 55102

To Provider:

Michele Bunce, Fiscal Affairs Administrator
Saint Paul Police Department
367 Grove Street
St. Paul, Minnesota, 55101

SECTION 17: Waiver.

A. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement’s provision.

SECTION 18: Survival of Obligations.

A. The respective obligations of SPIP and the Provider under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 19: Interpretation of Agreement, Venue.

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 20: Force Majeure.

A. Neither the City nor the Provider shall be held responsible for performance if its performance is prevented by acts or events beyond the party’s reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

SECTION 21: Entire Agreement.

It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

For the City of Saint Paul

**For the St. Paul & Ramsey County
Domestic Abuse Intervention Project**

Assistant Chief of Police

Approved as to form:

Shelley Cline
Executive Director

City Attorney

Director of the Office of Financial Service

Mayor's Office

Director of Human Rights and Equal
Employment Opportunity

ATTACHMENT A: SCOPE OF WORK

Project Executive Summary:

The Saint Paul & Ramsey County Domestic Abuse Intervention Project (SPIP) sought and secured funding from the U.S. Department of Justice Office of Violence Against Women to plan and operate the Blueprint Accessibility, Zero-Bias, Enhancement Project (BLAZE). The project defines a coordinated community response to domestic violence across multiple systems. The St. Paul Police Department (SPPD) is one of several partners contributing to the project. This scope of work outlines SPPD's specific obligations for a sub award from the grant.

Parties:

BLAZE is led by the St. Paul & Ramsey County Domestic Abuse Intervention Project (SPIP). The project includes contributions from multiple parties. Collaborative partners contributing to SPJP's project include City of St. Paul; St. Paul Police Department, St. Paul City Attorney's Office; Ramsey County Attorney's Office; Ramsey County Sheriff's Office; Ramsey County Department of Corrections; and the Ramsey County Emergency Communications Center

Scope of Project:

The BLAZE project will:

- I) Continue to enhance the DV-CAR (Domestic Violence-Cop Advocate Response) component, to bring highly skilled services and protections to victims a) who are marginalized, b) of highly lethal offenders, c) who have experienced both domestic and sexual violence, d) who experience serious mental health challenges, e) older victims and f) victims with immigration issues.
- II) DV-CAR will improve response to, protection of and access critical services for victims.
- III) Examine and alter how implicit and explicit biases impact our justice systems' response to domestic violence;
- IV) Implement a database for domestic crimes, to be utilized by all of the partners;
- V) Establish and incorporate policies and practices to better engage victims, and prevent gender and racial biases, into the Blueprint for Safety, and
- VI) Continue to implement, monitor, mentor and advance the Blueprint for Safety.

SPPD Obligations:

As a sub award recipient SPPD will contribute in part to the overall project goals stated above. The role of SPPD is to provide investigative expertise on behalf of the project, and provide law enforcement representation at collaborative meetings and provide trainings.

Leadership participation:

SPPD is one of several partners in the project, and commits to providing representation at collaborative meetings examining implicit and explicit biases in the system, and contributing to reviewing the Blueprint for Safety policies and practices around victim engagement.

Personnel and resource commitment:

SPPD will dedicate a full-time investigator to implement the DV-CAR models and provide representation at collaborative meetings. Specific tasks for these contributing personnel are defined in this scope of work.

Tasks/Delivered work product:

The SPPD commits the following tasks and deliverables as terms of the sub award, organized by the goals of the BLAZE project.

Development and implement the DV-CAR model:

- The SPPD will dedicate a full-time internal investigator to coordinating the law enforcement component of the DV-CAR portion of the BLAZE project.
- The SPPD investigator will participate in regular meetings to review and revise DV-CAR criteria, policies, and operating procedures.
- SPPD will provide training to SPPD police officers through roll call trainings.
 - Training topics will address:
 - Civil court procedures
 - Decreasing dual arrests
 - Domestic Violence Statutes/Codes
 - Law enforcement response
 - Sexual Assault forensic exam
 - Sexual Assault codes
 - Best Practices for underserved populations with a focus on African American and Immigrant and Refugee communities.
- SPPD will participate, along with partner agencies, in the creation of training videos.

DV-CAR will improve responder protection, and access to services:

- SPPD will arrive at the scene of appropriate incidents, as defined by response to calls for assistance. SPPD will discern critical components of the crime, and will ensure engagement of victims and connect victims to services
- SPPD will provide immediate investigative review of appropriate incidents, as defined by:
 - # of arrest orders
 - # of dual arrests
 - # of protection orders
 - # of enforcement foe warrants
 - # of arrests for violations of protection orders
- SPPD will provide immediate investigative review of appropriate cases. Additional data will be provided on when cases are not presented for charging.
- SPPD will report on how many charging decisions that were expedited due to offender criminal history and charge enhancement, and ensure final case is ready for submission as defined by:
 - # of case referrals to prosecutor
 - # of referrals of firearm charges to the feds.

Evaluate the effectiveness of the DV-CAR model

- SPPD Investigator and Unit Commander will participate in review of cases, and contribute the evaluation findings as defined by participation in quarterly meetings (up to 12 review meetings over three years).

Examine and alter implicit and explicit biases in system

- SPPD Investigator or the Unit Commander will participate in Blueprint Team efforts to examine system biases as defined by:
 - Quarterly meetings to discuss and review policies and procedures (up to 12 review meetings over three years).
 - Revised or edited SPPD policies addressing appropriate response to underserved populations and appropriate response to elderly or disabled.

Implement a database for domestic crimes, to be utilized by all of the partners

- SPPD will provide quarterly data on domestic crimes to be used by SPIP for upload to database defined by partners and for analysis.
- The quarterly data will be provided in a format that aligns to the Office of Violence Against Women semiannual progress report JustGrants form for Improving Criminal Justice Response (formerly Grants to Encourage Arrest Policies and Enforcement of Protection Orders). Providing data in this format will allow consistency in data to be used for both grant reporting and evaluation of the DV-CAR model.

Delivered information or data:

- SPPD will provide individual case when requested pursuant to data practices regulations and Saint Paul Police Policies.

**Attachment B: Award information
The City of Saint Paul
And
Saint Paul Intervention Project (SPIP)**

Concerning “Fiscal Year 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program Solicitation”

Federal Subaward Identification Requirements

1. Subrecipient’s Name: City of Saint Paul Police Department
2. Subrecipient’s Unique Entity Identifier: Q91BDNBC1VT7.
3. Federal Award Identification Number (FAIN): None
4. Federal Award Date: October 1, 2022
5. Subaward Period of Performance Start and End Date: October 1, 2022, thru September 30, 2025, (or as otherwise agreed to within the Agreement)
6. Subaward Budget period Start and End Date: October 1, 2022 to September 30, 2025
7. Amount of Federal Funds obligated to the Subrecipient by this action by the pass-through entity: \$294,440.00
8. Total amount of Federal Funds obligated to the Subrecipient by the pass-through entity, including this current obligation: \$294,440.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the pass-through entity: \$294,440.00
10. Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): The grantee, in collaboration with its project partners, will use this continuation award to continue improving the jurisdiction’s criminal justice system response to domestic violence, dating violence, sexual assault, and stalking. Specifically, the project will: 1) implement activities focused on victim safety and offender accountability; 2) participate in mandated OVW training and technical assistance; and 3) work toward sustainability of project activities.
11. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for awarding official of the Pass-Through Entity:
 - a. Originating Federal Awarding Agency: United States Department of Justice, Office on Violence Against Women (OVW)
 - b. Grant Program and Agreement No: 15JOVW-22-GG-01820-ICJR
 - c. Pass-Through Entity: THE ST. PAUL & RAMSEY COUNTY DOMESTIC ABUSE INTERVENTION PROJECT (SPIP)
 - d. Pass-Through Entity Awarding Official: Executive Director, SPIP.
 - e. Pass-Through Entity UEI: MK5UWBNH1ZW8
12. Assistance Listing Number (ALN) and Title: 16.590 - Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program
13. Statutory Authority: 34 U.S.C. §§ 10461-10465
14. Is award for R & D? No.
15. Indirect cost rate for the Federal Award: N/A.

AWARD LETTER

[Printed from online portal JustGrants.usdoj.gov]

September 23, 2022

Dear Rebecca McLane,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office on Violence Against Women (OVW) has approved the application submitted by ST. PAUL & RAMSEY COUNTY DOMESTIC ABUSE INTERVENTION PROJECT, THE for an award under the funding opportunity entitled 2022 OVW Fiscal Year 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program Solicitation. The approved award amount is \$1,000,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OVW, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ALLISON RANDALL

Acting Director

Award Acceptance

[Printed from online portal JustGrants.usdoj.gov]

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Acting Director

Name of Approving Official
ALLISON RANDALL

Signed Date And Time
9/12/22 3:54 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Operations Director

Name of Authorized Entity Official
Rebecca McLane

Signed Date And Time
9/26/2022 3:57 PM

St. Paul & Ramsey County Domestic Abuse Intervention Project

OVW Award number: 15JOVW-22-GG-01820-ICJR

Project Period: 10/01/22 -9/30/25

Consultant/Contractor: St. Paul Police Department

Investigator**

DV-CAR Investigator (partnering with an advocate)

Budget Category	Description	Item	Total
Investigator	DV-CAR Investigator (partnering with an advocate)	Salary: \$7,016.53 per month 100% x 36 months	\$252,595
		Medicare: \$252,595 x 1.45%	\$3,682
		Health Insurance: \$252,595 x 15.1%	\$38,163
		TOTAL	\$294,440

**The Investigator will dedicate 100% of their time to the DV-CAR (partnering with an advocate), investigating domestic violence cases involving marginalized victims and victims of highly lethal crimes, participating in the Blueprint Steering Committee, and supporting the goals of the project.

ATTACHMENT C SPECIAL CONDITIONS

[Printed from online portal JustGrants.usdoj.gov]

1

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

2

Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

3

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any

other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

4

Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards (subgrants) to first-tier subrecipients (subgrantees), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier assigned by SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

5

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

6

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

7

Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

8

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

9

OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

10

Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVW during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (subgrantee) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

14

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

15

Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

16

Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

17

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to

execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace

safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21

Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

22

Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

23

Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

24

Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

25

VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-

segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

26

Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

27

Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

28

Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

29

Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

30

Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard

of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

31

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

32

Termination or suspension

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

33

Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the Justice Grants System, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

34

Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

35

Program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Award Modification (GAM) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAM must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAM by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

36

FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

37

Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

38

Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

39

Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in

this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

40

Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

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

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

41

Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

42

Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

43

Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

44

Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

45

Required SAM and FAPIIS reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW website at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

46

Compliance with certifications

The recipient acknowledges that it has a continuing obligation to remain in compliance with the applicable certification requirements of 34 U.S.C. 10461(c).

47

Limitation on use of funds for direct legal representation

The recipient agrees not to use grant funds to provide legal representation in civil or criminal matters, such as family law cases (divorce, custody, visitation, and child support), housing cases, consumer law cases and others. Grant funds may be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, or stalking only in the limited context of protection order proceedings (either temporary or long term relief), or for limited immigration matters that may impact and affect the victim's ability to maintain safety (such as U visas).

48

Prohibition on public awareness activities

The recipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and conduct outreach to victims about available services.

49

Withholding of funds pending completion of prior award under the same program

The recipient acknowledges that it has a prior award under the same OVW grant program from which this new award is being made. The recipient may obligate, expend, and draw down from this award only funds for travel-related expenses up to \$10,000 to attend OVW-sponsored technical assistance events. The recipient agrees not to obligate, expend, or draw down any additional funds from this award until all funds are expended on its prior OVW award from this same program. If the recipient needs to obligate, expend, or draw down additional funds from this award prior to the completion/expiration of the prior award, it must submit a written request to its program manager for review and approval.

50

Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.