



COLORADO DIVISION OF CRIMINAL JUSTICE STATEMENT OF GRANT AWARD (SOGA) (Second Year of Approved Funding)

FEDERAL PROGRAM INFORMATION	
CFDA Number:	16.588
Federal Agency:	U.S. Department of Justice, Office on Violence Against Women
Federal Award Name & Number:	S.T.O.P. Violence Against Women Act Formula Grant Program - 2010-WF-AX-0028, 2011-WF-AX-0006

Subgrantee Agency Name: Denver Police Department

Project Director: Mr. Scott Snow

Project Director Address: Denver Police Finance
P.O. Box 40098
Denver, CO 80204

Grant Number: 10-VW-2-32

Project Title: Domestic Violence Patrol Project

Grant Period: January 1, 2012 - December 31, 2012

Date Issued: October 4, 2011

In accordance with provisions of the Colorado Revised Statutes §24-33.5-502, the Division of Criminal Justice hereby awards a grant to the above-named subgrantee. The attached grant application (Exhibit A), including Special Provisions and Certified Assurances, is incorporated herein as a part of this document.

APPROVED BUDGET

Budget Category	Federal	Cash Match	In-Kind Match	Total
Personnel	\$140,358.00	\$38,386.00	\$0.00	\$178,744.00
Supplies and Operating	\$0.00	\$0.00	\$8,400.00	\$8,400.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
* Equipment	\$0.00	\$0.00	\$0.00	\$0.00
* Professional Services	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL AWARD AMOUNT	\$140,358.00	\$38,386.00	\$8,400.00	\$187,144.00

- * Purchase of equipment requires prior completion and approval of DCJ Form 13.
- * Professional services require prior completion and approval of DCJ Form 16.

SPECIAL CONDITIONS:

1. Subgrantee shall notify the Office for Victims Programs (OVP) if the agency has obtained funding for a specific (OVP) grant funded position which totals more than 100% of the total cost for that position. The agency must resolve the allocation of funds to the satisfaction of the Division of Criminal Justice.
2. Subgrantees must notify the Office for Victims Programs (OVP) immediately in writing, via e-mail or regular mail, of:
 - > any OVP grant funded personnel changes;
 - > any OVP grant funded position that is vacant for 45 days;
 - > any change of an official and/or employee who is listed as a responsible signatory on this OVP grant funded project.

INSTRUCTIONS

1. Grant activities must be based on the approved budget shown on page one of this Statement of Grant Award, and the approved detailed budget(s) within the attached application, which supersedes any earlier budget request submitted, and which may be different from the budget originally submitted in your application. The subgrantee must secure prior written approval from DCJ if there is to be a change in any budget category (see DCJ Form 4-A).
2. The Financial Officer of the project must be provided a copy of this document in order to adequately prepare the necessary financial reports.
3. The Subgrantee Agency affirms that the parties' agreement consists of a two-part document, the Statement of Grant Award (SOGA), and Exhibit A, attached to the SOGA, which contains the Grant Application (including Project Summary, Budget and other Documents), the Certifications, the State Special Provisions, the Grant Requirements, the Federal Certified Assurances, and signatures of persons authorized to sign on behalf of the Subgrantee Agency on each part of the two-part document.
4. Review carefully the current applicable Administrative Guide of the Division of Criminal Justice for this grant program, that includes procedures regarding this document, draw-down of grant funds, reporting requirements and requesting grant modifications.
5. This grant award shall be effective upon the final approval by the State Controller or designee. No payment shall be made pursuant to the grant prior to State Controller approval.
6. This grant award may be voided in whole without further cause if it is not signed by the subgrantee's Authorized Official and returned to the Division of Criminal Justice within 45 days of the date of issuance.
7. The signature of the Authorized Official below should be the same as the one on the grant application. The subgrantee must promptly notify the Division of Criminal Justice of any changes in the Authorized Official, Project Director, or Financial Officer, by completing and submitting DCJ Form 4-B. (If changes have already occurred, submit completed DCJ Form 4-B with this document).

ADDITIONAL DCJ REQUIREMENTS

- (1) **Commencement within 60 Days.** If the Division concludes that the project has not commenced within 60 days of the start date of the grant period, the subgrantee must report the following by letter to the Division of Criminal Justice:
 - a. the steps taken to initiate the project;
 - b. the reasons for delay; and,
 - c. the expected starting date.
- (2) **Operational Within 80 Days.** If the Division concludes that the project is not operational within 80 days of the original start date of the grant period, the Division of Criminal Justice may begin termination or reduction in grant award proceedings as described in "Special Provisions & Certified Assurances", Section entitled "Termination or Reduction in Grant Award."
- (3) All subgrants are conditioned on the ability to report to the Division of Criminal Justice all the information contained on the DCJ quarterly narrative and financial reporting forms, which are provided with this SOGA. Technical assistance is available upon request.
- (4) These funds cannot be guaranteed beyond the end date of the grant period on page 1 of this SOGA. Unexpended funds remaining at the end of the grant period must be returned to the Division of Criminal Justice.

RETURN:


ALL SETS of the Statement of Grant Award with ORIGINAL SIGNATURES to: Division of Criminal Justice, Office of Victims Programs, S.T.O.P. VAWA Program, 700 Kipling Street, Suite 1000, Denver, CO 80215. After other required signatures are obtained, the white SOGA copy with approved application will be returned to your Project Director.

THE PARTIES HERETO HAVE EXECUTED THIS BINDING SUBGRANT AWARD

*Persons signing for Subgrantee hereby swear and affirm that they are authorized to act on Subgrantee's behalf and acknowledge that the State is relying on their representation to that effect.

SUBGRANTEE:

Denver Police Department
Legal Name of Subgrantee Agency

By: 
*SIGNATURE of Authorized Official

Michael B. Hancock, Mayor
Print Name & Title of Authorized Official

Date Signed: Oct 19, 2011

STATE OF COLORADO:

John W. Hickenlooper, GOVERNOR

By: _____
Jeanne M. Smith, DIRECTOR
Colorado Division of Criminal Justice

Date Signed: _____

STATE OF COLORADO LEGAL REVIEW:
See Contract Routing Waiver #46
(or, if not waived)

John W. Suthers, ATTORNEY GENERAL

By: _____
Signature – Assistant Attorney General

Date Signed: _____

ALL CONTRACTS & SUBGRANT AWARDS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This subgrant award is not valid until signed and dated below by the State Controller or delegate. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:

David J. McDermott, CPA

BY _____

DATE _____

1) APPLICANT AGENCY:

Legal Agency Name: City and County of Denver
 Doing Business As (dba): Denver Police Department
 Project Title: Domestic Violence Patrol Project
 Mailing Address: P.O. Box 40098; Denver, CO 80204
 Street Address: 1331 Cherokee Street, Room 107
 City / Town: Denver Zip Code: 80204
 County: Denver Judicial District: 2
 Phone #: 720.913.6926 Fax #: 720.913.7502
 Federal Employer Identification # (FEIN): 846000580
 Data Universal Numbering System # (DUNS): 946059664
 Central Contractor Registration (CCR): Yes No
 CCR Expiration Date (mm/dd/yyyy): 6/26/2010

Rec'd by DCJ
 MAR 05 2010

DCJ USE ONLY

CY 2011 Funding

App # 11 - VU - 2 - 18
 Grant # 29-VN-2-41
 Award \$ 143,569
 New Applicant Agency
 Continuation Applicant Agency

SOURCE	2011	2012
VA	<u>4</u>	
VW	<u>143,569</u>	<u>140,358</u>
SV		
TOTAL:	<u>143,569</u>	<u>140,358</u>

CY 2012 Funding

Grant # 10-VW-2-32
 Award \$ 140,358

Note: Because this document is protected, you cannot run spellcheck.

2) PROJECT DIRECTOR:

Project Director Name: Scott Snow
 Position / Title: Director, DPD Victim Assistance Unit
 Phone #: 720.913.6926 Fax #: 720.913.7502
 E-Mail: scott.snow@denvergov.org

3) TOTAL OVP FUNDS REQUESTED: \$ 268,158

4A) TYPE OF AGENCY:

Non-Profit Agency
 Government Agency
 Check if applicable:
 Law Enforcement Agency DA's Office Courts / Probation
 Other (please specify):

4B) TYPE OF PROJECT(S):

Child Advocacy Center
 Court Appointed Special Advocate Project (CASA)
 Domestic Violence Project
 Domestic Violence Fast Track Staff
 Domestic Violence / Sexual Assault Investigator / Officer
 Domestic Violence / Sexual Assault Investigator / Prosecutor
 Sexual Assault Project
 Sexual Assault Nurse Examiner (SANE) / Sexual Assault Response Team (SART) Project
 Statewide Coalition
 Victim Services Project
 Victim / Witness Project
 Other (please specify):

5) AGENCY DESCRIPTION AND HISTORY:

The Victim Assistance Unit (VAU) is part of the Criminal Investigations Division within the Crimes Against Persons Bureau of the Denver Police Department (DPD) and represents the only law enforcement based, victim-focused, on-scene response to victims of crime and/or non-criminal stark misfortune within the City & County of Denver. The VAU provides immediate intervention, support, information, referrals and other assistance to victims of crime, witnesses and/or their families including incidents of non-criminal stark misfortune in which the Denver Police Department responds.

Victim Specialists from the VAU (who serve as non-sworn, civilian employees of the Denver Police Department) are on call 24-hours a day, 365 days a year and are dispatched to crime scenes, homes, hospitals and any location where victimization may occur. The VAU works successfully with all areas of the DPD, the City & County of Denver, District Attorney & City Attorney offices, Denver Health Medical Center, area hospitals and a variety of community-based agencies, programs and mental health professionals.

Over the past two years the VAU has initiated a number of pilot projects designed to enhance and evaluate domestic violence-specific services, including the 2010 launch of the Domestic Violence Patrol Team, an innovative approach that pairs effective patrol response with specialized victim services.

6) DESCRIPTION OF PROJECT(S) FOR WHICH FUNDS ARE BEING REQUESTED:

Grant funds will support the retention of the recently piloted Domestic Violence Patrol Team that was initiated in Southeast Denver and operated from January 1, 2010 through December 31, 2010. Grant funds will be utilized to take this pilot model City-wide with a focus on responding to felony incidents of domestic violence. This collaborative effort of the Denver Police Department's Victim Assistance Unit (VAU) and Patrol Division puts a dedicated team of six domestic violence responders on the street during the times when calls for service related to domestic violence are the highest - projected to be Friday and Saturday nights between 8p.m. and 3 a.m. The team is made up of two Victim Specialists riding along with four Patrol Officers. This is a first-of-its-kind investigative and service model for incidents of domestic violence for the Denver Police Department, and it appears to be the only collaborative model of its kind in the country that provides both immediate, on-scene domestic violence investigation and victim services.

The project has been designed so that each domestic violence call for service, City-wide (during project hours) involving felony charges and/or serious bodily injury to the victim is met with an on-scene response by the DV Patrol Team. Project Officers will also conduct regularly scheduled warrant sweeps involving felony-level DOMV warrants that generate from cases City-wide. Project Officers and Victim Specialists will also conduct regular, DOMV home visits with an emphasis on contacting victims of felony-level incidents of domestic violence to provide additional resources and services.

The DV Patrol Team was launched in January 2010 through funding by a VAWA Recovery Act grant, which supported the hire of two part-time Victim Specialists and officer overtime wages for the selected team of participating Patrol Officers. We have piloted this project in Southwest Denver/DPD Patrol District Three (from Colfax south to Belleview and from Downing East to Havana) because it serves as a representative microcosm of Denver, containing the broadest spectrum of socioeconomic, residential, community, ethnic, racial, educational and business diversity in the City. A cadre of 36 officers have been selected to participate in this project after an application and interview process. Each was selected based on their performance, their interest in the topic, and their availability to work these shifts. All officers have completed a mandatory training specific on domestic violence response.

The collaborative response by Victim Specialists and trained Patrol Officers will likely generate three significant impacts on incidents of domestic violence.

- First: having high level investigative skills brought on scene at night will increase the number of cases that are accepted for prosecution by the Denver District Attorney's Office.
- Second: the presence of a Victim Specialist on scene will improve victims' interaction with law enforcement and will increase timely and thorough access to services for victims and children exposed to domestic violence.
- Last: by making domestic violence follow-up home visits and conducting warrant sweeps the team will help to prevent revictimization and/or reoffending.

Beyond these grant-specific objectives, the project will also yield information about domestic violence victims that is more timely, accurate, and meaningful for review by the multidisciplinary Denver Domestic Violence Triage group. The pilot also helps meet DPD's internal goal to use this service model as a basis for the creation of a full-time Domestic Violence Patrol Unit within the Denver Police Department.

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7) PROJECT PURPOSE AREAS:

Victim Services: (If applicable, check only those that apply to your proposed project)

<input checked="" type="checkbox"/> Domestic Violence	<input type="checkbox"/> 72 Hour Response
<input type="checkbox"/> Adult Sexual Assault	<input type="checkbox"/> Law Enforcement Victim Assistants for Protection Order Enforcement
<input type="checkbox"/> Emergency Services for Victims & Their Families	<input type="checkbox"/> Stalking
<input type="checkbox"/> Child Physical and Sexual Abuse	<input type="checkbox"/> Services for Senior Crime Victims
<input type="checkbox"/> Assistance for Victims with Immigration Matters	<input type="checkbox"/> Services for Disabled Women
<input type="checkbox"/> Access for Underserved and/or Underrepresented Victims	<input type="checkbox"/> Services for Indian Tribes
<input type="checkbox"/> Statutorily Mandated to Implement the Victims Rights Act Statewide	<input type="checkbox"/> Services for Children who Witness Domestic Violence
<input type="checkbox"/> Specialized Advocacy	

Training: (If applicable, check only those that apply to your proposed project)

<input type="checkbox"/> Training for Officers, Prosecutors	<input type="checkbox"/> Training of Sexual Assault Forensic Personnel
<input type="checkbox"/> Judicial Education & Court Related Projects	<input type="checkbox"/> Training & Protocols to address Police-Perpetrated Domestic Violence
<input type="checkbox"/> Specialized Training	

Systems Improvement: (If applicable, check only those that apply to your proposed project)

<input checked="" type="checkbox"/> Specialized Units	<input checked="" type="checkbox"/> Coordinated Response to Domestic Violence
<input type="checkbox"/> Protection Order Enforcement	<input type="checkbox"/> Coordinated Response to Sexual Assault
<input type="checkbox"/> Policies, Protocols, Orders	<input checked="" type="checkbox"/> Multidisciplinary Coordinated Response
<input type="checkbox"/> Collaborative, Community-based System Improvement	<input type="checkbox"/> Linked Data Collection & Communication Systems
<input checked="" type="checkbox"/> Model project that can demonstrate success and a plan for statewide replication	<input type="checkbox"/> Statewide/Multi-jurisdictional Impact

8) PROVIDE A STATEMENT OF NEED FOR THE PROPOSED ACTIVITIES IN YOUR COMMUNITY:

A recent review of domestic violence calls for service (citywide) shows that - of the 73 types of calls for service tracked through the CAD System - those involving incidents of domestic violence rank in the top seven most frequent types of calls. In 2008 alone, DPD's Patrol Division responded to more than 30,000 for incidents of domestic violence and a total of 1,424 calls for service involving incidents of protection order violations.

In 2009, 2,073 offenders were arrested on municipal ordinance charges for prosecution at the City Attorney's Office, and an additional 1,933 Incident Reports were filed for investigation by the Domestic Violence Investigation Unit. The District Attorney's Office prosecuted 1,070 of these cases, with additional cases in warrant status. Fifty-five percent of these offenders have at least one prior domestic violence arrest; 22% had three or more prior domestic violence cases, with some having 15 or more prior such cases.

Calls for service related to domestic violence in Denver are extremely frequent and are also extremely time-intensive for responding officers to handle. In Denver, these calls for service require 2-3 officers per call and, on average, require 2.5 hours of officer time to complete the initial on-scene investigation.

DV calls need a different response - one that is more tailored to the unique characteristics of these cases and one that lessens the burden on patrol officers as a whole. Denver has the unique opportunity to provide an intervention to enhance service to victims, and reduce the number of calls for service; however, interventions like the one proposed here require significant resources and some shifts in staffing strategies.

Unfortunately, the most dire budget situation in Denver since 1933 has made any changes to staffing unrealistic. In 2009, the City's budget crisis showed an anticipated budget gap between revenues and normal growth in expenditures to \$120 million through the end of 2010. The Police Department was subsequently required to submit additional budget reductions that totaled over \$30 million (approximately 17% of the department's \$175 million budget).

DPD has eliminated all recruit classes for 2010, negotiated with collective bargaining unit to defer all sworn officer raises until the end of 2010, hold vacant positions open, delayed replacement of vehicles and capital items, eliminated civilian training monies, shifted additional officers to assignments funded through external funding sources, grounded the DPD Air Support Unit (helicopter), offered leaves of absence, abolished positions where possible, and reduced operational expenditures wherever possible.

All this said, any requests for expanded programming in 2011 will likely be focused on restoring services to pre-2010 levels. To take advantage of the incredible opportunity to test out the model of coordinated Patrol/Victim Specialist response proposed here, the Denver Police Department is requesting supplemental resources from OVP. We hope that this will be an investment in a strategy that can be replicated elsewhere to improve patrol efficiencies and enhance the services that provided to victims of domestic violence.

9) ANNUAL PROJECT DATA:

VICTIM SERVICES PROJECT DATA: Complete this section (Tables A & B) only if your project will provide DIRECT victim services. Provide only the number of victims who will receive services from OVP grant funded personnel.

Table 9A:

NOTE: You must TAB through the numeric fields to activate the totaling function.

Est. # Victims	Type of Crime	Est. # Victims	Type of Crime (Continued)
0	Child Physical Abuse	0	Survivors of Homicide Victims
0	Child Sexual Abuse	0	Disabled Women
0	Children Who Witness Domestic Violence	0	Vehicular Assault or Homicide, DUI/DWI Crashes, or Careless Driving Resulting in Death
1,000	Domestic Violence	0	Robbery
0	Dating Violence	0	Assault
0	Stalking	0	Elder Abuse
0	Adult Sexual Assault	0	Other Violent Crimes (See instructions):
0	Adults Molested as Children		

TOTAL UNDUPLICATED VICTIMS ESTIMATED TO BE SERVED DURING THE 12-MONTH PERIOD = 1,000

Table 9B:

NOTE: No single entry/category in this table can exceed the TOTAL NUMBER OF VICTIMS in Table 9A.

Est. # Victims	Type of Services	Est. # Victims	Type of Services (Continued)
0	Civil Legal Advocacy/Court Accompaniment	0	Individual Therapy
0	Civil Legal Attorney Assistance	0	Information & Referral (in person)
0	Criminal Justice Support/Advocacy/Court Accompaniment	0	Information & Referral (by phone)
1,000	Crisis/Counseling Intervention (in person)	0	Language Services (interpretation)
0	Crisis/Counseling Intervention (by phone)	0	Shelter/Safehouse
75	Emergency Financial Assistance	0	Transitional Housing
50	Follow-up (in person, by phone, or written)	0	Transportation
0	Forensic Exam	1,000	Victim Compensation Assistance
0	Group Treatment/Support	0	Victim/Survivor Advocacy
0	Hospital/Clinic Response	1,000	Victim Rights Act Services

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9) ANNUAL PROJECT DATA - CONTINUED:

Table 9C:

LAW ENFORCEMENT PROJECT DATA: Complete this section only if you are requesting funds for a Law Enforcement Officer or Investigator who will be responding to domestic violence, sexual assault, stalking, and dating violence cases/ incidents. Complete only those that apply:		PROSECUTION PROJECT DATA: Complete this section only if you are requesting funds for a Prosecutor or Investigator who will be handling domestic violence, sexual assault, stalking, and dating violence cases. A case should be counted according to the most serious offense. Complete only those that apply:	
Est. # Cases / Incidents	Type of Services	Est. # Cases	Type of Cases
3,000	Calls for Assistance (911 & other)	0	Misdemeanor Sexual Assault
300	Incident Reports	0	Felony Sexual Assault
2,500	Cases/Incidents Investigated	0	Homicide Related to Sexual Assault, Domestic Violence or Stalking
100	Arrests	0	Domestic Violence/Dating Violence Ordinance
0	Dual Arrests	0	Misdemeanor Domestic Violence/Dating Violence
0	Protection/Ex Parte/Temporary Restraining Orders Served	0	Felony Domestic Violence/Dating Violence
0	Arrests for Violation of Bail Bond	0	Stalking Ordinance
25	Enforcement of Warrants	0	Misdemeanor Stalking
25	Arrests for Violation of Protection Orders	0	Felony Stalking
0	Protection Orders Issued	0	Violation of Protection Order
0	Referrals of Cases to Prosecutor	0	Violation of Bail
0	Referrals of Federal Firearms Charges to Federal Prosecutor	0	Violation of Probation or Parole
0	Forensic Medical Evidence	0	Violation of Other Court Order

MJ *X-SP*

9) ANNUAL PROJECT DATA – CONTINUED:

Table 9D:

TRAINING PROJECT DATA: This table should only be completed if you are requesting funds for a **FORMAL** training project for professionals/volunteers, primarily outside your agency, who work directly with victims. There are only two eligible categories of training activities: 1) Training on domestic violence, sexual assault, stalking, and dating violence or; 2) Statewide or multi-jurisdictional training pertaining to victim assistance. This DOES NOT include outreach trainings/presentations about your program, or in-house staff/volunteer training. Refer to the Instructions for further details.

NOTE: You must TAB through the numeric fields to activate the totaling function.

Est. # Trained	People Trained	Est. # Trained	People Trained (Continued)
0	Advocacy Organization Staff (NAACP, AARP)	0	Military Command Staff
0	Attorneys/Law Students (Non Prosecutors)	0	Multidisciplinary Group
0	Batterer Intervention Program Staff	0	Prosecutors
0	Correction Personnel (probation, parole, and correctional facilities)	0	Sex Offender Treatment Providers
0	Court Personnel (judges, clerks)	0	Sexual Assault Nurse/Forensic Examiners
0	Disability Organization Staff (non-governmental)	0	Social Service Organization Staff (food bank, homeless shelter)
0	Educators (teachers, administrators)	0	Substance Abuse Organization Staff
0	Elder Organization Staff (non-governmental)	0	Supervised Visitation and Exchange Center Staff
0	Faith-based Organization Staff	0	Translators/Interpreters
0	Government Agency Staff (vocational rehabilitation, food stamps, TANF)	0	Tribal Government/Tribal Government Agency
0	Health Professionals (doctors, nurses – not including SANE or SAFE's)	0	Victim Advocates (non-governmental, includes sexual assault, domestic violence and dual)
0	Immigrant Organization Staff (non-governmental)	0	Victim Assistants (governmental, includes victim-witness specialists/coordinators)
0	Law Enforcement Officers	0	Volunteers
0	Legal Services Staff (not including attorneys)	0	Other (specify):
0	Mental Health Professionals		
TOTAL NUMBER OF PERSONS TO BE TRAINED = 0			

10) UNDERSERVED / UNDERREPRESENTED POPULATIONS:

Please answer the following questions in the box below:

- A. Describe the underserved / underrepresented population in the community you serve (e.g. the ethnicity of victims served, etc.). How is the underserved population(s) determined? Cite your source(s).
- B. State how you address the needs of the underserved/underrepresented populations in your community (e.g. the diversity of staff, volunteers and/or board representation, etc.).
- C. Is any portion of your project specifically designed to serve underserved and/or underrepresented populations?
 Yes No
- D. If you checked "Yes" above, what percentage of your grant request will be used to serve your underserved populations?
%

A. The Victim Assistance Unit is required to serve all victims of crime that occur in the City/County of Denver. As such, the demographics of victims served correlates directly with the demographics of individuals victimized in Denver. We subsequently serve several underserved groups including the elderly, non-English speakers, the deaf community, and immigrants and refugees. The refugee community is of particular importance in DPD's Patrol District 3. According to the Colorado Refugee Services Program, 90% of resettled refugees in Colorado are metro Denver residents - and the Colfax/Yosemite corridor contains one of the highest concentrations of this population. In fact, contained within the boundaries of this pilot project is a six block radius in which over 25 languages are spoken. This area has been - and will continue to be - a focus of our victim services efforts.

B. The Victim Assistance Unit has been closely involved with the refugee communities in Southeast Denver and the agencies that advocate on their behalf. Throughout 2009, for example, VAU staff has held multiple meetings with refugee communities and resettlement agencies including Lutheran Family Services, the Colorado Refugee Services Program, the Africa Community Center, and Colorado Ecumenical Services to discuss issues related to victimization. VAU staff met with over 200 Bhutanese refugees to learn more about how they are treated in the community in response to some information that bias-motivated crimes against these individuals were occurring. VAU has also distributed over 60 cell phones to refugee families to enable them to call 9-1-1 in case of emergencies. We are still learning a lot about how victimization is affected by factors such as the level of integration, the conditions that necessitated their resettlement, generational identification, gender inequities, and language levels. Fortunately, we are building relationships with the leaders of these communities and the experts in Denver that work in resettlement so that we can continue to learn more and tailor our services to their specific needs.

11) GOALS AND OBJECTIVES - PROJECT SPECIFIC IMPACT:

When possible and appropriate, choose from the list of goals & objectives in the Instructions and the OVP Grant Guide. Goals should be limited to three, with no more than three objectives for each goal. **Your objectives must be measurable and related to the personnel position(s)/professional services or consultant(s) requested in your Total 12-Month Budget (see page 12).**

Enter agency name: City and County of Denver - Denver Police Department

Section 11A:

GOAL 1: To better serve victims of domestic violence in Denver through the retention of the Domestic Violence Patrol Team that pairs specialized victim specialists with trained patrol officers.

Objective 1: IMMEDIATE ON-SCENE SERVICES FOR VICTIMS will be provided in response to 50% of calls for service for felony-level incidents of domestic violence, City-wide, during its hours of operation (Friday, Saturday, and Sunday nights) - an exponential increase over the citywide average response rate.

Position Title(s): Victim Specialists (1 grant-funded, 1 match) Position #(s): 1

Objective 2: AN INCREASED NUMBER OF CASES WILL BE ACCEPTED by the Denver District Attorney's Office. Felony-level domestic violence case acceptance rates (during project shifts) will be compared to the citywide average for accepted felony-level DV cases. We anticipate that the high-level investigative skills of the team will yield acceptance rates that are considerably

Position Title(s): Patrol Officers Position #(s): 3

Objective 3: THE TOTAL NUMBER OF DOMESTIC VIOLENCE HOME VISITS AND ARRESTS FROM WARRANTS WILL INCREASE. The number of arrests and home visits will increase exponentially, when compared to the same time period in the previous year.

Position Title(s): All Position #(s):

GOAL 2:

Objective 1:

Position Title(s): Position #(s):

Objective 2:

Position Title(s): Position #(s):

Objective 3:

Position Title(s): Position #(s):

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11) GOALS AND OBJECTIVES – PROJECT SPECIFIC IMPACT – CONTINUED:

GOAL 3:

Objective 1:

Position Title(s):

Position #(s):

Objective 2:

Position Title(s):

Position #(s):

Objective 3:

Position Title(s):

Position #(s):

11) GOALS AND OBJECTIVES – PROJECT SPECIFIC IMPACT – CONTINUED:**Section 11B:**

Project specific impact: Refer to the Instructions for important information on how to complete this item.

1) Please state the intended impact of the project goals and objectives.

OBJECTIVE 1.1 (Immediate Services for Victims):

The impact we seek is an improved on-scene response rate. Citywide, Victim Specialists are called out to approximately 10% of domestic violence calls by the responding officers. In 2008, 173 incidents of domestic violence occurred in District 3 involving state-level charges (misdemeanors and felonies) requiring detective assignment and investigation. While rates/incidents of domestic violence cannot be accurately predicted for the project funding time period, using data from 2008, a measurable outcome of the proposed project will include immediate Victim Specialist response to at least 50% of all domestic violence calls for service during project days and hours. (This accounts for the possibility of simultaneous/multiple calls for service during project hours the DV Pilot Project cars may not be available to respond to 100% of DV calls for service during project hours).

OBJECTIVE 1.2 (Case Acceptance):

The high-level investigative skills and the vested interest of the officers on the DV Patrol Team in this effort will yield more complete, more compelling cases. We anticipate that the domestic violence cases that are generated by the Patrol Team will be accepted by the District Attorney's Office for prosecution at a rate that is considerably higher than the average for felony-level domestic violence cases submitted.

OBJECTIVE 1.3 (Home Visits, Arrests):

When not responding to Domestic Violence calls, the patrol officers on the DV Patrol Team will dedicate their time to conducting home visits and seeking arrests from domestic violence warrants. This type of dedicated followup is extremely difficult given the constraints of a patrol officer's daily duties. The total number of arrests on DV charges will increase considerably as a result of this team.

2) Please provide the impact data collection methods to be used.

OBJECTIVE 1.1 (Immediate Services for Victims): The DV Patrol Team will track all calls responded to through officer log sheets. This information is tallied and aggregated by the Project Lieutenant. This response information will be compared with the calls for service data that are tracked by the Department's Data Analysis Unit. These data can be broken out by type of call, by Patrol District, and by day/time. So, on a monthly basis, with the records of the Patrol Team and the data generated by CAD queries, the Project Director will be able to derive a response rate to DV calls during the times when the DV Patrol Team is active.

The response rate of the pilot district will be compared to the overall response rate for the city using similar techniques. Data will be generated monthly by the Data Analysis Unit regarding all calls for service for domestic violence (via Computer Aided Dispatch). This information will be directly compared with the total instances in which Victim Specialists were called on-scene to respond to a domestic violence call. This citywide percentage will be compared to the pilot district percentage and reported to OVP.

OBJECTIVE 1.2 (Case Acceptance): Case acceptance rates are tracked on an ongoing basis by DA staff and communicated to DPD via the Triage project meetings. We will compare the acceptance rate for ALL domestic violence cases filed by DPD to the acceptance rates for the specific cases filed by the DV Patrol Team. The list of project-generated cases and the outcome of each case filed will be tracked by the Project Director. The percentages will be compared each quarter for reporting purposes.

OBJECTIVE 1.3 (Arrests, Home Visits): Officer log sheets have been specifically designed for this project so that the number of arrests and home visits are tracked for each day of the project. Log sheets are submitted to the Project Lieutenant and entered into a spreadsheet overseen by the Project Director. Arrests and home visits for this pilot will be compared to earlier time periods in the City to derive the total increase. This will be compared to citywide increases in DV arrests to show the increased output made possible by the pilot project.

RJ [Signature]

Agency Name: City and County of Denver-Denver Police Department Judicial District: 2

12) TOTAL 12-MONTH BUDGET – Calendar year, January 1 to December 31

Enter agency name: City and County of Denver - Denver Police Department

NOTE: You must TAB through the numeric fields to activate the totaling function.

12A: Personnel Request:

Position 1:	Title: Victim Specialist Name: Laurie Darmofal Total # hours per week this position works for the agency (max = 40 hrs): 14			DCJ Staff Use Only
	Annual Budget	Amount requested from OVP	Amount from all other sources for this position	
Salary	\$ 0	\$ 13,609	List Sources: N/A. Laurie will work extra hours on the project-paid by VAU (cash match)	
Fringe/Benefits	\$ 0	\$ 1,041		
Totals:	\$ 0	\$ 14,650	Total from all other sources: \$ 0	

Position 2:	Title: DPD Patrol Officers - Overtime Wages Name: Various - there are many officers that serve on the DV Pilot Project Team. Total # hours per week this position works for the agency (max = 40 hrs): 44			DCJ Staff Use Only
	Annual Budget	Amount requested from OVP	Amount from all other sources for this position	
Salary	\$ 2,852,928	\$ 125,708	List Sources: DPD General Fund	
Fringe/Benefits	\$ 912,937	\$ 0		
Totals:	\$ 3,765,865	\$ 125,708	Total from all other sources: \$ 3,765,865	

Position 3:	Title: N/A Name: Total # hours per week this position works for the agency (max = 40 hrs):			DCJ Staff Use Only
	Annual Budget	Amount requested from OVP	Amount from all other sources for this position	
Salary	\$	\$	List Sources:	
Fringe/Benefits	\$	\$		
Totals:	\$ 0	\$ 0	Total from all other sources: \$	

Position 4:	Title: N/A Name: Total # hours per week this position works for the agency (max = 40 hrs):			DCJ Staff Use Only
	Annual Budget	Amount requested from OVP	Amount from all other sources for this position	
Salary	\$	\$	List Sources:	
Fringe/Benefits	\$	\$		
Totals:	\$ 0	\$ 0	Total from all other sources: \$	

TOTAL OVP Personnel Funds Requested: \$ 140,358

Agency Name: City and County of Denver-Denver Police Department Judicial District: 2

12) TOTAL 12-MONTH BUDGET – Calendar year, January 1 to December 31 – CONTINUED:

12A: Personnel Request – Continued:

If you are requesting funding for PERSONNEL, you must fully explain and justify the need for the current request.

POSITION #1: VICTIM SPECIALIST, LAURIE DARMOFAL

As stated previously, on-scene response to domestic violence calls from service is limited in the department's current model; an estimated 90% of DV calls will not receive on-scene response by a Victim Specialist. By embedding a Victim Specialist in the patrol team that responds to calls, services to victims of domestic violence will improve exponentially. Ms. Darmofal is currently funded in full by the 2011 VAWA grant, and her end date is now scheduled to be 12/31/2011. We are requesting funds to retain the position for the balance of 2011.

Relationship to Project Goals/Objectives: Ms. Darmofal will continue to dedicate 100% of her time to providing services to victims of domestic violence in her role as one of two dedicated victim specialists on the team. She will provide immediate on-scene response to victims during the hours the team is on the street and will be directly responsible for Objective #1.

Calculations: As an 'on-call' limited employee, Ms. Darmofal is paid an hourly wage. Laurie earns \$19.44 per hour, as dictated by her position's classification (her hourly rate of \$18.17 is increased by a 7% shift differential for a total hourly wage of \$19.44). She will work approximately 14 hours per week for a projected 50 weeks (assuming there will be vacations/breaks in the year).

14 hours per week x 50 weeks x \$19.44 = \$13,609.

As an on-call employee, Laurie is not eligible for a full fringe benefit package but will receive FICA (calculated at 7.65% of wages). So, \$13,609 x 7.65% = \$1,041.

POSITION #2: TEAM OF DPD PATROL OFFICERS (off-duty/overtime wages for team members)

These funds enable Denver to change the model of DV law enforcement response to a focused, dedicated response by specialized officers that are trained in DV, interested in the topic and want to make a difference. Current budget restrictions have already limited the number of patrol officers that are available on Denver's streets at any given time, so it is now even MORE important that we relieve regular patrol officers from time-intensive DV calls. Given the drastic budget shortfalls and the subsequent hiring freezes, the department is currently not in a position to change any staffing model in the current year, so we are at risk of losing any momentum built by the project without additional funds. By having an additional year of successes attributable to the DV Patrol Project in 2011, we are hopeful that we can demonstrate the value of dedicated DV patrol to other agencies in Colorado and nationally, and by doing so, DPD can make informed decisions about altering its patrol response. The only way possible for the department to 'pilot' a patrol response is to essentially create a separate unit which is above and beyond officers' standard duties. Thus, this project will be worked as overtime initiative, which will not take away from other important public safety needs.

Relationship to Project Objectives: The work of these officers is directly related to Objectives 2 and 3.

Calculations: The average hourly overtime rate earned by officers on this project will be \$57.14 per hour in 2012. Overtime hours are above and beyond each officer's standard duties and are required by Denver's Collective Bargaining Agreement to be paid at 150% of the sworn officer's standard wages. In this instance, this overtime rate reflects an average regular hourly rate around \$38.09.

Each week, there will be 2 nights that the 2 project cars will be on the street. The shifts will typically run 5 hours for a total weekly hour count of 40 hours. We have budgeted, however, extra hours for the common occurrence where shifts run over the allotted five hours. For purposes of the budget, we have calculated the following:

\$57.14/hour x 44 hours/week x 50 weeks = \$125,708.

Note that the "Annual Budget" calculated for DPD Patrol Officers in the far left column is an approximation only. This assumes the full-time salaries of the affected officers is, on average, \$ 79,248 with a typical fringe benefit package of 32% of earnings. So:

36 officers x \$104,607.36 = \$3,765,865.

Agency Name: City and County of Denver-Denver Police Department Judicial District: 2

12) TOTAL 12-MONTH BUDGET – Calendar year, January 1 to December 31 – CONTINUED:

NOTE: You must TAB through the numeric fields to activate the totaling function.

12B: Supplies & Operating Expenses:

List Requested Operating Expenses	Annual Amount	Amount Requested from OVP	Amount Available/ Anticipated from Other Sources
N/A	\$	\$ 0	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total OVP Supplies & Operating Funds Requested:	\$ 0	\$ 0	\$ 0

If you are requesting funding for SUPPLIES & OPERATING, you must fully explain and justify the need for the current request.

N/A

Agency Name: City and County of Denver-Denver Police Department Judicial District: 2

12) TOTAL 12-MONTH BUDGET – Calendar year, January 1 to December 31 – CONTINUED:

NOTE: You must TAB through the numeric fields to activate the totaling function.

12C: In-State Travel:*

Itemize Request (Transportation, Per Diem, etc.)	Annual Amount	Amount Requested from OVP	Amount Available/ Anticipated from Other Sources
N/A	\$	\$ 0	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total OVP In-State Travel Funds Requested:	\$ 0	\$ 0	\$ 0

If you are requesting funding for IN-STATE TRAVEL*, you must fully explain and justify the need for the current request.
(*See instructions)

12D: Equipment (durable, single item \$5,000 & over):

List Requested Equipment Expenses	Annual Amount	Amount Requested from OVP	Amount Available/ Anticipated from Other Sources
N/A	\$	\$ 0	\$
	\$	\$	\$
Total OVP Equipment Funds Requested:	\$ 0	\$ 0	\$ 0

If you are requesting funding for EQUIPMENT, you must fully explain and justify the need for the current request.

N/A

Agency Name: City and County of Denver-Denver Police Department Judicial District: 2

12) TOTAL 12-MONTH BUDGET – Calendar year, January 1 to December 31 – CONTINUED:

NOTE: You must TAB through the numeric fields to activate the totaling function.

12E: Professional Services / Consultants:

Professional Services / Consultants	Total Hourly Rate of Pay	# of Hours to be Worked on This Project	Amount Requested from OVP
N/A	\$	Hrs	\$ 0
	\$	Hrs	\$
	\$	Hrs	\$
	\$	Hrs	\$
	\$	Hrs	\$
Total OVP Professional Services / Consultants Funds Requested:			\$ 0

If you filled out any of the boxes for PROFESSIONAL SERVICES / CONSULTANTS, you must fully explain and justify, both the need and the rate of pay, for the current request. Please note that professional services expenditures require prior approval by DCJ (use Form 16).

N/A

12F: OVP Grant Request Summary (This chart summarizes all dollars by category):

NOTE: This table automatically fills from other tables.

Budget Categories	OVP Grant Request
Personnel	\$ 140,358
Supplies & Operating	\$ 0
In-State Travel	\$ 0
Equipment	\$ 0
Professional Services / Consultants	\$ 0
Total OVP Funds Requested:	\$ 140,358

13) NECESSARY FUNDING INFORMATION:

NOTE: Section 13A OR 13B must be completed.

Section 13A:

CONTINUATION Applicants Only: Briefly summarize the reasons for the differences between this application and your current OVP grant award (VOCA, VAWA and/or State VALE) for each budget item requested.

N/A

Section 13B:

NEW Applicants Only: If not currently receiving OVP grant funds (VOCA, VAWA and/or State VALE), you must describe how the requested budget items are currently being funded.

The requested items in this grant proposal are entirely funded by a Recovery Act subgrant via the Office for Victims Programs for 2010 (Grant #29-RW-2-6). This VAWA-R award enables the Denver Police Department to fund:

\$ 242,213 in officer overtime wages for their time dedicated to this project (estimated 1,300 hours annually), and
\$ 43,110 for two new Victim Specialist positions (21 hours weekly for 1 year).

Note that in 2011, we have reduced the cost to the grant by nearly \$ 20,000 by picking up the cost of one of the two Victim Specialists using budgetary resources from the Victim Assistance Unit.

Agency Name: City and County of Denver-Denver Police Department Judicial District: 2

14) MATCH

For purposes of this application, demonstrate the ability to provide match to be used for project related activities. **To calculate match, divide your total OVP fund requested by 3.** Remember, federal funds cannot be used for match. For additional information, refer to the instructions.

NOTE: You must TAB through the numeric fields to activate the totaling function.

PERSONNEL MATCH (Employees / volunteers of the applicant agency) Employee / Volunteer / Job Position (Full Time Equivalent)	Cash	In-Kind
Lt. Vince Gavito	\$ 15,452	\$ 0
Laurie Darmofal	\$ 3,307	\$ 0
Other positions (B. Mellons & K. Hernandez: Triage. S. Snow, E. May & R. Skrivanek: Admin)	\$ 14,903	\$
Fringe Benefits	\$ 4,724	\$
Subtotal	\$ 38,386	\$ 0
Source of Match: VAU Budget (Outlays for Gavito, Darmofal and budgeted expense for Mellons, Hernandez, Snow) + DPD Budget		

SUPPLIES AND OPERATING MATCH (Copying, rent, phone, tuition, registration fees and other items under \$5,000)	Cash	In-Kind
Vehicle Use	\$ 0	\$ 8,400
	\$	\$
Subtotal	\$ 0	\$ 8,400
Source of Match: DPD General Fund		

OTHER	Cash	In-Kind
In-State Travel Match	\$	\$
Equipment Match	\$	\$
Professional Services/Consultants Match	\$	\$
Source of Match:		

TOTAL MATCH:	\$ 38,386	\$ 8,400
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15) OVP GRANT BUDGET SUMMARY:

NOTE: This table automatically fills from other tables.

Budget Categories	OVP Funding Request	Cash Match	In-Kind Match	Totals
Personnel	\$ 140,358	\$ 38,386	\$ 0	\$ 178,744
Supplies & Operating	\$ 0	\$ 0	\$ 8,400	\$ 8,400
In-State Travel	\$ 0	\$ 0	\$ 0	\$ 0
Equipment	\$ 0	\$ 0	\$ 0	\$ 0
Professional Services/ Consultants	\$ 0	\$ 0	\$ 0	\$ 0
TOTALS	\$ 140,358	\$ 38,386	\$ 8,400	\$ 187,144

16) TOTAL AGENCY REVENUES AND EXPENSES:

NOTE: Section 16A AND 16B must be completed by non-profit, non-governmental agencies only.

NOTE: You must TAB through the numeric fields to activate the totaling function.

Section 16A: Total agency revenue and expenditures for the last completed fiscal year:

Beginning date (mm/dd/yyyy): Ending date (mm/dd/yyyy):

REVENUE	Amount	EXPENDITURES	Amount
VOCA	\$ 0	Personnel Salaries	\$
VAWA	\$ 0	Personnel Taxes	\$ 0
FVPSA / DAAP / TANF	\$ 0	Personnel Benefits	\$ 0
City Government	\$ 0	Professional Services	\$ 0
Local VALE:		Accounting Services (i.e., Payroll)	\$ 0
JD #	\$	Attorneys Fees	\$ 0
JD #	\$ 0	Translation/Interpretation Services	\$ 0
JD #	\$ 0	Equipment (copiers, fax machines, computers)	\$ 0
JD #	\$ 0	Rent / Mortgage	\$ 0
State VALE	\$ 0	Utilities	\$ 0
County Funding	\$ 0	Maintenance / Repair	\$ 0
United Way	\$ 0	Telephone	\$ 0
Corporate / Foundation Grants	\$ 0	Answering Service	\$ 0
Local Fundraising Activities / Events	\$ 0	Insurance	\$ 0
Donations	\$ 0	Fundraising Expenses	\$ 0
Client Fees	\$ 0	Audit / Financial Review	\$ 0
Investment Income	\$ 0	Staff Travel	\$ 0
State Government Funding	\$ 0	Staff, Board & Volunteer Training / Development	\$ 0
Other Federal Funds – Specify:	\$ 0	Program Supplies & Materials	\$ 0
Project Income (i.e., educational trainings/materials, etc.)	\$ 0	Office Supplies	\$ 0
SA Prevention Funds	\$ 0	Advertising	\$ 0
Other:	\$ 0	Postage	\$ 0
Other:	\$ 0	Duplication / Printing	\$ 0
Other:	\$ 0	Books & Subscriptions	\$ 0
Other:	\$ 0	Memberships	\$ 0
Other:	\$ 0	Computer Consultants	\$ 0
Other:	\$ 0	Client Services (food, motel, transportation, etc.)	\$ 0
Other:	\$ 0	Client Services	\$ 0
Other:	\$ 0	Bank / Finance Fees	\$ 0
Other:	\$ 0	Newsletter / Education	\$ 0
Other:	\$ 0	Depreciation	\$ 0
Other:	\$ 0	Other:	\$ 0
TOTAL:	\$ 0	TOTAL:	\$ 0

16) TOTAL AGENCY REVENUES AND EXPENSES – CONTINUED:**Section 16B: (Non-profit agencies only)**

Please explain the percentage of your agency's budget used for crime victim services.

N/A

17) DIVERSIFICATION OF FUNDING:

Please list all sources of funding that you have solicited or plan to solicit (government, local VALE, foundations, etc) in CY 2010. Include the time period in which these funds would be available. Indicate any funding reductions your agency experienced which will affect your revenues in CY 2010.

The Denver Police Department Victim Assistance Unit works closely with the Department's Grant Administrator to monitor funding opportunities that could benefit its programs. Although no solicitations are targeted in the immediate future, DPD's Grants Administrator communicates frequently with members of the Denver Police Foundation, the Property Confiscation Board, and hired fundraising consultants (e.g., Patton Boggs, Randall Funding). Additionally, the department receives daily notifications from federal funding agencies and from Randall Funding about potential grant opportunities that could benefit the department's programming. The department is currently exploring some fundraising initiatives with the Denver Police Foundation Board which would likely take place this summer. From initial discussions in February 2010, victim services may be a targeted area to bolster with private resources.

18) FINANCIAL MANAGEMENT:

To be eligible for federal/state funds, your agency must be able to demonstrate the ability to comply with financial requirements.

			<p>A. What is the fiscal year covered by your most recent audit or financial review? Enter start and end dates (mm/dd/yyyy): 1/1/2008 to 12/31/2008 Include one copy of your most recent audit or financial review, <i>including</i> any management report or other auditor comments in the appendix. Also, if there were findings, please attach the audit resolutions and/or corrective action plan.</p>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<p>B. Did your agency expend \$500,000 or more from combined federal sources during the fiscal year of your most recent audit? If "yes", be sure to include the A-133 Single Audit Report with your financial audit.</p>
			<p>C. Please respond to the following questions about whether your accounting system meets the criteria for managing federal/state grant funds. (These questions cover areas that will be monitored by DCJ staff. They are not intended to be all inclusive and do not substitute for the agency's responsibility to meet all federal and state requirements for these grant funds.)</p>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Does your accounting system separate ALL revenues and expenditures by funding source?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Does your system track revenues and expenditures for each grant award separately through a sub-ledger system?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Does your system allow expenditures to be classified by the broad budget categories listed in the budget in your application, i.e. Personnel, Supplies and Operating, Travel, Equipment and Professional Services?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Do you reconcile sub-ledgers to your general ledger at least monthly?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Do you mark your invoices with the grant number?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Do you maintain time sheets, signed by the employee and supervisor for each employee paid by DCJ grant funds?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	Does your accounting system have the ability to clearly identify the funds and amount used as a cash match?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	If you will be using in-kind match such as volunteer hours, can you clearly document how you will keep track of the match that you will be reporting on your quarterly financial report?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Do you have written financial policies and procedures in place?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Do you have accounting internal controls in place, such as separation of duties, two signatures on certain checks, reconciliations or other reviews?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	Are you able to ensure that you will not be using these grant funds to provide services that will be paid by Victim Compensation?
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A	Will this grant funded project generate income?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Will you use your accounting system data to prepare your quarterly financial reports for DCJ?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Will you reconcile your accounting system data with your quarterly financial reports for DCJ?

D. If you answered NO to any of the questions above, please provide an explanation.

19) PROSECUTION, LAW ENFORCEMENT AND COURTS AGENCIES ONLY:

If you are NOT a prosecution, law enforcement or courts agency, skip to question #20.

Prosecution, law enforcement and courts agencies must consult with victim services agencies in developing their grant applications to ensure that the proposed activities are designed to promote safety, confidentiality, and economic independence of victims. This includes victim services projects *within* prosecution, law enforcement, and courts agencies. **Check, if appropriate.**

Prosecution Agency Law Enforcement Agency Courts Agency

If checked, indicate below which victim services agencies were consulted in developing this application:

Agency Name	Agency Contact & Phone Number	Describe the Consultation Process (See instructions)
Denver Domestic Violence Coordinating Council (DDVCC)	Dora Lee Larson 303-522-0932	DPD VAU has an ongoing partnership with DDVCC and meets with them daily through the Triage project. Ms. Larson was originally involved in the project design and is in support of this project.
Denver Domestic Violence Triage Project (DDVTP)	Pat Breslin 720-913-9234	The multidisciplinary Triage Team meets each workday (10 hours per week) and allows VAU to interact daily with DPD Investigators, Probation, City Attorney, District Attorney, SafeHouse and other nonprofits. The VAU is able to discuss its DV initiatives with this group daily.
Denver District Attorney's Office Family Violence Early Intervention Program	Margaret Abrams 303.913.9080	Our entities are in constant contact about our Domestic Violence initiatives. This project has outcomes specific to the DA's Office and so was designed with input and feedback from their office. Grants Administrators from both offices discussed our proposals at a meeting on 2/24.

20) COMMUNITY COORDINATION:

List three agencies with which your project staff will be coordinating most frequently. DCJ reserves the right to contact the agencies listed.

Agency Name	Agency Contact & Phone Number	Describe Coordination of Activities (See instructions)
Denver Domestic Violence Coordinating Council (DDVCC)	Dora Lee Larson 303-522-0932	VAU staff will work daily with DDVCC staff via the Triage project. Victims served through this project can be referred for longer-term support an assistance to DDVCC.
Denver Domestic Violence Triage Project (DDVTP)	Pat Breslin 720-913-9234	As stated, VAU works with the joint Triage project each day for a total of 10 hours weekly. Victims served through the DPD Patrol Project will be directly impacted through the immediate review of cases and coordination of outreach efforts via the Triage Team.
Denver District Attorney's Office Family Violence Early Intervention Program	Margaret Abrams 303.913.9080	This entity is also part of the Triage team and will help to ensure that domestic violence victims are connected to resources as quickly as possible.

21) MEMORANDUMS OF UNDERSTANDING OR AGREEMENT:

If you have active memorandums of understanding or agreement that are relevant to this request, list the name of the agency and briefly describe the terms of the agreement. Do not attach the memorandums to the application, but have available upon request.

Agency	Terms of Agreement
Denver Domestic Violence Coordinating Council (DDVCC)	This MOU outlines ongoing referrals to DDVCC and a commitment to cross-train our respective agency's staff.
Asian Pacific Development Center	This MOU also addresses cross-training for agency staff and ongoing referrals.
Denver Domestic Violence Triage Project	This multi-agency MOU outlines the role of each entity involved. The agreement outlines VAU's commitment for referrals, home visits, and to the daily case review process.

22) VRA:

Please list the date of the last VRA training that was provided to your program staff (mm/dd/yyyy):

10/1/2009

Name and Title of the individual who provided the training?

Scott Snow, Director of DPD Victim Assistance Unit

23) VICTIM'S COMPENSATION:

Please list the date of the last Victim's Compensation training that was provided to your program staff (mm/dd/yyyy):

10/1/2009

Name and Title of the individual who provided the training?

Linda Ferry, Director of Victims Compensation, 2nd Judicial District

CHECK BELOW TO INDICATE WHICH CATEGORY BEST DESCRIBES YOUR AGENCY:

- Inter-Governmental Grant
 Grant to a Colorado State Agency (Section A does not apply)
 Grant to a Unit of Local Government, Tribal Government, or Special District.
 Grant to a Non-Profit, Private Organization (Non-Governmental)

The applicant certifies by signing that the project described in this application meets all the requirements of the applicable governing legislation as indicated below; that all information contained in the application is correct; that there has been appropriate coordination with affected agencies; and, that the applicant will read, understand and comply with all provisions of the governing legislation and all other applicable federal and state laws, rules and regulations that have been or may hereafter be established. The applicant further understands and agrees that any subgrant award received as a result of this application shall be subject additionally to the grant conditions set forth in the Statement of Grant Award, and in the current applicable Administrative Guide of the Division of Criminal Justice.

GOVERNING LEGISLATION FOR THIS GRANT PROGRAM:

Violence Against Women Act Funds (VAWA). From the United States Department of Justice, Office of Justice Programs, under federal statutory authority 42 U.S.C., Chapter 46, Section 3711, *et seq.*, as amended, and under applicable program rules and regulations established by the federal program office.

A. STANDARD STATE SPECIAL PROVISIONS

Revised 1-1-09

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This subgrant award shall not be valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY.

No term or condition of this subgrant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671, *et seq.* as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR.

(THIS PROVISION IS NOT APPLICABLE TO GRANTS TO COLORADO STATE AGENCIES):

THE SUBGRANTEE AGENCY SHALL PERFORM THE DUTIES FUNDED UNDER THIS GRANT AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF THE STATE. NEITHER THE SUBGRANTEE AGENCY NOR ANY AGENT, SUB-CONTRACTOR, OR EMPLOYEE OF THE SUBGRANTEE AGENCY SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE BY VIRTUE OF THIS SUBGRANT. SUBGRANTEE AGENCY SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID PURSUANT TO THIS GRANT. SUBGRANTEE AGENCY ACKNOWLEDGES THAT THE SUBGRANTEE AGENCY AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE SUBGRANTEE AGENCY OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. SUBGRANTEE AGENCY SHALL NOT HAVE AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. IF

THIS GRANT PROVIDES FUNDS FOR ANY PERSONAL SERVICES, SUBGRANTEE AGENCY SHALL PROVIDE AND KEEP IN FORCE WORKERS COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW AND SHALL BE SOLELY RESPONSIBLE FOR ITS ACTS OF ITS EMPLOYEES, INDEPENDENT SUB-CONTRACTORS AND AGENTS.

5. COMPLIANCE WITH LAW.

The Subgrantee Agency 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.

6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this subgrant. Any provision included or incorporated herein by reference, which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this subgrant, to the extent capable of execution.

7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this subgrant award or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. (Governor's Executive Order D 002 00)

State or other public funds payable under this subgrant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The Subgrantee Agency hereby certifies and warrants that, during the term of this subgrant and any extensions, the Subgrantee Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Subgrantee Agency is in violation of this provision, the State may exercise any remedy available at law or equity or under this Subgrant, including, without limitation, immediate termination of the Subgrant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST CRS §§24-18-201 & CRS 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this subgrant award. The Subgrantee Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subgrantee Agency's services and Subgrantee Agency shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) & CRS 24-30-202.4 [Not applicable to intergovernmental grants]

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. FEDERAL FUNDING.

This subgrant is subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

12. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] The Subgrantee Agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this subgrant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this subgrant, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), the Subgrantee Agency shall not knowingly employ or contract with an illegal alien to perform work under this subgrant or enter into a contract with a subcontractor that fails to certify to the Subgrantee Agency that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this subgrant. The Subgrantee Agency (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this subgrant is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if the Subgrantee Agency has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this subgrant, (c) shall terminate the subgrant if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If the Subgrantee Agency participates in the Department program, the Subgrantee Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that the Subgrantee Agency has examined the legal work status of such employee, and

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comply with all of the other requirements of the Department program. If the Subgrantee Agency fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, Institution of Higher Education or political subdivision may terminate this subgrant for breach and, if so terminated, the Subgrantee Agency shall be liable for damages.

- 13. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Subgrantee Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this subgrant.

B. GRANT REQUIREMENTS

1. FINANCIAL & ADMINISTRATIVE MANAGEMENT

- a. The Subgrantee Agency 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 Subgrantee Agency assures that it will comply with the provisions of the current applicable Administrative Guide of the Division of Criminal Justice which is hereby incorporated by reference. However, such a guide cannot cover every foreseeable contingency, and the Subgrantee Agency is ultimately responsible for compliance with applicable state and federal laws, rules and regulations.

2. PAYMENT & REPORTING

- a. The Division of Criminal Justice will pay the Subgrantee Agency the reasonable and allowable costs of performance, in accordance with current Colorado State Fiscal Rules, not to exceed the amount specified herein as the Total Award Amount, as identified in the Statement of Grant Award.
- b. The Division's requirements for invoice cost reporting submissions are contained in the DCJ Form 3 - Cash Request Procedures, and DCJ Form 1-A - Subgrant Financial Report, which are hereby incorporated by reference.
- c. The Subgrantee Agency assures that it shall maintain data and information to provide accurate quarterly program narrative and financial reports to the Division. Said reports shall be provided in such form and contain such data and information as the Division of Criminal Justice reasonably requires to administer the program.
- d. The Subgrantee Agency assures that quarterly financial and narrative reports shall be submitted within 15 days of the end of each calendar quarter and shall be current and actual.
- e. The Subgrantee Agency further assures that final financial and narrative reports shall be submitted on the forms provided by the Division of Criminal Justice within 45 days of the end date of the subgrant.
- f. The Division reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications which do not change the total amount of the Grant Award. The Division's requirements for such grant adjustments are contained in the procedures for DCJ Forms 4A, 4B, 4C, and 4D, which are hereby incorporated by reference.
- g. The Division may withhold payment in the event the Subgrantee Agency fails to comply with conditions, including all financial reporting requirements and certifications contained in this grant award.

3. PROCUREMENT AND CONTRACTS

- a. The Subgrantee Agency 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 Division of Criminal Justice.
- b. The Subgrantee Agency assures that no contract or agreement will be made for execution of project activities or provisions of services (other than purchase of supplies or standard commercial or maintenance services) that is not incorporated in the approved application or approved in advance by the Division of Criminal Justice.
- c. The Subgrantee Agency assures that contractors/vendors who assist the Subgrantee Agency to develop specifications, requirements, statements of work and/or Request For Proposal for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
- d. The Subgrantee Agency assures that where activities supported by this subgrant produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the following requirements apply:

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- i. The Division of Criminal Justice reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: The copyright in any work developed under an award or subaward; and 2) Any rights of copyright to which a recipient or subrecipient purchases ownership with support.
- ii. If any program produces patentable items, patent rights, processes or inventions, in the course of work sponsored by the Federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency, Division of Criminal Justice. The awarding agency shall determine whether protection on the invention or discovery shall be sought. The awarding agency will also determine how rights in the invention or discovery (including rights under any patents issued thereon) shall be allocated and administered in order to protect the public interest pursuant to published Presidential and government memorandums and guidelines, and the regulations promulgated by the Department of Commerce in 37 CFR Part 401.
- iii. When issuing statements, press releases, requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, all Subgrantee Agencies must clearly:
 - a) State the percentage of the total cost of the program or project, which will be financed with this grant money;
 - b) State the dollar amount of state or federal funds for the project or program;
 - c) Use the phrase-"This project was supported by federal grant # _____, issued by the Colorado Division of Criminal Justice."
- e. The Subgrantee Agency may not assign its rights or duties under this grant without the prior written consent of the Division of Criminal Justice.

4. AUDIT, RECORD-KEEPING, AND MONITORING/INSPECTION

- a. The Subgrantee Agency assures that it will procure an audit or financial review, incorporating this subgrant, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. If the agency expends more than \$500,000 per year in combined federal funds, a Single Audit must be conducted in accordance with OMB Circular A-133 (Audits of States, Local Governments, and non-profit organizations). If the agency expends less than \$500,000 per year in combined federal funds, the following policy applies: Agencies with total annual revenue from all sources of \$200,000 or more shall procure a financial audit; a financial review shall not be sufficient to meet this requirement. Agencies with total annual revenue of less than \$200,000 shall procure either a financial review or financial audit.
 - i. At such time as the audit or financial review is completed, ONE COPY OF THE REPORT, INCLUDING THE CORRESPONDING MANAGEMENT LETTER, MUST BE FORWARDED TO THE DIVISION OF CRIMINAL JUSTICE for clearance. The audit or financial review incorporating this subgrant must be completed and received within 12 months of the end of the fiscal years that includes the end date of the grant.
 - ii. The Subgrantee Agency 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:
 - a) does not meet the applicable A-133 or DCJ standards;
 - b) is not submitted in a timely manner; or,
 - c) does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.
- b. The Subgrantee Agency assures that:
 - i. It will retain all project records, as will facilitate an effective audit, for seven years after the end of the state fiscal year that includes the end date of the grant. (For example if the grant ended 9/30/2001, the state FY would be July 1, 2001-June 30, 2002. The files could be destroyed after 6/30/2009); except,
 - ii. If an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily, then records must be retained beyond the seven-year period until such issues are resolved.
- c. The Subgrantee Agency assures that it will keep copies of all documents, correspondence, and required receipts related to this subgrant in a separate file bearing the project title and grant number.
- d. The Division may periodically request submission of supporting financial and programmatic documentation, subcontracts, general and sub-ledgers for the purpose of monitoring compliance with the grant award via desk review, or in preparation for an on-site monitoring visit. Routine or special on-site visits may be conducted at the subgrant agency, and at the location of any collaborating entities, for the same purpose. Subgrantee Agencies will be notified in advance of any on-site monitoring visit.
- e. The Subgrantee Agency assures that the Division of Criminal Justice, Colorado Department of Public Safety, and any representatives of the Office on Violence Against Women (OVW) and/or the Office of the Chief Financial Officer (OCFO), shall have access for purposes of monitoring, audit and examinations to any bonds, documents, papers and records of the Subgrantee Agency and to relevant books and records of subcontractors of the Subgrantee

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Agency. It is the responsibility of the Subgrantee Agency to notify any of its project collaborators and subcontractors of these provisions.

- f. The Subgrantee Agency assures that signatories of the application and subgrant award and personnel employed through this subgrant will appear when requested at any administrative hearing, monitoring site visit, conference or meeting conducted by the Division of Criminal Justice.

5. COLORADO VICTIM RIGHTS ACT (Applies to Government Agencies only)

The Subgrantee Agency assures that the application signatories, all staff and all volunteers assigned to the funded project have read and understand the rights afforded to crime victims pursuant to § 24-4.1-302.5 C.R.S., and the services delineated pursuant to §§ 24-4.1-303 and 24-4.1-304 C.R.S., commonly known as the Victim Rights Act, and enabling legislation.

6. TERMINATION or REDUCTION IN GRANT AWARD

The Division will monitor the performance of the Subgrantee Agency against goals and performance standards as found in the application required herein. The Division will provide reasonable assistance to the Subgrantee Agency in the development of project goals, performance standards and subgrant requirements. Any determination of substandard performance on the part of the Subgrantee Agency shall be within the discretion of the Division, based upon the Division's review of the terms and conditions of the Grant Award, the application and project summary, the grant terms and assurances, and the requirements of applicable law. Substandard performance, as determined by the Agency, shall constitute non-compliance, which may result in termination for cause, or reduction of the Grant Award for cause, as follows:

- a. Reduction In Grant Award Amount for Cause
 - i. The Division may reduce the total Statement of Grant Award amount for cause, without compensation for reduction costs.
 - ii. If the state reduces the grant amount for cause, it will first give ten (10) days written notice to the Subgrantee Agency, stating the reasons for reduction, steps taken to correct the problems, and the date the subgrant award amount will be reduced in the event problems have not been corrected to the satisfaction of the Division.
 - iii. In the event this grant is reduced for cause, the Division will only reimburse the Subgrantee Agency for acceptable work or deliverables received up to the date of reduction.
 - iv. In the event this grant is reduced for cause, final payment to the Subgrantee Agency may be withheld at the discretion of the Division until completion of final Division review.
- b. Termination for Convenience:
 - i. Either party may terminate the grant with thirty days written notice of intent to cancel or terminate.
 - ii. If the grant is terminated for convenience by either the Subgrantee Agency or the state, the Subgrantee Agency shall be paid the necessary and allowable costs incurred through the date of termination, but not exceeding a prorated amount based on the number of days of project operation prior to the date of termination.
- c. Termination for Cause:
 - i. The Division may terminate the grant for cause without compensation for termination costs.
 - ii. If the state terminates the grant for cause, it will first give ten (10) days written notice to the Subgrantee Agency, stating the reasons for termination, steps taken to correct the problems, and the date the subgrant will be terminated in the event problems have not been corrected to the satisfaction of the Division.
 - iii. In the event this grant is terminated for cause, the Division will only reimburse the Subgrantee Agency for acceptable work or deliverables received up to the date of termination.
 - iv. In the event this grant is terminated for cause, final payment to the Subgrantee Agency may be withheld at the discretion of the Division until completion of final Division review.
- d. Any equipment purchased under this grant would revert, at the option of the Division, to the Division of Criminal Justice upon termination of the grant for any of the above reasons.

7. ORDER OF PRECEDENCE

Any inconsistency or conflict in this grant shall be resolved by giving precedence in the following order: (a) Supplemental Provisions for the Federal Funding Accountability and Transparency Act of 2006 (FFATA), (b) Special Provisions and Certified Assurances, (c) Statement of Grant Award, and (d) the final approved Subgrant Application.

8. DISPUTE RESOLUTION (THIS PROVISION APPLIES ONLY TO INTERAGENCY AGREEMENTS):

Any failure of either party to perform in accordance with the terms of this agreement shall constitute a breach of the agreement. Any dispute concerning the performance of this agreement which cannot be resolved at the divisional level shall be referred to superior departmental management staff designated by each department. Failing resolution at that level, disputes shall be presented to the executive directors of each department for resolution. Failing resolution by the executive

directors, the dispute shall be submitted in writing by both parties to the State Controller, whose decision on the dispute will be final.

C. FEDERAL CERTIFIED ASSURANCES

1. FEDERAL PUBLIC POLICY ASSURANCES

- a. The Subgrantee Agency hereby agrees that it will comply, and all of its contractors will comply with the applicable provisions of:
 - i. Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - ii. The Juvenile Justice and Delinquency Prevention Act and/or the Victims of Crime Act, as appropriate;
 - iii. All other applicable Federal laws, orders, circulars, regulations or guidelines.
- b. The Subgrantee Agency hereby agrees that it will comply, and all of its contractors will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including:
 - i. Part 18, Administrative Review Procedure;
 - ii. Part 22, Confidentiality of Identifiable Research and Statistical Information;
 - iii. Part 23, Criminal Intelligence Systems Operating Policies;
 - iv. Part 30 Intergovernmental Review of Department of Justice Programs and Activities;
 - v. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services;
 - vi. Part, 38, Equal Treatment for Faith Based Organizations;
 - vii. Part 42 Nondiscrimination/Equal Employment Opportunity Policies and Procedure;
 - viii. Part 61 Procedures of Implementing the National Environmental Policy Act;
 - ix. Part 63 Floodplain Management and Wetland Protection Procedures; and,
 - x. Federal Laws or regulations applicable to Federal Assistance Programs.

2. FINANCIAL & ADMINISTRATIVE MANAGEMENT

- a. The Subgrantee Agency assures that it will comply with appropriate federal cost principles and administrative requirements applicable to grants as follows:
 - i. For state, local or Indian tribal government entities;
 - a) 2 CFR Part 225, *Cost Principles for State, Local & Indian Tribal Governments (codified at 28 CFR Part 66, by reference and (formerly known as OMB Circular A-87)*
 - b) OMB Circular A-102, *Common Rule-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*
 - c) 28 CFR 66, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*
 - ii. For non-profit organizations;
 - a) 2 CFR Part 230, *Cost Principles for Non-Profit Organizations (formerly known as OMB Circular A-122)*
 - b) 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations (codified at 28 CFR Part 70 and formerly known as OMB Circular A-110)*
 - c) 28 CFR 70, *Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations*
 - iii. For colleges and universities;
 - a) 2 CFR Part 220, *Cost Principles for Educational Institutions (codified at 28 CFR Part 66, by reference and formerly known as OMB Circular A-21)*
 - b) 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations (codified at 28 CFR Part 70 and formerly known as OMB Circular A-110)*
 - c) 28 CFR 70, *Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations*
 - iv. For each agency spending more than \$500,000 per year in federal funds from all sources;
 - a) OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*
- b. The Subgrantee assures that it will comply with the provisions of the U.S. Department of Justice, Office of the Chief Financial Officer, Office of Justice Programs, Financial Guide for Grants, current edition. (For practical purposes, the requirements pertinent to the management of these funds have been extracted from the above documents and are contained in the current applicable Administrative Guide of the Division of Criminal Justice, which is hereby incorporated by reference. However, such a guide cannot cover every foreseeable contingency, and the Subgrantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations.)

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3. NON-SUPPLANTING OF FUNDS

- a. The Subgrantee Agency certifies that any required matching funds used to pay the non-federal portion of the cost of this subgrant are in addition to funds that would have otherwise been made available for the purposes of this project.
- b. The Subgrantee Agency certifies that federal funds made available under this grant:
 - i. Will not be used to supplant state or local funds;
 - ii. Where there is a reduced or unchanged local investment, then the Subgrantee Agency shall give a written explanation demonstrating that the Subgrantee Agency's reduced or unchanged commitment would have been necessitated even if federal financial support under this federal grant program had not been made available.

4. PROHIBITIONS ON LOBBYING WITH FEDERAL FUNDS *(Subgrantee Agencies receiving \$100,000 or more in total federal funds per year. See 28 CFR Part 69.)*

The prospective Subgrantee Agency certifies, by submission of this proposal, that:

- a. No federal funds received through this subgrant will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement; and,
- b. If any funds other than funds through this subgrant will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this subgrant, the prospective Subgrantee Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION *(Subgrantee Agencies receiving \$100,000 or more in total federal funds per year. See, 28 CFR Part 67.)*

The prospective Subgrantee Agency certifies, by submission of this proposal, that neither it nor its principals, subcontractors or suppliers:

- a. Are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (5)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e. Where the prospective Subgrantee Agency is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

6. CERTIFICATION REGARDING DRUG FREE WORKPLACE *(See, 28 CFR Part 67, Subpart F.)*

The prospective Subgrantee Agency certifies, by submission of this proposal, that it will comply with the Drug Free Workplace Act of 1988, as implemented at 28 CFR Part 67, Subpart F.

7. CIVIL RIGHTS COMPLIANCE *(See, 28 CFR Part 42.)*

- a. Upon award, each Subgrantee Agency will be provided DCJ's Form 30, entitled "Certification of Compliance with Regulations Regarding Federal Civil Rights Requirements and Equal Employment Opportunity Plans (EEO), and will be required to do the following:
 - i. The Project Director must submit the form to the Subgrantee Agency's Authorized Official for this grant;
 - ii. The Authorized Official must review the form in conjunction with subgrant agency personnel responsible for reporting civil rights findings of discrimination;
 - iii. The Authorized Official must accurately complete the required information and provide all information requested;
 - iv. The Authorized Official must provide an original signature on the form as indicated; and,
 - v. The DCJ 30 Form with original signature must be returned to the Division with the Statement of Grant Award (SOGA).
- b. Any subgrant agency findings of discrimination must be reported to the Division of Criminal Justice within 45 days of receipt of this grant award, and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

8. NON-DISCRIMINATION

The following federal non-discrimination cites apply in particular: the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et. seq.* and Department of Justice Regulations on Disability Discrimination, 28 CFR Part 35 and Part 39; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations, 41 CFR Part 60.1 *et. seq.*, as applicable to construction contracts.

9. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) AND NATIONAL HISTORIC PRESERVATION ACT (NHPA) COMPLIANCE (42 USC §§4321-4370 and 16 USC §470)

- a. The Subgrantee Agency agrees to assist the Division of Criminal Justice and the Office of Justice Programs, U.S. Department of Justice, in complying with the National Environmental Policy Act, the National Historic Preservation Act (NHPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the Subgrantee Agency or by a subcontractor. As long as the activity needs to be undertaken in order to use these grant funds, this NEPA requirement first must be met whether or not the activities listed below are being specifically funded with these grant funds. The activities covered by this special condition are:
 - b. New construction;
 - c. Minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places, or located within a 100-year flood plain;
 - d. Renovation, lease or any other proposed use of a building or facility that will either result in a change in its basic prior use, or significantly change its size.
 - e. Implementation of a new program involving the use of chemicals other than chemicals that are either purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational or educational environments.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (This provision applies only to entities that provide medical care and treatment)

The Subgrantee Agency acknowledges that it is a covered health care provider under the Health Insurance Portability and Accountability Act, 42 U.S.C. 1320d-1320d-8, and its implementing regulations and agrees to comply with the requirements of HIPAA concerning any uses and disclosures of protected health information.

11. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Government Entities Only)

The prospective Subgrantee Agency certifies, by submission of this proposal, that it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

12. Political Activity of Certain State and Local Employees (5 U.S.C. §§ 1501-08 and §§ 7324-28 – applies to Government Entities Only)

The prospective Subgrantee Agency certifies, by submission of this proposal, that it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or part by federal assistance.

13. REPORTING FRAUD, WASTE, ERROR AND ABUSE

Each Subgrantee Agency must promptly refer to the Department of Justice, Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to the U.S. Department of Justice, Office of the Inspector General (OIG) by:

- a) mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530;
- b) email: oig_hotline@usdoj.gov;
- c) hotline: (contact information in English and Spanish): (800) 869-4499; or
- d) hotline fax: (202) 616-9881.

D. PROGRAM SPECIFIC REQUIREMENTS

The following program specific requirements are imposed by the Federal or State sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements which must be passed on to subgrant award recipients. These requirements are more likely to change from year to year than the special provisions and federal certified assurances shown above, and usually vary across offices within the Division.

1. The capacity for VAWA funds to provide future continuation dollars for projects is undetermined at this time. Subgrantee Agencies are advised to seek other funding sources, especially for personnel dollars.
2. The Subgrantee Agency certifies that the signing authorities, all staff and volunteers assigned to the VAWA-funded project have read state laws and applicable rules of professional conduct related to issues of confidentiality and privilege, particularly with respect to releasing identifying information about victims of crime, including but not limited to, those found in Section 13-90-107, C.R.S.
3. The Subgrantee Agency certifies that the signing authorities, all staff and volunteers assigned to the VAWA-funded project understand that disclosure of personally identifying information about victims served with VAWA funds is prohibited without a written release, court order or statutory requirement.
4. The following activities cannot be conducted under the OVW federal action: Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Under the S.T.O.P. Violence Against Women Act Reauthorization (42 U.S.C. 3799gg – (d)(4), prosecution, law enforcement and courts applicants must consult with local, nonprofit, non-governmental victim services programs in developing their application to ensure that the proposed activities are designed to promote safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.
6. All materials and publications (written, visual or sound) resulting from subgrant award activities shall contain the following statements: “This project was supported by subgrant no. _____, awarded by the Colorado Department of Public Safety, Division of Criminal Justice – administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women”.
7. The subgrantee understands that approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to the Division of Criminal Justice, Office for Victims Programs, prior to obligation or expenditure of such funds. The detailed justification will then be submitted to the Office on Violence Against Women for review, if required.
8. Pursuant to 28 CFR §§ 66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
 - (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
 - (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.

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

E. GENERAL PROVISIONS

1. INDEMNIFICATION.

a. To the extent authorized by law, the Subgrantee Agency shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Subgrantee Agency, or its employees, agents, subcontractors, or assignees pursuant to the terms of this subgrant award. The Subgrantee, by execution of this grant containing the indemnification clause, does not waive the operation of any law concerning the parties' ability to indemnify.

The City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the City.

FOR GRANTS TO STATE AGENCIES AND HIGHER EDUCATION ONLY:

b. A self-insured, Subgrantee state Agency agrees that its Self-Insurance Program shall BE RESPONSIBLE FOR any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Subgrantee Agency, or its employees, agents, subcontractors, or assignees pursuant to the terms of this subgrant award.

2. STATEWIDE CONTRACT MANAGEMENT SYSTEM

[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Subgrantee hereunder is \$100,000 or higher]

By entering into this subgrant, Subgrantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Subgrantee performance shall be evaluated in accordance with the terms and conditions of this subgrant. State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Subgrantee's performance shall be part of the normal contract administration process and Subgrantee's performance will be systematically recorded in the statewide Contract Management System, Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Subgrantee's obligations under this subgrant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Project Plan of this subgrant. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Project Plan and a final review and rating shall be rendered within 30 days of the end of the Subgrant term. Subgrantee shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that the Subgrantee demonstrated a gross failure to meet the performance measures established under the Project Plan, the Executive Director of the Colorado Department of Personnel and

Administration (Executive Director), upon request by the Colorado Division of Criminal Justice, and showing of good cause, may debar Subgrantee and prohibit Subgrantee from bidding on future contracts. Subgrantee may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Subgrantee, by the Executive Director, upon showing of good cause.

3. The Subgrantee Agency shall comply with all applicable revisions or additional requirements that may be imposed by law and any future state and federal guidance including clarifications of requirements. Any revisions to such provisions or regulations shall automatically become a part of these Special Provisions and Certified Assurances, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to the Subgrantee Agency of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. CORA Disclosure

To the extent not prohibited by federal law, this subgrant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As
Amended
As of 10-15-10

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. "Award" means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;

1.1.2. Contracts;

1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.4. Loans;

1.1.5. Loan Guarantees;

1.1.6. Subsidies;

1.1.7. Insurance;

1.1.8. Food commodities;

1.1.9. Direct appropriations;

1.1.10. Assessed and voluntary contributions; and

1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

1.1.12. Technical assistance, which provides services in lieu of money;

1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.14. Any award classified for security purposes; or

1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. "Central Contractor Registration (CCR)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.bpn.gov/ccr>.

1.3. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.4. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.5. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.

1.6. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;

1.6.1. A governmental organization, which is a State, local government, or Indian Tribe;

1.6.2. A foreign public entity;

1.6.3. A domestic or foreign non-profit organization;

1.6.4. A domestic or foreign for-profit organization; and

1.6.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.7. "Executive" means an officer, managing partner or any other employee in a management

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position.

1.8. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.

1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”

1.10. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.

1.11. “Subaward” means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.12. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.

1.13. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s Central Contractor Registration (CCR) profile, if applicable.

1.14. “Supplemental Provisions” means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.

3.1. CCR. Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update the CCR information at least annually after the initial registration, and more frequently if required by changes in its information.

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3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. Total Compensation. Contractor shall include Total Compensation in CCR for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and

4.2. In the preceding fiscal year, Contractor received:

4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting. Contractor shall report data elements to CCR and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. Effective Date and Dollar Threshold for Reporting. The effective date of these supplemental provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To CCR. A Subrecipient shall register in CCR and report the following data elements in CCR *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in CCR.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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1.

SIGNATURE PAGE ->>>> TO BE COMPLETED BY ALL APPLICANTS

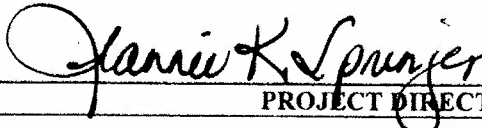
(ORIGINAL SIGNATURES REQUIRED - Please sign in BLUE ink. See instructions for description of proper signatories.)

The Subgrantee Agency and responsible signatories certify by signing that they have read the Application including the Special Provisions and Certified Assurances, and are fully cognizant of their duties and responsibilities for this project. The Subgrantee Agency understands and agrees that any subgrant award received as a result of this application shall incorporate by reference the information contained herein. Responsibility for narrative and fiscal reporting requirements are delegated to the designated Project Director, who will sign all such reports. This delegation is for purposes of reporting to the Division and for operational ease, and in no way limits the authority and responsibility of the Authorized Official. In accordance with the Colorado Revised Statutes 24-72-202.6, information supplied in this application is considered a public record. The City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the City.

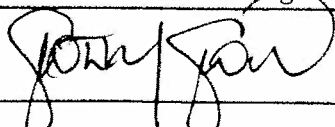
AUTHORIZED OFFICIAL

Name	Michael B. Hancock	
Position	Mayor	
Agency	City and County of Denver	
Mailing Address	1437 Bannock Street, Room 350	
City, State, Zip	Denver, CO 80202	
Telephone #	720 .865.9090	
Fax #	720.865.8787	
E-mail Address	milehighmayor@denvergov.org	
Signature		Date 10/19/11

FINANCIAL OFFICER

Name	Jeannie K. Springer	
Position	Director of Finance	
Agency	Denver Police Department	
Mailing Address	P.O. Box 40098	
City, State, Zip	Denver, CO 80204	
Telephone #	720.913.6587	
Fax #	720.913.7024	
E-mail Address	jeannie.springer@denvergov.org	
Signature		Date 10/18/11

PROJECT DIRECTOR

Name	Scott M. Snow	
Position	Director, Victim Assistance Unit	
Agency	Denver Police Department	
Mailing Address	1331 Cherokee Street, Room 107	
City, State, Zip	Denver, CO 80204	
Telephone #	720.913.6926	
Fax #	720.913.7502	
E-mail Address	scott.snow@denvergov.org	
Signature		Date 10/13/11

DCJ FORM 30
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE COLORADO DIVISION OF CRIMINAL JUSTICE

*INSTRUCTIONS: Complete the identifying information, which is found on the Statement of Grant Award (SOGA), in the table below. Read the form completely, **identifying the person responsible for reporting civil rights findings; and checking only the one certification under "II" that applies to your agency.** Have your Authorized Official sign at the bottom of page 2, forward a copy to the person you identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.*

Grant # 10-VW-2-32	Grant Project Title: Domestic Violence Patrol Project (2012)	
Subgrantee Name (Funded Entity): City and County of Denver, Denver Police Department		
Address: P.O. Box 40098; Denver, CO 80204		
Duration: Beginning date: 1/1/2012	End date: 12/31/2012	Award: \$ 140,358
Project Director's Name & Phone #: Scott Snow, 720.913.6926		

Person responsible for reporting civil rights findings of discrimination: (Name, address & phone)

Chris Lujan, Interim Director of Career Service Authority (or his designee)
 202 West Colfax Avenue, Room 412; Denver, CO 80202 720.913.5686

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF SUBGRANT RECIPIENTS: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B, or C below) that applies to this subgrantee agency during the period of the grant duration noted above.

CERTIFICATION "A" [NO EEOP IS REQUIRED if (1), (2) or (3), below, apply.] This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:

- (1) is an educational, medical or non-profit organization or an Indian Tribe;
- (2) has less than 50 employees;
- (3) was awarded through this grant from the Colorado Division of Criminal Justice less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, *et seq.*

(CONTINUED ON REVERSE SIDE)

DCJ FORM 30:
CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS (Continued)

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: (Continued)

CERTIFICATION "B" (EEOP MUST BE ON FILE)


This funded entity, as a for-profit entity or a state or local government having 50 or more employees, is receiving, through this grant from the Colorado Division of Criminal Justice, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that it has been signed into effect within the last two years by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Division of Criminal Justice or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

CERTIFICATION "C" (EEOP MUST BE SUBMITTED) This funded entity, as a for-profit entity or a state or local government having 50 or more employees, is receiving, through this grant from the Colorado Division of Criminal Justice, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 60 days of the award, an EEOP or an EEOP Short Form to the U.S. Department of Justice, Office for Justice Programs, Office for Civil Rights that will include a section specifically analyzing the subgrantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)
attached

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.


[Authorized Official's signature]

10/19/11
[Date]

Michael B. Hancock
[Typed Name]

Mayor
[Title]

* * * * *

This original signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above. DCJ will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.



U.S. Department of Justice

Office of Justice Programs

Office for Civil Rights

Washington, D.C. 20531

March 15, 2011

Rebecca Skrivanek
Denver Police Department
1331 Cherokee Street
Denver, CO 80204-2720

Re: EEOP for the Denver Police Department

Dear Ms. Skrivanek:

The Office for Civil Rights, Office of Justice Programs, has reviewed and approved the EEOP Short Form that you submitted in accordance with the provisions of your current grant awards. The plan that you submitted conforms to the online Seven-Step Guide to the Design and Development of an Equal Employment Opportunity Plan, which provides the essential information that the Department of Justice requires for our initial screening of your EEOP. The Department of Justice regulations for developing a comprehensive EEOP may be found at 28 CFR § 42.301 *et seq.* Your approved plan is effective for two years from the date of this letter, and satisfies the EEOP requirement for any subsequent grant awards received during the two-year period.

If you have any questions regarding this matter, please contact the Office for Civil Rights at (202) 307-0690.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston, Director
Office for Civil Rights