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### 1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

### 2. TERM

#### A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with a written notice to Grantee in a form substantially equivalent to **Exhibit A, Sample Option Letter** showing the new Grant Expiration Date. Authorized

costs incurred prior to the Effective Date, but no earlier than the Grant Issuance Date, may be submitted for reimbursement as provided in §7.C below.

**B. Early Termination in the Public Interest**

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

**C. Grantee's Termination Under Federal Requirements**

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

**D. Additional Terms**

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of 1 year or less each successive period, at newly negotiated rates deemed necessary to meet any modification to this Agreement as provided in §18.E.

**3. AUTHORITY**

Authority to enter into this Grant Award Letter exists in the law as follows:

**A. Federal Authority**

This Grant is funded, in whole or in part, with Federal funds awarded to the State by the United States Department of Justice, Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act (VOCA) is supported under 42 U.S.C. § 10603 (a)..

**B. State Authority**

The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507

#### 4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in **Exhibit F, Budget**.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- E. “**Effective Date**” means the date on which this Grant Award Letter is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Grant Award Letter.
- F. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- G. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- H. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- I. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- J. “**Equipment**” means tangible, nonexpendable property with an acquisition cost of \$5,000 or more and a useful life of more than one year. Software, regardless of cost, is not considered equipment.
- K. “**Exhibits**” means the following exhibits attached to this Grant Award Letter:
  - i. **Exhibit A1**, Sample Option Letter.
  - ii. **Exhibit A2**, Sample Grant Funding Change Letter.
  - iii. **Exhibit B**, Grant Requirements.
  - iv. **Exhibit C**, Special Conditions.
  - v. **Exhibit D**, Federal Requirements.
  - vi. **Exhibit E**, Statement of Work.
  - vii. **Exhibit F**, Budget.
- L. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

- M. **“Federal Award”** means an award of Federal financial assistance by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award.
- N. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- O. **“Forms”** are a type of document with various different blank spaces for answers or information to document or request information and attached as exhibits or provided to the Grantee throughout the term of this grant. Forms will be periodically updated, changed, modified, adjusted, transformed, amended, or altered at the discretion of the State and provided to the Grantee to best meet the needs of the information being collected and recorded.
- P. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- Q. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- R. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- S. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- T. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- U. **“PCI”** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in **§24-72-501 C.R.S.**
- W. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any

- information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- X. **“Program”** means the Victims of Crime Act (VOCA) grant program that provides the funding for this Grant.
- Y. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- Z. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- AA. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJJ, and State personnel records not subject to disclosure under CORA.
- BB. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to **§24-30-202(13)(a) C.R.S.**
- CC. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- DD. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- EE. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- FF. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- GG. **“Subgrantee”** means third-parties, if any, engaged by Grantee to aid in performance of the Work.
- HH. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- II. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- JJ. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

KK. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

LL. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, any discovery or invention, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, sound recordings, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## 5. PURPOSE

This Grantee was selected by the Crime Victims Services Board for Award. The federal Victims of Crime Act (VOCA) Program allows agencies to support activities that provide a broad range of direct services to victims of crime.

## 6. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit E, Statement of Work**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

The State may increase or decrease the quantity of goods/services described **Exhibit E, Statement of Work** and **Exhibit F, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least **15** days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original grant.

## 7. PAYMENTS TO GRANTEE

### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Maximum Amount on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State. The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change and the State approves the change, the change does not modify the total maximum amount of this Grant Award Letter, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within **45** days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

E. Matching Funds.

Grantee shall provide the Matching Funds as provided on the Cover Page and in **Exhibit F, Budget**. Grantee shall appropriate and allocate all Matching Funds to the purpose of this Grant Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

## 8. REPORTING - NOTIFICATION

### A. Quarterly Reports.

In addition to any Exhibit, for any Agreement having a term longer than 3 months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 15 Days following the end of each calendar quarter or at such time as otherwise specified by the State. If the 15th does not fall on a Business Day, the report is due the following Business Day.

DCJ requires the submission of a Quarterly Financial Report and Quarterly Narrative (Programmatic) Report.

### B. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §7.D, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

DCJ requires the submission of a Final Financial Report only if the last Quarterly Financial Report did not reflect all expenditures. A Final Narrative (Programmatic) Report is not required as quarterly reports are cumulative for this Grant Award Letter.

### C. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

### D. VOCA Federal Performance Reporting

The grantee agrees to submit performance reports on the performance metrics identified by OVC, and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. Beginning October 1, 2015, the recipient agrees to submit (and, as necessary, require sub-recipients to submit) such information quarterly.



## 9. GRANTEE RECORDS

### A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of **three (3) years** following the completion of the close out of this Grant. Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

### B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance. Grantee's failure to comply with and/or correct monitoring findings shall constitute a breach of this Grant Agreement.

### C. Final Audit Report

Grantee shall promptly submit to the State a copy of the Grantee Agency's final audit report in accordance with **Exhibit B, Grant Requirements §1**.

## 10. CONFIDENTIAL INFORMATION-STATE RECORDS

### A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines including, without limitation: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and

Accountability Act for all PHI. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantee or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

## **12. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

## **13. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

## **14. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

## **15. NOTICES AND REPRESENTATIVES**

Each individual identified on page 2, "Representatives for this Grant" shall be the principal representative of the designating Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

## **16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

The exception to this §16 is Work Products that contain criminal justice records where each individual unit or agency will be subject to the rules and regulations.

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

### **i. State Right to Use**

The State has the right to use, duplicate and disclose, the above material in whole or in part in any manner for any purpose whatsoever and authorize others to do so.

## **17. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et*

*seq.* C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

## 18. GENERAL PROVISIONS

### A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

### B. Subcontracts and Subgrants

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

### C. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### D. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

### E. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- i. The State may, at the State's discretion, use an Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to modify the grant terms. If exercised, the

provisions of the Option Letter shall become part of and be incorporated into the original grant. An Option Letter may be used to perform the following grant actions:

- a. Extend the term of the grant, at the same rates stated in this Agreement.
- b. Increase or decrease the quantity of services of the grant, either at the same rates stated in this Agreement or at modified rates outlined in the Option Letter.
- ii. The State may, at the State's discretion, use a Grant Funding Change Letter substantially equivalent to **Exhibit A2, Sample Grant Funding Change Letter** to increase or decrease the amount of grant funds. If exercised, the provisions of the Grant Funding Change Letter shall become part of and be incorporated into the original grant.

F. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

G. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. **Exhibit C**, Special Conditions.
- ii. **Exhibit D**, Federal Requirements.
- iii. The provisions of the other sections of the main body of this Agreement.
- iv. **Exhibit B**, Grant Requirements.
- v. **Exhibit E**, Statement of Work.
- vi. **Exhibit F**, Budget

H. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

I. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity

other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. Federal Requirements

Grantee shall comply with all applicable requirements of **Exhibit D, Federal Requirements** at all times during the term of this Grant.

## EXHIBIT A1, SAMPLE OPTION LETTER

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Agreement Maximum Amount</b> Initial Term State Fiscal Year 20xx                      \$0.00 Extension Terms State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 Total for All State Fiscal Years              \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Contract Number of this Option  <b>Agreement Performance Beginning Date</b> The later of the Effective Date or Month Day, Year  <b>Current Agreement Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

**2. REQUIRED PROVISIONS:**

- F. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- G. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- H. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- I. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- J. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- K. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p style="text-align: center;"><b>STATE OF COLORADO</b>                  John W. Hickenlooper, Governor                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr style="width: 80%; margin-left: 0;"/> <p>By: Name &amp; Title of Person Signing for Agency or IHE</p> <p style="margin-top: 20px;">Date: _____</p>	<p style="text-align: center;">In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____</p> <p style="text-align: center;">Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p style="text-align: center;">Option Effective Date: _____</p>
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## EXHIBIT A2, SAMPLE GRANT FUNDING CHANGE LETTER

<b>State Agency</b> Colorado Department of Public Safety	<b>Original Grant Number</b> DCJ Grant Number: Insert DCJ grant number CMS Number: Insert CMS number if applicable or NA
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...- This must match original contract	<b>Change Letter CMS Number</b> <b>Insert Change Letter CMS number or NA</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Grant Maximum Amount</b> Initial Term State Fiscal Year 20xx <span style="float: right;">\$0.00</span> Extension Terms State Fiscal Year 20xx <span style="float: right;">\$0.00</span> State Fiscal Year 20xx <span style="float: right;">\$0.00</span> State Fiscal Year 20xx <span style="float: right;">\$0.00</span> State Fiscal Year 20xx <span style="float: right;">\$0.00</span> <b>Total for All State Fiscal Years</b> <span style="float: right;">\$0.00</span> <b>Grantee Match Requirement</b> <span style="float: right;">\$0.00</span>	<b>Grant Performance Beginning Date</b> Insert Original Begin Date- Month Day, Year  <b>Current Grant Expiration Date</b> Month Day, Year

**1. GRANT FUNDING CHANGE**

In accordance with §**Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

**2. TERMINOLOGY**

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

**3. NO ORDER FOR WORK**

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

**4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:**

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p style="text-align: center;"><b>STATE OF COLORADO</b>                  John W. Hickenlooper, Governor                  Colorado Department of Public Safety                  Stan Hilkey, Executive Director</p> <p style="text-align: center;">_____                  By: Joe Thome, Director, Division of Criminal Justice</p> <p>Date: _____</p>	<p style="text-align: center;">In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">By: _____                  Lyndsay J. Clelland, Colorado Department of Public Safety,                  Division of Criminal Justice, Contracts and Grants                  Coordinator</p> <p style="text-align: center;">Grant Funding Change Letter Effective</p> <p style="text-align: center;">Date: _____</p>
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## EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

### 1. AUDIT REQUIREMENTS

#### A. Due Date:

##### i. Project Start:

The Grantee must submit the most recent audit or financial review, including the corresponding management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

##### ii. Project End:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

#### B. Report/Audit Type:

- i. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)
- ii. If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:
  - a) Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit
  - b) Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

#### C. Report/Audit Costs:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- i. does not meet the applicable federal audit or DCJ standards;
- ii. is not submitted in a timely manner; or,
- iii. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

**D. Failure to Comply:**

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**2. FINANCIAL AND ADMINISTRATIVE MANAGEMENT**

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at <http://dcj.state.co.us/home/grants>. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

**3. PROCUREMENT AND CONTRACTS**

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

**4. AWARD CHANGE REQUESTS**

Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award Letter for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in §2.D and §18.E in the body of the Grant Award Letter.

## EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein. These documents are located on the DCJ Grants website and may also be obtained from DCJ upon request.

- 2018 Victims of Crime Act (VOCA) Special Conditions
- 2017 Victims of Crime Act (VOCA) Special Conditions
- 2015 & 2016 Victims of Crime Act (VOCA) Special Conditions

Additional Program Specific Conditions applicable to this Agreement.

None

## **EXHIBIT D, FEDERAL REQUIREMENTS**

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

The following federal requirements documents, if checked, are incorporated herein. These documents are located on the DCJ Grants website and may also be obtained from DCJ upon request.

- 2018 Federal Requirements
- 2017 Federal Requirements
- 2015 & 2016 Federal Requirements

# EXHIBIT E - STATEMENT OF WORK

Applicant Agency: City & County of Denver, by and through the District Attorney's Office

Project Title: Denver District Attorney Victim Advocate Program

## Project Description:

Describe the project, staff and services you plan to provide with these grant funds. See instructions for further information.

The Denver District Attorney's Office requests funding to expand and enhance the Denver DA Advocate Project to include 5 staff positions, and send Prosecution Team members to the COVA Academy and Annual conference. The project seeks funding for the following staff positions: a .5 Collaborative Domestic Violence Response Team (CDVRT) Advocate (formerly Triage Victim Advocate), a .5 Human Trafficking Victim Advocate, a .5 Elder Abuse Victim Advocate, and two full time Family Violence Unit/Strangulation Victim Advocates. Detailed descriptions of these positions are provided below. These positions are critical to meeting the complex needs of victims, and each advocate plays an essential role in helping victims not only with service needs but also in navigating the often confusing criminal justice system. The project will work in close collaboration with the Rose Andom Center, including the co-location of the Collaborative Domestic Violence Response Team Advocate position. The Denver DA Advocate Program will provide victims with assistance, services and information about resources; promote participation in the criminal justice system by educating victims about their rights; advocate for the enforcement of these rights; and coordinate with other community agencies to ensure continuity of support for victims in the City and County of Denver.

In addition to staff positions, the program is also requesting funding to send Prosecution Team members to the COVA Colorado Victim Assistance Academy and COVA Annual Conference. The Academy's pre-training coursework and 40 hour (5-day) training are designed to expand the knowledge, skills and confidence of professionals working with crime victims. Victim Advocates will gain a better understanding of advocacy, the Colorado VRA, and the critical role of the victim advocate in assisting victims. Participation at the COVA Annual Conference will provide an opportunity for staff to gain skills, remain knowledgeable about emerging issues for victims, and expand their knowledge about local community resources.

Funding for the Denver DA Advocate program will enhance existing infrastructure to focus on specific underserved populations including those victims of human trafficking, elder abuse and at-risk adults, and strangulation while continuing to provide an integrated team approach that will increase our ability to investigate and prosecute cases. Over the past several years the integrated team approach implemented by the Denver DA's Office has increased the deputies' ability to assess cases, resulting in more cases being filed and prosecuted, and more convictions entered. The continued increase in case numbers has resulted in an increase in staffing needs, specifically for Victim Advocates. Victim Advocates are trusted liaisons between victims, witnesses, and prosecutors to ensure communication and access to vital services. There is a great need for extensive victim advocacy and intensive one-on-one contact. Victims are often confused and overwhelmed about the court process, especially if there are multiple cases occurring in different offices. The Victim Advocate plays a critical role in helping victims navigate the system more successfully and to feel like their voice is heard. The Victim Advocate can assist the victims' understanding of different courts and processes and make sure the victim has the most complete and timely information for each case. Many cases involve secondary victims, such as child witnesses to domestic violence or siblings in child sex assault cases. These cases require multiple contacts for each stage of the criminal process. Specifically, each victim advocate contacts the victim(s) within 48 hours of receiving the case. Advocates explain victim rights and answer questions about the legal system (clarify State versus City cases where appropriate), assist victims in completing victim impact statements, victim compensation forms, and restitution information. This is often accomplished before court (7 - 8 am), during lunch hours, and after court (5pm). Advocates are liaisons between the prosecution team and victims, witnesses, and other involved professionals. They assess the victims needs and make referrals to Victim Services Advocacy Network (VSAN) partners, and when appropriate work with the Collaborative Domestic Violence Response (CDVR) Team (formerly the Triage Review Team) and other organizations for a myriad of services. The Denver DA's Office hosts Victim Services Advocacy Network staff, who maintain a close connection to community agencies and can ensure quality referrals are available to the Denver DA's Office advocates. The advocates also help the victim sign up for VINE and post-sentence notifications. The program is requesting the following specific advocate positions:

Human Trafficking Advocate (.5FTE): In January 2018 the office implemented a Human Trafficking Unit, which

consists of 1 prosecutor, 1 investigator, and the Director of the Denver Anti-Trafficking Alliance. There is a critical need for a victim advocate to focus solely on the human trafficking cases that are and will be handled by the DA's Office. While traditional advocacy skills, such as knowledge of confidentiality, the crisis response, victim-centered interventions, cultural competence, safety planning, and system navigation all remain relevant when working with trafficking victims, this position requires an advocate with specialized training on human trafficking to assist in understanding the issues unique to this form of victimization. The Human Trafficking Advocate will work closely with the members of the Human Trafficking Unit, providing critically needed services to each human trafficking victim that the unit serves. The Unit anticipates at least 40 cases during the first year, with an increase in year two. There are usually at least 2 victims per case.

**Elder Abuse and At-Risk Adult Advocate (.5 FTE):** In late 2017, the Denver DA office created an Elder and At-Risk Adult Unit. Elders and those with disabilities such as autism, intellectual or developmental disabilities are frequently abused, neglected and financially exploited. When this happens, it takes a great deal of coordination for law enforcement and prosecutors to build these cases, and to support the victims and help them successfully navigate the fiercely adversarial system. Often these victims cannot self-advocate or report their victimization. Recent changes in laws are driving the number of these types of cases significantly higher. In July 2014 a law was enacted requiring professionals working with seniors to make mandatory reports to law enforcement if they believe that seniors over 70 are being abused, neglected or exploited. In 2016, the mandatory reporting law was expanded to include people with intellectual and developmental disabilities. Both of these changes in the law have resulted in a significant increase statewide in reporting this type of crime. Elder victims in particular often need more support. They may need more time and contact, and deserve to be treated with dignity and helped to fully engage with the process. This requires a specialized victim advocate, skilled in working with older adults. The Elder Abuse and At-Risk Advocate would be devoted to working with the Elder Abuse and At-Risk Team to serve victims via assistance with the court process, linkages to services, and overall support. It is anticipated that there will be 40 new cases assigned to the Elder Abuse and At -Risk Adult Unit each year.

**Family Violence Unit/Strangulation Advocate (2 FTE):** The Family Violence Unit Advocates will have a significant focus on strangulation cases. The majority of strangulation cases are domestic violence based and would greatly benefit from the addition of advocates dedicated to this issue. In July 2016 a new law was enacted that allowed prosecutors to charge perpetrators who strangle their victims with felonies, where previously they would have been charged with misdemeanors. Given the lethality risks with strangulation, this new law has been an invaluable tool in perpetrator accountability and victim safety. From July 1, 2016 - December 31, 2017 there were 484 new strangulation cases filed pursuant to this new law that were class 4 felonies, and 9 strangulation cases filed that were class 3 felonies. These cases are handled by prosecutors in the Family Violence Unit. Almost all strangulation cases are domestic violence based, and having an advocate with specific expertise in the Family Violence Unit is critical for serving these victims. Victim Advocates in the Family Violence Unit have a special expertise in managing trauma and high-needs and/or recanting victims. These advocates are required to have contact with every single victim after every court date pursuant to the VRA . Due to the highly charged nature of cases handled by this unit, and the devastating impact on victims/survivors, the advocates routinely exceed the requirements of the VRA in terms of victim contact and consultation. Given the high number of case filings related to strangulation (approximately 200 per year), two full time advocates are required to provide extensive victim advocacy and intensive one-on-one contact.

**Collaborative Domestic Violence Response Team Advocate: (.5 FTE):** The Collaborative Domestic Violence Response Team (CDVRT) Advocate (formerly Triage Victim Advocate) will be the DA Office representative to the multi-disciplinary Collaborative Domestic Violence Response Team (formerly Triage Review Team) and provide criminal justice system information and expertise to assist in the case review process. This position will work in partnership with the Rose Andom Center and serve as a point of contact for those victims utilizing the Center who have had contact with the criminal justice system or are seeking information about the criminal justice system response. The CDVRT will help link victims into community -based services as appropriate; participate on the CDVRT and the DV High-Risk Offender Review Committee. This advocate will also assist in making daily bond calls to victims. The CDVRT Advocate will be housed at the Rose Andom Center in order to enhance collaboration and immediate access to information and resources. This Advocate will participate in Victim Orientation and information meetings to provide support and information to victims who have reported abuse to law enforcement and help link them to appropriate services. By being on-site at the Rose Andom Center, the CDVRT Advocate can assist victims with understanding the criminal justice system and coordinate services with the Denver DA deputies and law enforcement as needed. This position will also provide necessary crisis intervention, and links victims to appropriate criminal justice partners and community -based providers as needed.

The Office will send 6 staff from the prosecution team (prosecutors, investigators, and victim advocates) to COVA's three-day annual conference to increase their skills in victim advocacy. The Denver DA Advocate Project will also send 2 advocates to COVA's Colorado Victim Assistance Academy to expand advocates knowledge and skills.

**Collaboration with the Rose Andom Center:**

The Rose Andom Center, which opened in the summer of 2016, represents the culmination of many years work towards enhancing Denver's coordinated community response to domestic violence crimes, and is the first Family Justice Center in the Rocky Mountain Region. The Denver District Attorney's Office played a significant role in the planning and implementation of the center, which brings together seven government and 13 community-based organization in one building, representing the forward thinking, collaborative approach to provide "best practice" services to some of our most vulnerable citizens. The Denver District Attorney's Office will continue to have a significant presence at the Center through the integration of the Denver District Attorney Victim Advocate Program into the Rose Andom Center. As stated above, the CDVRT Advocate will be co-located at the Rose Andom Center to serve as a point of contact for victims utilizing the Center. In 2017, the Rose Andom Center served 2,633 clients, with 474 of these clients needing law enforcement services. It is expected that this number will increase yearly.

## Project Purpose Area: Victims Services

Complete these data grids only if your project will provide DIRECT victim services. Provide only the number of victims (primary and secondary) who will receive services from Crime Victim Services (CVS) grant-funded personnel during each of the 24-month periods in the tables below.

Types of Crimes	Estimated Numbers of Victims
Adult Physical Assault	
Adult Sexual Assault	
Adults Sexually Abused/Assaulted as Children	
Arson	
Bullying (Verbal, Cyber or Physical)	
Burglary	
Child Physical Abuse or Neglect	
Child Pornography	
Child Sexual Abuse/Assault	120
Domestic and/or Family Violence	1250
DUI/DWI Incidents	
Elder Abuse or Neglect	80
Hate Crime: Racial/Religious/Gender/Sexual Orientation/Other	
Human Trafficking: Labor	20
Human Trafficking: Sex	60
Identity Theft/Fraud/Financial Crime	
Kidnapping (noncustodial)	
Kidnapping (custodial)	
Mass Violence (domestic/international)	
Other Vehicular Victimization (e.g. Hit & Run)	
Robbery	
Stalking/Harassment	
Survivors of Homicide Victims	
Teen Dating Violence	
Terrorism (domestic/international)	
Other: please explain Strangulation Victims	400
<b>UNDUPLICATED TOTAL</b>	<b>1930</b>



Types of Services	Estimated Numbers of Victims
<i>Information &amp; Referral Services</i>	
Information about the criminal justice process	1930
Information about victim rights, how to obtain notifications, etc.	1930
Referral to other victim service programs	1930
Referral to other services, supports & resources (legal, medical, faith-based, address confidentiality, etc.)	1930
<i>Personal Advocacy/Accompaniment Services</i>	
Victim advocacy/accompaniment to emergency medical care	
Victim advocacy/accompaniment to medical forensic exam	
Law enforcement interview advocacy/accompaniment	
Individual advocacy (assistance in applying for public benefits, return of personal property or effects)	
Performance of medical forensic exam or interview, or medical evidence collection	
Immigration assistance (e.g. special visas, continued presence application, and other immigration relief)	
Intervention with employer, creditor, landlord or academic institution	
Child or dependent care assistance (includes coordination of services)	
Transportation assistance (includes coordination of services)	
Interpreter services	
<i>Emotional Support or Safety Services</i>	
Crisis intervention (in-person, includes safety planning, etc.)	300
Hotline/crisis line counseling	
On-scene crisis response	
Individual counseling	
Support groups (facilitated or peer)	
Other therapy (traditional, cultural or alternative healing; art, writing or play therapy, etc.)	
Emergency financial assistance	50
<i>Shelter/Housing Services</i>	
Emergency shelter or safe house	
Transitional housing	
Relocation assistance (includes assistance with obtaining housing)	
<i>Criminal/Civil Justice System Assistance Services</i>	
Notification of criminal events	1930
Victim impact statement assistance	750
Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)	
Civil legal assistance in obtaining protection or restraining order	
Civil legal assistance with family law issues (custody, visitation or support)	
Other emergency justice-related assistance	
Immigration assistance (e.g. special visas, continued presence application, and other immigration relief)	
Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and victim/witness)	840
Law enforcement interview advocacy/accompaniment	
Criminal advocacy/accompaniment	1930
Other legal advice and/or counsel	

<i>Crime Victim Compensation</i>	
Assistance with Victim Compensation	1930

## Project Purpose Area: System Improvement

Check items in this section only if one of the primary purposes of your grant-funded project is to improve a community's or a system's (e.g. criminal justice system) response to victims of crime. Check only those system improvement areas that describe the type of activities and services for which you are requesting grant funds.

- Specialized Units
- Policies, Protocols, Orders
- Multidisciplinary Coordinated Response to Domestic Violence
- Multidisciplinary Coordinated Response to Sexual Assault
- Multidisciplinary Coordinated Response (non DV/SA crimes)
- Statewide/Multijurisdictional formal & informal multidisciplinary efforts
- Data Collection & Communication Systems
- Model project that can demonstrate success and a plan for statewide replication
- Coordinating meetings between tribal and nontribal entities
- Other (please describe)

## Project Specific Goals and Objectives:

Applicants are limited to four goals and no more than three objectives for each goal. Objectives must be measurable and related to the personnel/consultants requested in the grant and any match personnel. Do not repeat services you have already addressed in the project purpose area grids. Please use 8 point font inside the boxes.

**Goal 1: The 2nd Judicial District Attorney's Office Victim Advocate Program will provide comprehensive advocacy services to crime victims throughout the investigation and prosecution of criminal cases.**

	Objective/Position Title Responsible	Intended Outcome/Impact	Data Collection	Timeframe
1.1	Advocates( including the two advocates who are match) will make intial contact with 1930 new victims of crime (primarily Dv/strangulation 1250, elder abuse 80, and human trafficking 80) and provide 1680 VRA notifications (date, time and place) at all critical stages.	Victims will be informed and knowledgeable about victim rights and have timely information of all criminal stages.	Staff documentation of critical stage notifications and contact for advocacy services	During the 24 month grant period
1.2	750 victims will be given the opportunity to complete a victim impact statement. /all advocates including match positions.	Victims will have the opportunity to inform the court of the impact the crime had on their lives and request restitution.	Staff documentation of the victim impact statements mailed and returned.	During the 24 month grant period
1.3				

**Goal 2: The 2nd Judicial District Attorney's Office will provide an opportunity to the Prosecution Team members to gain skills, keep abreast of emerging issues for victims in Denver, and to learn about local community resources.**

	Objective/Position Title Responsible	Intended Outcome/Impact	Data Collection	Timeframe
2.1	The project will send 6 members of the Prosecution Team (prosecutors, investigators and victim advocates) to COVA's three day annual conference	Staff will increase their skills in victim advocacy, gain knowledge of emerging issues for victims, and learn about new community resources	Certificates of attendance. Each attendee will be asked to share what was learned with other staff in the office.	During the 24 month grant period

2.2	The project will send 2 advocates to COVA's Colorado Victim Assistance Academy.	The advocates will gain a better understanding of topics such as domestic violence, sexual assault, ethics, cultural competency and advocacy skills.	Certificate of attendance. The Supervisors of the advocates will discuss with COVA the advocates' performance at the academy	During the 24 month grant period.
2.3				

**Goal 3:** The Collaborative Domestic Violence Response Team Advocate will enhance outreach and services to domestic violence victims resulting in a greater sense of safety for victims, as well as a greater understanding of the criminal justice process.

	Objective/Position Title Responsible	Intended Outcome/Impact	Data Collection	Timeframe
3.1	Coordinate daily CDVRT team and High Risk Review Committee meetings as needed.	Faster and more appropriate outreach to DV victims; the victim will feel safer and have a better understanding of the criminal justice system.	Staff documentation, meeting minutes	The 24 month grant period
3.2	Collect, interpret and manage required data, enter data in CiviCore	Improved data for CDVRT members; improved ability to see trends and gaps that may need to be addressed.	Staff documentation, CiviCore reports	The 24 month grant period
3.3	Responsible for 30 bond calls per month/360 calls per year for a total of 700 over the 2 year grant period.	Clients have more information and feel they are a part of the process.	Number of bond calls	The 24 month grant period.

## Overall Project Evaluation:

Describe the approach for evaluating the project in response to the stated objectives, intended outcomes/impact and data collection. See instructions for further information.

The Family Violence Unit Strangulation Victim Advocates, Elder Abuse Advocate and Human Trafficking Advocate will track the number and types of victims served and the types of services provided to the victims. This includes information on referrals, information regarding the criminal justice process, VRA notifications, referrals to community services, victim impact statements, and the demographic information required by VOCA. The Victim Advocates will attend bi-monthly advocate trainings hosted by the Denver DA's Office in order to gain skills, keep abreast of emerging issues for victims in Denver, and learn about local community resources. In 2017 the Denver DA's Office went paperless at the District Court level, and the Just Wares system was updated during this process to include tracking of the additional items required by the grant, for all cases. This provides for more accurate tracking and assessment.

The Denver DA's Office will send two newly hired victim advocates to COVA's Colorado Victim Assistance Academy to gain a better understanding of topics such as domestic violence, sexual assault, ethics and cultural competency. The DA's Office will also send 6 Prosecution Team members (prosecutors, investigators and advocates) to COVA's three-day annual conference to increase their skills in victim advocacy. It is expected that project staff will share what they have learned office-wide. Certificates of attendance will be required for all staff attending both the Academy and conference.

The Collaborative Domestic Violence Response Team Advocate will collect, interpret and manage all required data to be entered into CiviCore. Resulting reports will be used for evaluation purposes. The CDVRT Advocate will also track all bond calls made monthly to ensure meeting the goal of 360 calls per year. Additionally the CDVRT Advocate will document the daily CDVRT Team and High Risk Review Meetings and be responsible for tracking victim outreach resulting from these meetings.

The Denver DA's Office administrative team reviews data collection on a quarterly basis for all required reports, as well as for conducting ongoing quality assurance. This provides an opportunity to assess with the advocates what is occurring in general with cases. This also allows the administrative team the chance to see if the tracking systems in place need updating.

The intended impact of the program's goals and objectives is geared towards increasing victims' safety, their understanding of a sometimes overwhelming and intrusive criminal justice process, and overall improving the criminal justice systems ability to hold offenders accountable. Victims of domestic violence, sexual assault, child victims of abuse or sexual assault, elder abuse and and risk victims, and human trafficking victims are all particularly vulnerable and are most often dealing with very complex issues. The threat of revictimization by a perpetrator who knows them well is very real, and often fear and embarrassment keep them silenced. As a critical liaison in the prosecution process, the victim advocates for this project will ensure that victims are heard, that they understand the complicated legal process, and they know their rights under the VRA.

**EXHIBIT F - BUDGET and BUDGET NARRATIVE**

<b>Applicant Agency:</b>	<u>City &amp; County of Denver, by and through the District Attorney's Office</u>
<b>Project Title:</b>	<u>DV Special Victim Advocates</u>

*(Please do not enter any information in these two summary grids - they will automatically calculate from the next three tabs within this worksheet)*

Total 2 Year Budget Summary	Grant Funds		Cash Match	In-Kind Match	Total Match	2 Year Project Total
Personnel	\$592,404		\$166,626	\$0	\$166,626	\$759,030
Supplies & Operating	\$6,460		\$0	\$0	\$0	\$6,460
Travel	\$7,050		\$0	\$0	\$0	\$7,050
Equipment	\$0		\$0	\$0	\$0	\$0
Consultants / Contracts	\$0		\$0	\$0	\$0	\$0
Indirect Costs	\$60,591		\$0	\$0	\$0	\$60,591
<b>GRAND TOTAL 2 Year Budget</b>	<b>\$666,505</b>		<b>\$166,626</b>	<b>\$0</b>	<b>\$166,626</b>	<b>\$833,131</b>

Personnel Summary	Year 1			Year 2			Total
Personnel	Annual Budget Year 1 (CY19)	Total to be Paid by Grant Year 1 (CY19)	% Paid by Grant (CY19)	Annual Budget Year 2 (CY20)	Total to be Paid by Grant Year 2 (CY20)	% Paid by Grant (CY20)	Total to be Paid by Grant for 2 years
Position # 1	\$62,357	\$31,179	50%	\$64,396	\$32,199	50%	\$63,378
Position # 2	\$89,744	\$85,257	95%	\$92,679	\$88,045	95%	\$173,302
Position # 3	\$89,744	\$85,257	95%	\$92,679	\$88,045	95%	\$173,302
Position # 4	\$89,744	\$44,872	50%	\$92,679	\$46,340	50%	\$91,212
Position # 5	\$89,744	\$44,872	50%	\$92,679	\$46,340	50%	\$91,212
Position # 6	\$0	\$0		\$0	\$0		\$0
<b>Total Personnel</b>	<b>\$421,333</b>	<b>\$291,436</b>	<b>69%</b>	<b>\$435,112</b>	<b>\$300,968</b>	<b>69%</b>	<b>\$592,404</b>

**EXHIBIT F - BUDGET and BUDGET NARRATIVE**

**PERSONNEL**

Position # 1	Annual Budget Year 1 (CY19)	% Paid by Grant (CY19)	Total to be Paid by Grant for 1st year	Annual Budget Year 2 (CY20)	% Paid by Grant (CY20)	Total to be Paid by Grant for 2nd year	Total to be Paid by Grant for 2 years
<b>Genevieve Ungar</b>							
<b>Title: Collaborative DV Response Team (formerly Triate Team)</b>							
<b>Salary</b>	\$46,483	50%	\$23,242	\$48,003	50%	\$24,002	\$47,244
<b>Fringe/Benefits</b>	\$15,874	50%	\$7,937	\$16,393	50%	\$8,197	\$16,134
<b>TOTAL</b>	<b>\$62,357</b>	<b>50%</b>	<b>\$31,179</b>	<b>\$64,396</b>	<b>50%</b>	<b>\$32,199</b>	<b>\$63,378</b>

Hours per week position works for agency: **40** Total Grant \$ Position #1 **\$63,378**

**Type Position #1 budget narrative & justification below:**

Genevieve Ungar, the Collaborative DV Response Team Victim Advocate will be the District Attorneys' Office representative to the multi-disciplinary CDVRT; provide criminal justice system information and expertise to assist in the case review process; will work in partnership with the Rose Arom Center (RAC) and will help link victims into community based services as appropriate. This is a 40 hour position. Salary of \$46,483 + benefits of \$ 15,874 = \$62,357. Salary and benefits are based on the City and County Career Service pay scale. Denver has a benefit package that includes: FICA 7.65%, Retirement (DERP) 11.5%, health 13.43%, dental 1.0% and life insurance .57%. The total request is for .50 % of the salary and benefits for a total of \$31,179. 2020 funding includes a 3.27% increase based on Denver City and County Career Service.

Position # 2	Annual Budget Year 1 (CY19)	% Paid by Grant (CY19)	Total to be Paid by Grant for 1st year	Annual Budget Year 2 (CY20)	% Paid by Grant (CY20)	Total to be Paid by Grant for 2nd year	Total to be Paid by Grant for 2 years
<b>Cindy Torres</b>							
<b>Title: Family Violence/Strangulation Victim Advocate</b>							
<b>Salary</b>	\$66,898	95%	\$63,553	\$69,086	95%	\$65,632	\$129,185
<b>Fringe/Benefits</b>	\$22,846	95%	\$21,704	\$23,593	95%	\$22,413	\$44,117
<b>TOTAL</b>	<b>\$89,744</b>	<b>95%</b>	<b>\$85,257</b>	<b>\$92,679</b>	<b>95%</b>	<b>\$88,045</b>	<b>\$173,302</b>

Hours per week position works for agency: **40** Total Grant \$ Position #2 **\$173,302**

**Type Position #2 budget narrative & justification below:**

Cindy Torres, Family Violence Victim/Strangulation Advocate provides a critical link of communication for the victims that include, insuring Victim's Rights, information and referral to community services, status updates on cases, and support through the court process. This is a 40 hour position, Salary of \$66,898 + benefits of \$22,846 = \$89,744. Salary and benefits are based on the City and County Career Service pay scale. Denver has a benefit package that includes: FICA 7.65%, Retirement (DERP) 11.5%, health 13.43%, dental 1.0% and life insurance .57%. The total request is for 95% of salary and benefits which totals \$85,257. 2020 funding includes a 3.27% increase based on Denver City and County Career Service.

Position # 3	Annual Budget Year 1 (CY19)	% Paid by Grant (CY19)	Total to be Paid by Grant for 1st year	Annual Budget Year 2 (CY20)	% Paid by Grant (CY20)	Total to be Paid by Grant for 2nd year	Total to be Paid by Grant for 2 years
<b>Name: TBD</b>							
<b>Title: Family Violence /Strangulation Victim Advocate #2</b>							
<b>Salary</b>	\$66,898	95%	\$63,553	\$69,086	95%	\$65,632	\$129,185
<b>Fringe/Benefits</b>	\$22,846	95%	\$21,704	\$23,593	95%	\$22,413	\$44,117
<b>TOTAL</b>	<b>\$89,744</b>	<b>95%</b>	<b>\$85,257</b>	<b>\$92,679</b>	<b>95%</b>	<b>\$88,045</b>	<b>\$173,302</b>

Hours per week position works for agency: **40** Total Grant \$ Position #3 **\$173,302**

**Type Position #3 budget narrative & justification below:**

TBD, Family Violence Victim/Strangulation Advocate provides a critical link of communication for the victims that include, insuring Victim's Rights, information and referral to community services, status updates on cases, and support through the court process. This is a 40 hour position, Salary of \$66,898 + benefits of \$22,846 = \$89,744. Salary and benefits are based on the City and County Career Service pay scale. Denver has a benefit package that includes: FICA 7.65%, Retirement (DERP) 11.5%, health 13.43%, dental 1.0% and life insurance .57%. The total request is for 95% of salary and benefits which totals \$85,257. 2020 funding includes a 3.27% increase based on Denver City and County Career Service.

**EXHIBIT F - BUDGET and BUDGET NARRATIVE**

<b>Position # 4</b>	<b>Annual Budget Year 1 (CY19)</b>	<b>% Paid by Grant (CY19)</b>	<b>Total to be Paid by Grant for 1st year</b>	<b>Annual Budget Year 2 (CY20)</b>	<b>% Paid by Grant (CY20)</b>	<b>Total to be Paid by Grant for 2nd year</b>	<b>Total to be Paid by Grant for 2 years</b>
<b>Name: TBD</b>							
<b>Title: Elder Abuse Unit Victim Advocate</b>							
<b>Salary</b>	\$66,898	50%	\$33,449	\$69,086	50%	\$34,543	\$67,992
<b>Fringe/Benefits</b>	\$22,846	50%	\$11,423	\$23,593	50%	\$11,797	\$23,220
<b>TOTAL</b>	\$89,744	50%	\$44,872	\$92,679	50%	\$46,340	\$91,212

Hours per week position works for agency: 40 Total Grant \$ Position #4 \$91,212

**Type Position #4 budget narrative & justification below:**

TBD, Elder Abuse Advocate provides a critical link of communication for the victims that include, insuring Victim's Rights, information and referral to community services, status updates on cases, and support through the court process. This advocate will have expertise in working with elderly victims. This is a 40 hour position, Salary of \$66,898 + benefits of \$22,846 = \$89,744. Salary and benefits are based on the City and County Career Service pay scale. Denver has a benefit package that includes: FICA 7.65%, Retirement (DERP) 11.5%, health 13.43%, dental 1.0% and life insurance .57%. The total request is for 50% of salary and benefits which totals \$44,872. 2020 funding includes a 3.27% increase based on Denver City and County Career Service.

<b>Position # 5</b>	<b>Annual Budget Year 1 (CY19)</b>	<b>% Paid by Grant (CY19)</b>	<b>Total to be Paid by Grant for 1st year</b>	<b>Annual Budget Year 2 (CY20)</b>	<b>% Paid by Grant (CY20)</b>	<b>Total to be Paid by Grant for 2nd year</b>	<b>Total to be Paid by Grant for 2 years</b>
<b>Name: TBD</b>							
<b>Title: Human Trafficking Advocate</b>							
<b>Salary</b>	\$66,898	50%	\$33,449	\$69,086	50%	\$34,543	\$67,992
<b>Fringe/Benefits</b>	\$22,846	50%	\$11,423	\$23,593	50%	\$11,797	\$23,220
<b>TOTAL</b>	\$89,744	50%	\$44,872	\$92,679	50%	\$46,340	\$91,212

Hours per week position works for agency: 40 Total Grant \$ Position #5 \$91,212

**Type Position #5 budget narrative & justification below:**

TBD, Human Trafficking Advocate provides a critical link of communication for the victims that include, insuring Victim's Rights, information and referral to community services, status updates on cases, and support through the court process. This advocate will have expertise in working with labor and sex trafficked victims. This is a 40 hour position, Salary of \$66,898 + benefits of \$22,846 = \$89,744. Salary and benefits are based on the City and County Career Service pay scale. The total request is for 50% of salary and benefits which totals \$44,872. 2020 funding includes a 3.27% increase based on Denver City and County Career Service.



**EXHIBIT F - BUDGET and BUDGET NARRATIVE**

<b>2-Yr. Budget for All other Budget Categories (Supplies &amp; Operating / Travel / Equipment / Consultants-Contracts / Indirect Cost)</b>		
<b>Supplies &amp; Operating Item</b>	<b>Item Calculations</b>	<b>Total to be Paid by Grant Funds</b>
Registration for COVA Academy	Registration costs is based on the COVA Registration for two advocates = 2 X \$475 = \$950 x 2 years	\$1,900
COVA Conference Registration	Registration costs are based on COVA's latest announcement. Registration cost for 6 staff X \$380 - \$2,280 x 2 years	\$4,560
<b>TOTAL Supplies &amp; Operating:</b>		<b>\$6,460</b>

**Supplies & Operating Budget Narrative/Justification below:**

**Registration for COVA Academy**

The Office will send two victim advocates to COVA's Victim Assistance Academy to gain understanding of basic topics of domestic violence, sexual assault, ethics and cultural competency. This training will allow the advocates to enhance their basic advocacy skills. Registration costs is based on the COVA Registration for two advocates = 2 X \$475 = \$950. The Office is requesting registration costs for both years of funding 2019 and 2020.

**COVA Conference Registration**

In order to gain skills, keep abreast of emerging issues for victims in Denver, and to learn about local community resources, the District Attorney's Office will send six (6) advocates to COVA's three-day Annual Conference to increase their skills in victim advocacy. Registration costs are based on COVA's latest announcement. Registration cost for 6 staff X \$380 = \$2,280. The Office is requesting registration costs for both years of funding 2019 and 2020.

<b>Travel Item</b>	<b>Item Calculations</b>	<b>Total to be Paid by Grant Funds</b>
Lodging for COVA Academy	5 nights x \$119/night X 2 advocates = \$1190 x 2 years.	\$2,380
Per Diem for COVA Academy	2 advocates for lunch \$16 x 5 days = \$160. Dinner \$28 X 5 nights =\$280; Incidental \$5 x 5 days = \$50. Per Diem is based on GSA's rate schedule. Total request is \$490 x 2 years	\$980
Lodging for COVA	2019 costs 1-3 bedroom condos \$268/night x 3 nights = \$804. 1-1 bedroom condos \$133/night x 3 nights = \$399.	\$1,203
Lodging for COVA 2020	2020 costs 1- bedroom condos \$276/night x 3 nights = \$828. 1-1 bedroom condo \$149/night x 3 nights = \$447.	\$1,275
Per Diem for COVA Conference	1 breakfast at \$15 x 6 advocates = \$90; 3 lunches at \$16 x d days x 6 advocates = \$288; 1 dinner at \$28 x 6 advocates = \$168; Incidentals at \$5 x 2 days x 6 advocates - \$60. The total request = \$606 x 2 years.	\$1,212
<b>Total Travel:</b>		<b>\$7,050</b>

**Travel Budget Narrative/Justification Below:**

Request is for: 1) 2 victim advocates to attend COVA's Victim Assistance Academy to gain understanding of basic topics of domestic violence, sexual assault, ethics and cultural competency and enhance their basic advocacy skill; 2) 6 advocates to attend COVA's 3-day Annual Conference to increase their skills in victim advocacy and gain skills, keep abreast of emerging issues for victims and to learn about local community resources. The lodging rates are based on COVA's announcements and Per Diem rates - based on the GSA's rate schedule. Funds requested 2019 and 2020.

**EXHIBIT F - BUDGET and BUDGET NARRATIVE**

Equipment Item	Item Calculations	Total to be Paid by Grant Funds
<b>Total Equipment:</b>		<b>\$0</b>
<b>Equipment Budget Narrative/Justification Below:</b>		

Consultants / Contracts Item	Consultant/Contractor Calculations	Total to be Paid by Grant Funds
<b>TOTAL Consultants / Contracts:</b>		<b>\$0</b>
<b>Consultants / Contracts Budget Narrative/Justification below:</b>		

Indirect Costs	<i>List the % of the approved federal negotiated indirect rate or 10% de minimus indirect rate details</i>	Total to be Paid by Grant Funds
	\$605,914 x 10% = \$60,591	<b>\$60,591</b>
<b>Indirect Costs Budget Narrative/Justification below:</b>		
The Denver DA Office is requesting to continue the 10% indirect cost rate as was requested in the current VOCA award. The Denver DA Office is requesting indirect costs to assist in covering the operational, maintenance and administrative salaries to assist with the expansion of services.		

**EXHIBIT F - BUDGET and BUDGET NARRATIVE**

**2 Year - Project Match (Cash and/or In-Kind)**

<b>PERSONNEL MATCH (Employees / volunteers of the applicant agency)</b>	<b>CASH MATCH</b>	<b>IN-KIND MATCH</b>	<b>TOTAL MATCH</b>
Employee / Volunteer / Job Title			
1 FTE Brenda Melons/Employee/ Victim Advocate	\$88,312	\$0	\$88,312
.83 FTE Kristen Sherman/Employee/ Victim Advocate	\$78,314	\$0	\$78,314
Fringe/Benefits	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$166,626</b>	<b>\$0</b>	<b>\$166,626</b>
<b>Source of Match: Match funds will be covered by the Denver District Attorney's General Fund, the above staff will be allocated in annual budget.</b>			

<b>SUPPLIES and OPERATING MATCH</b> (Copying, rent, phone, registration fees and other items under \$5,000)	<b>CASH MATCH</b>	<b>IN-KIND MATCH</b>	<b>TOTAL MATCH</b>
	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Source of Match:</b>			

<b>TRAVEL MATCH</b>	<b>CASH MATCH</b>	<b>IN-KIND MATCH</b>	<b>TOTAL MATCH</b>
	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Source of Match:</b>			

<b>EQUIPMENT MATCH</b>	<b>CASH MATCH</b>	<b>IN-KIND MATCH</b>	<b>TOTAL MATCH</b>
	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Source of Match:</b>			

<b>CONSULTANTS / CONTRACTS MATCH</b>	<b>CASH MATCH</b>	<b>IN-KIND MATCH</b>	<b>TOTAL MATCH</b>
	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Source of Match:</b>			

<b>INDIRECT MATCH</b>	<b>CASH MATCH</b>
	\$0
<b>Subtotal</b>	<b>\$0</b>
<b>Source of Match:</b>	

	<b>CASH MATCH</b>	<b>IN-KIND MATCH</b>	<b>TOTAL MATCH</b>
<b>TOTAL MATCH FOR 2-YEAR PROJECT</b>	<b>\$166,626</b>	<b>\$0</b>	<b>\$166,626</b>

**Match Budget Narrative and Justification below:**

The match for VOCA will be covered by two Family Violence Victim/Strangulation Advocates who provide a critical link of communication for the victims that include, insuring Victim's Rights, information and referral to community services, status updates on cases, and support through the court process. The positions are 40 hour positions. Salary and benefits are based on the City and County Career Service pay scale. Denver has a benefit package of 34.15% that includes: FICA 7.65%, Retirement (DERP) 11.5%, health 13.43%, dental 1.0% and life insurance .57%. The total request is for 95% of salary and benefits which totals \$89,219. The match will be calculated on the salaries only.

Brenda Melons: Salary \$44,156 x 2 years = \$88,312  
 Keirsten Sherman: salary 39,157 x 2years = \$78,314  
 For a total match of \$166,626

**EXHIBIT F - BUDGET and BUDGET NARRATIVE**

**Financial Management Questions  
Crime Victims Services Grant Program**

**This section must be completed in cooperation with the designated Financial Officer assigned to this grant/project. Complete this form in Excel. Upload the completed electronic version on the "Documents" tab in ZoomGrants.**

**Enter your response in the field BELOW the question. The questions that use a dropdown menu, click on the space below the question and an arrow will appear to the right of the field showing you the dropdown options.**

**1. What accounting system does your organization use? List the name and a brief description of the system. (maximum length = 1,000 characters)**

RULE 1.2 – System of Record - The purpose of this fiscal accountability rule is to identify the City & County of Denver’s Official System of Record (SOR) for finance, payroll, time & attendance, and document management to ensure the integrity & validity of date. SOR includes the following systems: WORKDAY FINANCIALS – used to record financial transactions & financial information. The System stores invoices, journals, and other supporting documentation of financial transactions. WORKDAY is the official human resources and payroll system used to record & maintains employee information for benefits & payroll. KRONOS WORKFORCE CENTRAL is used to manage all facets of time, attendance & exception hours, ensuring that Career Service Rules, Collective Bargaining Agreements, Fair Labor Standard Act & pay rules are consistently applied & are in compliance. ALFRESCO is the official centralized document management system for all contract documents.

**2. This grant will be on a cost reimbursement basis. What will be your organization's source of cash and how will your organization manage its cash flow between the time costs are incurred and reimbursed? (maximum length = 1,000 characters)**

The Denver District Attorney’s General Fund advances the costs and then the grant reimburses the General Fund through reclass Journal Vouchers.

**3a. Which of the following applies to your agency? (select an option from the dropdown box)**

Agency has expended over \$750,000 in federal funding in the last calendar year from all combined sources. Submit the most recent A-133 audit and Management letter to DCJ via ZoomGrants "Documents".

**3b. Date of most recent A-133 Audit, Financial Audit or Financial Review?**

31-Dec-16

**3c. Date the recent A-133 Audit, Financial Audit or Financial Review was sent to DCJ?**

31-Dec-16

**3d. Were there any findings, questioned costs or unallocated costs? (select an option from the dropdown box)**

Yes

## EXHIBIT F - BUDGET and BUDGET NARRATIVE

Please submit audit resolutions and/or corrective action plans to DCJ; AND

Briefly describe your audit findings and how they've been resolved in box below (maximum length = 1,000 characters) .

The findings were regarding Cash management and Financial report at the Airport and Highway Division. Workday has been implemented and the new system provides for better tracking.

### Criteria for managing grant funds

Please respond to the following questions regarding whether your accounting system meets the criteria for managing grant funds. These are items that will be monitored by the Division of Criminal Justice (DCJ) staff either by site visits or other reporting mechanisms.

**4. Does your accounting system separate all revenues and expenditures by funding source?** (select an option from the dropdown box)

Yes

**5. Does your accounting system track revenues and expenditures for each grant award separately through a sub-ledger system?** (select an option from the dropdown box)

Yes

**6. Does your accounting system allow expenditures to be classified by the broad budget categories listed in the approved budget in your grant, i.e. Personnel, Supplies and Operating, Travel, Equipment and Professional Services?** (select an option from the dropdown box)

Yes

**7. Does your organization have written financial policies and procedures (specific to grants) in place that describe items such as: meeting all grant requirements, the preparation of grant financial reports and statements, the disclosure of financial documents, the ability for staff to prevent and detect misstatements in financial reporting, a method to trace funds, and a process to maintain and safeguard all cash, real and personal property, and other assets?** (select an option from the dropdown box)

Yes

**8. Is this grant request for less than \$100,000?** (select an option from the dropdown box)

No

**9. Is this grant request for a new project?** (select an option from the dropdown box)

No

**10. Has your organization been in existence for three (3) years or more?** (select an option from the dropdown box)

Yes

**11. Does the staff assigned to this project have two (2) or more year's prior experience with projects with the same or similar requirements?** (select an option from the dropdown box)

Yes

**12. Does your organization have internal controls in place, such as: a review process to determine reasonableness, allowability and allocability of costs, separation of duties, dual signatures on certain checks, reconciliations or other fiduciary oversight?** (select an option from the dropdown box)

Yes

## EXHIBIT F - BUDGET and BUDGET NARRATIVE

**13. Does your organization reconcile sub-ledgers to your general ledger at least monthly or quarterly if the applicant is a governmental entity?** (select an option from the dropdown box)

Yes

**14. Are accounting records supported by source documentation such as invoices, receipts, timesheets, etc.?** (select an option from the dropdown box)

Yes

**15. Does your organization routinely record the grant number or other unique identifier on all source documents such as invoices, receipts, time records, deposit records, etc.?** (select an option from the dropdown box)

Yes

**16. Does your organization maintain time sheets approved by the employee, supervisor and project director for each employee paid by these grant funds?** (select an option from the dropdown box)

Yes

**17a. Will this grant funded project generate program income?** (select an option from the dropdown box)

No

**17b. If "Yes", does your accounting system have the ability to track these funds separately?** (select an option from the dropdown box)

NA

**18. [Non-governmental agencies only] Do the Board bylaws and policies describe the involvement of the Board in the financial oversight and direction of your agency?** (select an option from the dropdown box)

NA

**19. Does your accounting system have the ability to track in-kind and/or cash match funds?** (select an option from the dropdown box)

Yes

**20. Are you able to ensure that you will not be using these grant funds to provide services that will be paid by Victim Compensation?** (select an option from the dropdown box)

Yes

**18. If you answered "No" to any one question (4-7, 12-16, 18-20) above, please provide a brief explanation below. Please refer to question #.** (maximum length = 500 characters)

N/A

5

28

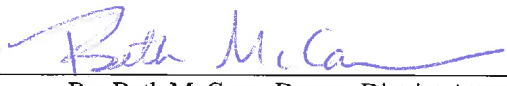
1/8/2018

**GRANT AWARD LETTER (Intergovernmental Grant Agreement)  
 SUMMARY OF GRANT AWARD TERMS AND CONDITIONS  
 SIGNATURE AND COVER PAGE**

<b>State Agency</b> Colorado Department of Public Safety, Division of Criminal Justice	<b>DCJ Grant Number</b> 2018-VA-19-085-02
	<b>CMS Number</b> 117485
<b>Grantee</b> City & County of Denver, by and through the District Attorney's Office	<b>Grantee DUNS</b> 627250913
	<b>Grant Issuance Date (Start Date)</b> 01/01/2019
<b>Current Grant Maximum Amount</b> <b>Initial Term by Funding Source</b>	<b>Grant Expiration Date</b> 12/31/2020
	<b>Fund Expenditure End Date</b> 12/31/2020
2016-VA-GX-0070 \$222,168.00	<b>Grant Description</b> The Denver District Attorney advocate program provides advocacy services to victims of human trafficking, elder abuse, and family violence as well as representation on the Collaborative Domestic Violence Response Team (CDVRT).
2017-VA-GX-0037 \$305,481.00	
2018-V2-GX-0050 \$138,856.00	
<b>Total for All Federal Awards</b> \$666,505.00	
<b>Grantee Match Requirement</b> \$166,626.00	
<b>Is this Award for Research and Development (R&amp;D)?</b> No	

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p align="center"><b>GRANTEE</b> City &amp; County of Denver, by and through the District Attorney's Office</p>  <p align="center">By: Beth McCann, Denver District Attorney</p> <p align="center">Date: 11/18/18</p>	<p align="center"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Department of Public Safety Stan Hilkey, Executive Director</p> <hr/> <p align="center">By: Joe Thome, Director, Division of Criminal Justice</p> <p align="center">Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <hr/> <p align="center">By: Lyndsay J. Clelland, Contract and Grants Coordinator, Department of Public Safety, Division of Criminal Justice</p> <p align="center">Effective Date: _____</p>	

Grantee: City & County of Denver, by and through the District Attorney's Office  
 Project: Denver District Attorney's Office Victim Advocate Program

DCJ Grant #: 2018-VA-19-085-02

<b>Representatives for this Grant</b>	
<b>For the State:</b>	<b>For Grantee:</b>
Joe Thome, Director	Beth McCann, District Attorney
Division of Criminal Justice	City & County of Denver
Department of Public Safety	District Attorney's Office
700 Kipling Street, Suite 1000	201 West Colfax Ave. Dept 801
Denver, Colorado 80215-5897	Denver, CO 80202-5328
Joe.Thome@state.co.us	beth.mccann@denverda.org

**FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD**

Federal Award Office	U.S. Department of Justice, Office of Justice Programs Office for Victims of Crime		
CFDA	16.575		
Federal Award Number(s)	2016-VA-GX-0070	2017-VA-GX-0037	2018-V2-GX-0050
Federal Award Date	09/19/2016	09/28/2017	08/09/2018
Total Amount of Federal Award (this is <b>not</b> the amount of this grant agreement)	\$ 37,271,902	\$ 31,335,524	\$ 56,681,557



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

