

**AMENDMENT TO CONTRACT between
City of Saint Paul and Saint Paul and Ramsey County Domestic
Abuse Intervention Project
April 3, 2023**

THIS AGREEMENT, made and entered into this April 3, 2023, 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 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 to amend contract dated **October 01, 2019**, as follows:

SECTION 2: Time for Completion.

The services described in Section 1 shall be commenced on October 01, 2016, and will be completed in accordance with the schedule mutually agreed upon with the City through ~~September 30, 2019~~ ~~September 30, 2022~~ June 30 2023.

SECTION 3: Billings, Payment and Reporting.

SPIP hereby agrees to compensate the **Provider** in the amounts and according to the provisions of the grant award agreement approved budget. Total payments not exceed ~~\$294,437.00~~ ~~\$588,874.00~~ \$640,271.97

Except as emended herein, the terms and conditions of the original contract as referenced herein remain in full force and effect.

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

SAINT PAUL & RAMSEY COUNTY DOMESTIC ABUSE INTERVENTION PROJECT	CITY OF SAINT PAUL
By: _____ Shelley Cline Executive Director	By: _____ Jack Serier Assistant Chief of Police

Approved as to form:	
By: _____ Judy Hanson Assistant City Attorney	By: _____ Jaime Tincher Deputy Mayor
By: _____ John McCarthy Director of Financial Services	By: _____ Andrea Ledger Director of Human Rights and Equal Employment Opportunity

COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

AMENDMENT TO CONTRACT between
City of Saint Paul and Saint Paul and Ramsey County Domestic Abuse Intervention
Project
December 17, 2019

THIS AGREEMENT, made and entered into this December 17, 2019, 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 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 to amend contract dated **October 01, 2019**, as follows:

SECTION 2: Time for Completion.

The services described in Section 1 shall be commenced on October 01, 2016, and will be completed in accordance with the schedule mutually agreed upon with the City through ~~September 30, 2019~~ September 30, 2022.

SECTION 3: Billings, Payment and Reporting.

SPIP hereby agrees to compensate the **Provider** in the amounts and according to the provisions of the grant award agreement approved budget. Total payments not exceed \$294,437.00 \$588,874.00

Except as emended herein, the terms and conditions of the original contract as referenced herein remain in full force and effect.

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

SAINT PAUL & RAMSEY COUNTY
DOMESTIC ABUSE INTERVENTION
PROJECT

By: _____

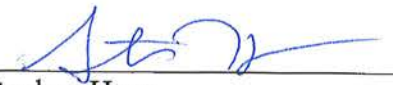
Shelley Cline
Executive Director

CITY OF SAINT PAUL

By: _____

Robert Thomasser
Assistant Chief of Police

Approved as to form:

By: 
Stephen Heng
Assistant City Attorney

By: 
for Director of the Office of Financial
Service

By: 
for Mayor

By:  *for Val Jensen*
Director of Human Rights and
Equal Employment Opportunity

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

THIS AGREEMENT, made and entered into this 31st day of October, 2016, 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).
- B. The Provider is required to comply with special conditions as it relates to sub-grantees of the award as defined in original award agreement (Attachment B).
- 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, 2016, and will be completed in accordance with the schedule mutually agreed upon with the City through September 30, 2019.

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 C). Total payments to the Provider shall not exceed \$294,437.

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 Attachment D of this agreement. 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 A) 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:

Wendy Tresbesch, Accountant V
Saint Paul Police Department
367 Grove Street
St. Paul, Minnesota, 55101

B. The SPIP has designated Shelly 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 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:
Shelly Cline
St Paul Intervention Project
394 Dayton Avenue
Saint Paul, MN 55102

To Provider:
Wendy Trebesch
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.

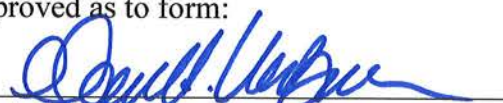
It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters herein.

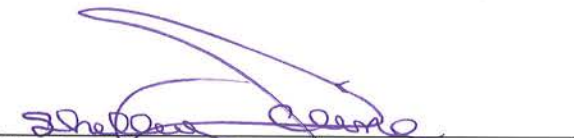
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

For the City of Saint Paul

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

Approved as to form:


City Attorney


Shelly Cline
Executive Director


Kathleen Wuorinen, Assistant Chief of Police


Director of the Office of Financial Service


Mayor


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 SPIP'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; Ramsey County Emergency Communications Center; Project Remand, and Praxis International.

Scope of Project:

The BLAZE project will:

- I) Develop and implement a DV-CAR (Domestic Violence-Cop Advocate Response) to bring highly skilled services and protections to victims a) who are marginalized, b) of highly lethal offenders and c) who have experienced both domestic and sexual violence;
- II) Examine and alter how implicit and explicit biases impact our justice systems' response to domestic violence;
- III) Implement a database for domestic crimes, to be utilized by all of the partners;
- IV) Establish and incorporate policies and practices to better engage victims, and prevent gender and racial biases, into the Blueprint for Safety, and
- V) 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.

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:

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:

- SPPD will dedicate a full time internal investigator to coordinating the law enforcement component of the DV-CAR the BLAZE project.
- SPPD investigator will participate in monthly planning meetings (up to 12 meetings annually, 36 meetings over 3 years) to define DV-CAR criteria, policies and operating procedures.
- SPPD will provide training to 300 police officers through roll call trainings.
 - 10-15 officers a shift x 3 calls per day x 4 training days x 2 trainings annually
 - 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.

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

- SPPD will arrive at the scene of 660 incidents annually (1980 over 3 years), as defined by response to calls for assistance. This is based on 220 working days for a full time investigator addressing three calls daily.
- SPPD will discern critical components of the crime, as defined by identifying 660 incidents annually (1980 over 3 years). This is based on 220 working days for a full time investigator addressing three calls daily.
- SPPD will ensure engagement of victims and connect victims to services, as defined by 660 incidents annually (1980 over 3 years). This is based on 220 working days for a full time investigator addressing three calls daily.
- SPPD will provide immediate investigative review of 660 incidents annually (1980 over 3 years), as defined by:
 - # arrests orders
 - # of dual arrests
 - # of protection orders
 - # of enforcement for warrants
 - # of arrests for violations of protection orders
- SPPD will provide immediate investigative review, as defined by 660 cases investigated annually (1980 over 3 years). 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 GMS form, "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.

St. Paul & Ramsey County Domestic Abuse Intervention Project

OVW Award number: 2016-WE-AX-0013

Project Period: 10/01/19-09/30/2022

Consultant/Contractor: St. Paul Police Department

Investigator**

DV-CAR Investigator (partnering with an advocate)

Salary: \$7,016.53 per month x 100% x 36 months = \$252,595.00

Medicare: \$252,595 x 1.45 % = \$3,682.00

Health Insurance: \$252,595 x 15.01% = \$38,160.00

Total: \$294,437.00

**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.



U.S. Department of Justice
Office on Violence Against Women

Grant

PAGE 1 OF 13

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) St. Paul & Ramsey County Domestic Abuse Intervention Project 394 Dayton Ave. St. Paul, MN 55102-1706		4. AWARD NUMBER: 2016-WE-AX-0013	
		5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2022	
2a. GRANTEE IRS/VENDOR NO. 363339157		6. AWARD DATE 09/17/2019	7. ACTION Supplemental
2b. GRANTEE DUNS NO. 185186350		8. SUPPLEMENT NUMBER 01	
3. PROJECT TITLE Blueprint Accessibility, Zero-Bias, Enhancement Project (BLAZE)		9. PREVIOUS AWARD AMOUNT \$ 750,000	
		10. AMOUNT OF THIS AWARD \$ 750,000	
		11. TOTAL AWARD \$ 1,500,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 34 U.S.C. §§ 10461 – 10465 (OVW- Improving Criminal Justice Responses Program, also known as Arrest Program)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.590 - Improving Criminal Justice Responses Grant Program also known as the Arrest Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laura L. Rogers Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Shelley J. Cline Executive Director	
17. SIGNATURE OF APPROVING OFFICIAL <i>Laura L. Rogers</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Shelley J. Cline</i>	19A. DATE 9/23/19
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. SUB. POMS AMOUNT YEAR CODE ACT. OFC. REG. X A W4 29 00 00 750000		21. W419D00020	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

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 certifications or assurances 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.

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 a certification or assurance 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. 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. 200.333, 200.336.

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 the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

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 (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

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. Employment eligibility verification for hiring under the award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

6. 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. 200.79) 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.

7. Unreasonable restrictions on competition under the award; association with federal government

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Grant

PAGE 4 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

8. 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 web site 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.

9. Determinations of suitability to interact with participating minors

SCOPE. 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 web site 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.

10. 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>.

11. 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/grantees#Resources>.

12. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) 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.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Grant

PAGE 5 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

13. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) 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.

14. 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.

15. 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, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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.

16. 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."

17. 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.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

18. 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.

19. 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Grant

PAGE 7 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

20. 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.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET
Grant**

PAGE 8 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

21. 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 the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. 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.

23. 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/grantees#award-conditions>. These do not supersede any specific conditions in this award document.

24. 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.

25. 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 program solicitation is hereby incorporated by reference into this award.

26. 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. 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.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET
Grant**

PAGE 9 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

27. 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.

28. 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 Adjustment Notice (GAN), from OVW.

29. 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.

30. 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 ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

31. 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 under which the approved application was submitted.

32. Termination or suspension for cause

The Director of OVW, upon a finding that there 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, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Grant

PAGE 10 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

33. Maintaining contact information

The recipient acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the recipient must submit a Grant Adjustment Notice (GAN).

34. 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. Future awards may be withheld if reports are delinquent.

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 Grants Management System (GMS), 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 in GMS.

35. Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports to OVW through the Grants Management System (GMS) (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortBy=1>), 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.

36. Program income

Program income, as defined by 2 C.F.R. 200.80, 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 Adjustment Notice (GAN) 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 GAN 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 GAN 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.

37. FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 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 web site at <https://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Grant

PAGE 11 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

38. Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval, via Grant Adjustment Notice (GAN), 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.

39. 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 (20) 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.

40. 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.

41. 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.

42. 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.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

43. 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 Grant Adjustment Notice (GAN) and attach 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 GAN 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.

44. 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.

45. 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.

46. 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 web site at: <https://www.justice.gov/ovw/grantees/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

47. 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).



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 13

PROJECT NUMBER 2016-WE-AX-0013

AWARD DATE 09/17/2019

SPECIAL CONDITIONS

48. 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).

49. 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.

50. Conditional clearance with release of TA funds

The recipient's budget is pending review and approval. The recipient may obligate, expend, and draw down only funds for travel-related expenses up to \$10,000 to attend OVW-sponsored technical assistance events, unless there is another condition on the award prohibiting obligation, expenditure, and drawdown of any funds, in which case the condition prohibiting any obligation, expenditure, or drawdown of funds will control. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued removing this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If applicable, the Indirect Cost Rate will be identified in the GAN when the budget is approved.



U.S. Department of Justice
Office on Violence Against Women

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2016-WE-AX-0013

PAGE 1 OF 1

This project is supported under 34 U.S.C. §§ 10461 – 10465 (OVW- Improving Criminal Justice Responses Program, also known as Arrest Program)

1. STAFF CONTACT (Name & telephone number)

Aisha Battle
(202) 616-0016

2. PROJECT DIRECTOR (Name, address & telephone number)

Shelley J. Cline
Executive Director
394 Dayton Ave.
St. Paul, MN 55102
(651) 645-2824

3a. TITLE OF THE PROGRAM

OVW FY 2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Blueprint Accessibility, Zero-Bias, Enhancement Project (BLAZE)

5. NAME & ADDRESS OF GRANTEE

St. Paul & Ramsey County Domestic Abuse Intervention Project
394 Dayton Ave.
St. Paul, MN 55102-1706

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 750,000

10. DATE OF AWARD

09/17/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program is authorized by the Violence Against Women Act, as reauthorized, codified at 34 U.S.C. 10461-10465, and implemented through regulations at 28 C.F.R. Part 90, Subpart D. The program enhances victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging jurisdictions to work collaboratively with community partners to identify problems and share ideas that will result in effective responses to these crimes. An integral component of this program is the creation and enhancement of a coordinated community response that brings together criminal justice agencies, victim services providers, and community organizations that respond to sexual assault, domestic violence, dating violence, and stalking.

The St. Paul & Ramsey County Domestic Abuse Intervention Project (SPIP), in collaboration with its government partner St. Paul, will use this supplement to expand The Blueprint Accessibility, Zero-Bias, Enhancement Project. Specifically, the project will: 1) support a SPIP legal advocate; 2) support a law enforcement

domestic violence investigator; 3) expand the Domestic Violence Cops Advocate Response (DV-CAR) program's policies and operating procedures that respond to highly lethal domestic and sexual abuse; 4) train SPIP, law enforcement, first responders, and victim service provider partners on expanded DV-CAR focus and procedures; and 5) continue to implement and enhance the Blueprint for Safety.

The timing for performance of this supplemental award is 36 months.

CA/NCF