

COMPETITIVE

**Grant Agreement
State of Alaska Department of Health & Social Services (DHSS)
Denali Commission Funds
Federal Fiscal Year 2004**

Financial Assistance Award: 0136-DC-2004-122	Grant #: 06-4-C- 5018	Period of Performance: December 31, 2007
	Award Amount: \$130,000	Location of Project:

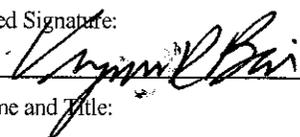
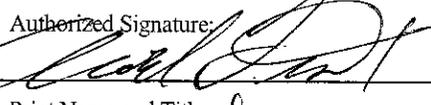
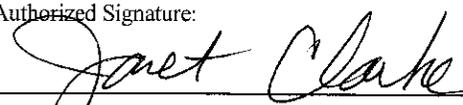
GRANTEE (Name & Address)	DEPARTMENT
Safe and Fear Free Environment Inc. PO Box 94 Dillingham, Alaska 99576	Department of Health and Social Services Finance and Management Services/Facilities Section PO Box 110650 Juneau, Alaska 99811-0650
Contact Person: Virginia R. (Ginger) Baim, Executive Director Telephone: (907)-842-2320	DHSS Contact Person: Michael Frawley, Grant Administrator II Telephone: (907) 465-3942

Grant Award:

The Department of Health and Social Services, hereafter referred to as the GRANTOR, has awarded \$130,000 from the grant funds appropriated through the Denali Commission in FY04, as described in RPL 064-0245, to Safe and Fear Free Environment Inc., hereafter referred to as GRANTEE, for construction of a new 576sq ft addition to the domestic violence shelter in Dillingham.

Brief Description of Project:

The Project consists of construction of a new 576sq ft addition to the domestic violence shelter, and is located in Dillingham, Alaska. This Project is in accordance with this grant agreement and the provisions of proposal documentation submitted to the Department of Health and Social Services. A copy of the proposal is attached. All documents named here are hereby incorporated by reference as part of this grant agreement.

GRANTEE	DEPARTMENT OF HEALTH AND SOCIAL SERVICES
Authorized Signature:  Date: 1-21-04 Print Name and Title: Virginia R. (Ginger) Baim, Executive Director	Authorized Signature:  Date: 10-4-2004 Print Name and Title: <i>for</i> Larry J. Streuber, Facilities Section Chief Finance and Management Services
	Authorized Signature:  Date: 10/5/04 Print Name and Title: Janet Clarke, Assistant Commissioner Finance and Management Services

ATTACHMENT A

STANDARD PROVISIONS

ARTICLE 1. DEFINITIONS

"Grantor" means the State of Alaska Department of Health and Social Services.

"Grantee" means the Safe and Fear Free Environment Inc.

ARTICLE 2. GRANTEE STATUS

GRANTEE and any agents, employees or officers of GRANTEE act in an independent capacity and are not employees or agents of the GRANTOR in the performance of this Grant Agreement. No joint venture or partnership is formed as a result of this Grant Agreement. This Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party.

ARTICLE 3. INDEMNIFICATION

The GRANTEE shall indemnify, hold harmless and defend the GRANTOR, their officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the GRANTEE, its contractors, or anyone directly or indirectly employed by GRANTEE in the performance of this Agreement.

All actions or claims, including costs and expenses, resulting from injuries or damage sustained by any person or property arising directly or indirectly from GRANTEE's performance under this Agreement which are caused by the GRANTOR, by the GRANTEE, or by the State and the GRANTEE shall be apportioned on a comparative-fault bases. Any such joint negligence on the part of the GRANTOR or the GRANTEE must be a direct result of active involvement by the GRANTOR or the GRANTEE.

ARTICLE 4. LEGAL AUTHORITY

The GRANTEE certifies that it possesses legal authority to accept grant funds from the GRANTOR and to execute the activities described in this Grant Agreement.

ARTICLE 5. WAIVER

No provision of this Grant Agreement may be waived unless agreed to in advance by the GRANTOR in writing. The GRANTOR's failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

ARTICLE 6. RECORDS

All records related to this Agreement, including, but not limited to, documents, books, photographs, inspection reports, computerized data files, and other papers of whatever kind or description (hereinafter called "records") whether or not developed or originated by GRANTEE, which are reasonably required in the performance of, or to document the performance of this Agreement, are the sole property of the GRANTOR. GRANTEE, upon the GRANTOR's written request, shall deliver immediately all records to the GRANTOR or as the GRANTOR otherwise dictates in writing. The delivery of records to the GRANTOR shall be at the GRANTEE's expense. GRANTEE may not condition in any manner whatsoever the delivery of records. Any records that GRANTEE has retained on microfilm or otherwise condensed, GRANTEE must reproduce promptly, at no cost, upon the GRANTOR's written request.

GRANTEE shall permit any employee of the GRANTOR or any person designated by the GRANTOR, at any reasonable time during regular business hours, to examine and make audits of any and all of the records. Such persons will safeguard the confidentiality of all client records, and will not disclose financial, clinical or other personal client data to the public, or to others within the GRANTOR except as on a documented need to know basis. Such persons may, at the request of the GRANTEE, sign an affidavit to this effect.

Unless all records have been delivered to the GRANTOR, the GRANTEE shall retain all records in its possession relating to the performance of this Grant Agreement for a period of 3 years from the completion of the project or until final resolution of any audit findings, claims, or litigation related to the grant, whichever is later.

ARTICLE 7. REPORTS

The GRANTEE shall furnish the GRANTOR with such periodic reports as it may request on such forms and at such times as it may require. Such periodic reports shall pertain to the activities undertaken pursuant to this Grant Agreement, including the Quarterly Report and

the final closeout report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

ARTICLE 8. ASSIGNABILITY

The GRANTEE may not assign or delegate this Grant Agreement or any part of it, or any right to any compensation or reimbursement paid under it without the express written consent of the GRANTOR.

ARTICLE 9. FINANCIAL MANAGEMENT AND ACCOUNTING

The GRANTEE shall spend funds awarded under this grant only for the purposes specified in this Grant Agreement. The GRANTEE shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles and complies with applicable state and federal requirements. GRANTEE shall keep such other records as the GRANTOR may require. Such records shall include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The GRANTEE shall also maintain records pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

The GRANTEE shall comply with the audit requirements established by 02 AAC 45.010. The Grantee agrees to be immediately subject to the audit requirements set forth in Attachment D. The GRANTEE shall provide the GRANTOR with a copy of any audit report(s) conducted of the GRANTEE's administration of these grant funds. An audit report, provided in accordance with this article, will be submitted to the GRANTOR within 30 days of its receipt by the GRANTEE.

The GRANTEE shall maintain appropriate systems, procedures and documentation to assure its compliance with respect to audits, as specified above. The GRANTEE will take appropriate action to assure that any audits required are completed.

The GRANTEE shall repay to the GRANTOR any costs pertaining to this grant determined not to be allowable as a result of the resolution of any findings or questioned costs identified in the audits required by this article. Upon demand, the GRANTEE shall repay to the GRANTOR any disallowed costs related to a sub-grant of funds under this agreement resulting from the resolution of any audit findings. Recovery of funds from the GRANTEE shall occur within thirty (30) days of demand. Failure of the GRANTEE to repay any disallowed amounts is a breach of this grant agreement and may result in action taken by the GRANTOR as provided for under Article 18 (Noncompliance by GRANTEE).

ARTICLE 10. AMENDMENTS AND MODIFICATIONS

This Agreement, including all attachments and documents, which by reference are incorporated herein, contains the entire Agreement between the GRANTOR and the

GRANTEE. This Agreement may not be modified or amended except in writing signed by both parties and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties.

ARTICLE 11. THIRD-PARTY RELATIONSHIPS

None of the work specified in the Grant Agreement may be contracted by the GRANTEE to a third party without the prior approval of the GRANTOR. GRANTOR's approval of GRANTEE's contracting shall not create any contractual relationship between the GRANTOR and the third party. The GRANTEE shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its contracting to any third party the performance of all or any part of the work described herein.

In the event that the GRANTEE contracts for third party services, the GRANTEE will require that the third party certify that it is authorized to do business in the State of Alaska and that it has obtained the necessary bonding in an amount approved by the GRANTOR or required by applicable federal regulations.

The GRANTEE shall bind all third party contractors to each and every applicable Grant Agreement provision. Each contract with third parties for work to be performed under this Grant Agreement shall specifically include a provision indemnifying the GRANTOR against damages or claims for damages arising from the third-party's performance or activities under its contract with GRANTEE.

ARTICLE 12. CONFLICT OF INTEREST

No officer or employee of the GRANTOR; no member, officer, or employee of the GRANTEE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the activities assisted under this Grant Agreement.

The GRANTEE shall incorporate, a provision prohibiting such interest pursuant to the purpose of this provision. in all contracts or subcontracts funded through this grant.

ARTICLE 13. POLITICAL ACTIVITY

No portion of the funds provided herein under shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to influence the approval or defeat of any ballot issue or to lobby any State agency or member or employee of the legislature.

This grant is subject to the provisions of AS 37.05.321, which is titled: "Restrictions of Use." A grant or earnings from a grant made under AS 37.05.315—37.05.317 may not be used for the purpose of influencing legislative action. In this section influencing legislative action means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to the legislative action but does not include the provision of information, statistics, studies or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315—37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

GRANTEE shall incorporate in all contracts with third parties, a provision prohibiting such expenditure of funds and shall require certification by such parties of compliance with such provision.

ARTICLE 14. NOTICES

The GRANTEE shall comply with all public notices or notices to individuals required by applicable State and Federal laws and shall maintain a record of this compliance.

ARTICLE 15. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this Agreement provided, however, that reasonable fees of a bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

ARTICLE 16. TERMINATION BY MUTUAL AGREEMENT

This Grant Agreement may be terminated, in whole or in part, at any time that both parties agree in writing that continuation of the agreement is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The termination shall not be valid unless both parties agree in writing, in advance, regarding all conditions of termination.

The GRANTEE shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The GRANTOR shall make funds available to the GRANTEE to pay for allowable expenses incurred before the effective date of termination.

ARTICLE 17. TERMINATION BY GRANTOR

The GRANTOR may terminate this Agreement for any reason upon 30 days written notice to GRANTEE.

Upon receipt of notice of termination, GRANTEE shall not incur new obligations and shall cancel as many outstanding obligations as possible. The GRANTOR shall make funds available to the GRANTEE to pay for allowable expenses incurred before the effective date of termination.

ARTICLE 18. NONCOMPLIANCE BY GRANTEE

If the GRANTOR determines that the GRANTEE has failed to comply with the terms of this Grant Agreement, or failed to use the grant for only those purposes set forth herein, the GRANTOR may, At their complete discretion, take any of the following actions:

- A. Probation** - If the GRANTOR determines the noncompliance to be of a minor nature and that the GRANTEE's work can be improved or corrected, the GRANTEE may be placed on probation. The GRANTOR will notify GRANTEE in writing by certified mail of the reason for the probation, the corrective action required for removal from probation status, and the time by which such corrective action must be taken. GRANTEE will be on probation until its performance is in compliance with the terms of the Agreement. If GRANTEE does not correct its noncompliance, the GRANTOR may suspend the GRANT or terminate the Agreement.
- B. Suspension** - After written notice to the GRANTEE sent by certified mail, the GRANTOR may suspend the grant and withhold any further payment or prohibit the GRANTEE from incurring additional obligations of grant funds, pending corrective action by the GRANTEE or a decision to terminate. Such written notice shall state the reason for the suspension, the effective date of the suspension and the necessary corrective action. The GRANTEE must receive the response by the GRANTOR to the notice within fifteen (15) days of receipt of the written notice.
- C. Termination**—The GRANTOR may terminate the grant, in whole or in part, at any time before the final grant payment is made. The GRANTOR shall promptly notify the GRANTEE in writing by certified mail of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the GRANTEE or recoveries by the GRANTOR shall be in accordance with the legal rights and liabilities of the parties.

ARTICLE 19. WITHDRAWAL OR REDUCTION OF FUNDING

In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the GRANTOR may terminate the Agreement, reduce funding, or, re-negotiate subject to those new funding limitations and conditions. A termination under this Article shall be implemented pursuant to the same conditions as a termination under Article 17 (Termination by the GRANTOR) of this Attachment.

ARTICLE 20. RECOVERY OF FUNDS

In the event of a default or violation of the terms of the Grant Agreement by the GRANTEE, the GRANTOR may institute actions to recover all or part of the project funds paid to the GRANTEE. Repayment by the GRANTEE of grant funds under this recovery provision shall occur within (30) thirty days of demand.

All remedies conferred on the GRANTOR by this Agreement, State law or any other instrument or Agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the GRANTOR's option.

ARTICLE 21. DISPUTES

Any dispute arising under this Agreement that is not resolved by mutual consent shall be resolved in accordance with regulations adopted by the GRANTOR for contract disputes or controversies.

ARTICLE 22. INSURANCE

Without limiting GRANTEE's indemnification, it is agreed that the GRANTEE shall purchase at its own expense and maintain in force at all times during the performance of services under this Agreement the following policies of insurance. Insurance policies required to be maintained by GRANTEE shall name the GRANTOR, an additional insured, for all coverage except Worker's Compensation and Professional Liability Insurance. GRANTEE and its contractors agree to obtain a waiver, where applicable, of all subrogation rights against the GRANTOR, its officers, officials, employees, and volunteers for losses arising from work performed by the GRANTEE and its contractors for the GRANTORS. Where specific limits are shown, it is understood that they will be the minimum acceptable limits. If the GRANTEE's policy contains higher limits, the GRANTOR and the State will be entitled to coverage to the extent of such higher limits. Certificates of Insurance stating the insurance company, type of coverage, limits, effective date, expiration date, additional insured, and waiver of subrogation must be furnished to the GRANTOR prior to execution of this agreement by the GRANTOR and must provide for a thirty (30) day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and ground for termination of the grant pursuant to Article 17 (Termination by the GRANTOR) of this Grant Agreement.

- A. Workers' Compensation Insurance:** The GRANTEE shall provide and maintain, for all employees of the GRANTEE engaged in work under the Agreement, Workers' Compensation Insurance as required by AS 23.30.045. The GRANTEE shall be responsible for ensuring that any contractor who directly or indirectly provides services under this Agreement has adequate Workers' Compensation Insurance for its employees. Where applicable, coverage for all federal acts (i.e., United States Long Shore and Harbors and Jones Acts) must also be included.

- B. Comprehensive (Commercial) General Liability Insurance:** The GRANTEE shall provide and maintain Comprehensive (Commercial) General Liability Insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- C. Comprehensive Automobile Liability Insurance:** The GRANTEE shall provide and maintain Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$100,000 per person/\$500,000 per occurrence bodily injury and \$50,000 property damage, or \$500,000 combined single limit per accident.
- D. Professional Liability Insurance:** If applicable, the GRANTEE shall provide and maintain Professional Liability Insurance covering all errors, omissions or negligent acts of the GRANTEE, its contractors or anyone directly or indirectly employed by them, made in the performance of this Agreement which result in financial loss to the Grantor. Limits required are per the following schedule:

Grant Amount	Minimum Required Limits
Under \$100,000	\$100,000 per occurrence/annual aggregate
\$100,000 - \$499,999	\$250,000 per occurrence/annual aggregate
\$500,000 - \$999,999	\$500,000 per occurrence/annual aggregate
\$1,000,000 or over	Negotiable

The professional liability insurance requirement may be substituted or waived at the sole discretion of the GRANTOR.

E. Bond Requirements: Before the GRANTEE enters into a contractual arrangement with a contractor to provide any tasks in connection with this agreement, the GRANTEE shall require the Contractor to comply, at a minimum, with the bond provisions specified in AS 36.25.010 (a) and (b), and Article 3 (Indemnification).

ARTICLE 23. GOVERNING LAW

Any civil action arising from this grant agreement shall be brought before the Superior Court for the Judicial District of the State of Alaska in Juneau. The laws of the State of Alaska shall govern the rights and obligations of the parties under this grant agreement.

ARTICLE 24. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

The GRANTEE shall perform its work in compliance with all appropriate laws and regulations including the Americans with Disabilities Act of 1990. It is the responsibility of

the GRANTEE to ensure that any required Federal, State or local permits are obtained. GRANTEE shall also provide a copy of a current Alaska Business License. The GRANTEE shall report, or cause a report to be submitted, to the Alaska Department of Labor as required by AS 36.05 Wages and Hours of Labor, AS 36.10 Employment Preference and Title 8, Chapter 30 Public Contracts, of the Alaska Administrative Code.

ARTICLE 25. BUDGET FLEXIBILITY

Notwithstanding the provisions of Article 10 (Amendments and Modifications) of this Agreement, the GRANTEE may revise the project budget in Attachment C without a formal amendment to this Agreement. Revisions that increase a line item by 20% or \$50,000, whichever is less, require prior approval by the GRANTOR (7AAC 78.260). Such budget revisions shall be limited to changes to existing budget line items. GRANTEE shall notify GRANTOR of revisions prior to next payment request. Budget revisions may not be used to increase any budget item for project administrative expenses.

Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this Agreement.

ARTICLE 26. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The GRANTEE may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The GRANTEE shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The GRANTEE shall state, in all solicitations or advertisements for employees to work on State funded projects, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood, as set forth in Attachment E.

The GRANTEE shall include the provision of this EEO Article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every Agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor and subcontractor.

ARTICLE 27. PUBLIC PURPOSES

The GRANTEE agrees that the benefits of the project activities to which this Grant Agreement relates shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

ARTICLE 28. SEVERABILITY

If any court of rightful jurisdiction holds any provision under this Grant Agreement or its application to any person or circumstance invalid, this invalidity does not affect other provisions of the Agreement, which can be given effect without the invalid provision.

ARTICLE 29. CLOSE-OUT

The GRANTOR will advise the GRANTEE to initiate close-out procedures when the GRANTOR determines, in consultation with the GRANTEE, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of closeout costs and any unsettled third-party claims against the GRANTEE. Costs are incurred when goods and services are received or contract work is performed.
- B. The last required performance report has been submitted. The GRANTEE's failure to submit a report will not preclude the GRANTOR from effecting closeout if it is deemed to be in the GRANTOR's interest. Any excess grant amount that may be in the GRANTEE's possession shall be returned by the GRANTEE in the event of the GRANTEE's failure to furnish or update the report.
- C. Other responsibilities of the GRANTEE under this Grant Agreement and any closeout Agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further GRANTOR interest in keeping the grant open for the purpose of securing performance.

ATTACHMENT B

SCOPE OF WORK

ARTICLE 1. PURPOSE

The purpose of this grant is to provide funds to the GRANTEE for the following project: Safe and Fear Free Environment Inc. construction of a new addition. Grant funds may only be used for eligible project activities identified below and in accordance with the costs identified in Attachment C of this grant agreement, or as otherwise approved in writing by the GRANTOR.

As identified by the GRANTEE in the grant proposal, construction of a new 576sq ft addition to the Safe and Fear Free Environment domestic violence shelter is proposed to be funded as part of this grant agreement:

Attachment C to this grant agreement provides a budget for the construction project.

ARTICLE 2. PROJECT DESCRIPTION

Grant funds provided as part of this grant award are intended to fund the development activities indicated in Article 1 (Purpose) associated with the construction of a new addition.

The project is to be located in Dillingham, Alaska, and is commonly referred to as:

Safe and Fear Free Environment Inc.
PO Box 94
Dillingham, Alaska 99576

ARTICLE 3. TASKS REQUIRED PRIOR TO FIRST DISBURSEMENT (WORK PLAN)

The GRANTEE shall provide a work plan to the GRANTOR for approval prior to disbursement of any grant funds. The work plan shall contain the following:

- A. A detailed projected budget by line item showing the proposed use of all funds for the project, including the required minimum 50% of project cost share match from other sources, other than this grant.
- B. Written description of the work to be completed with these grant funds.
- C. A project schedule, which may be amended from that submitted as part of the grant proposal, proposed for the completion of the project.

ARTICLE 4. PROJECT START-UP AND COMPLETION TIME FRAMES

- A. **Site Control.** When applicable, the GRANTEE shall acquire the legal right to occupy and use the subject property for the purposes of this grant, and further assure that there is legal access to such property prior to the first disbursement of funds under this grant.

In the event grant funds are to be utilized for the purchase or acquisition of the subject property, an option to purchase or an earnest money agreement will satisfy the requirement for site control for the purpose of disbursement of funds for the purchase or acquisition of the property.

- B. **Project Start-Up.** If the Scope of Work includes renovation or new construction activities, the renovation or new construction activities shall begin within six (6) months of the date on which this Agreement is executed by the GRANTOR
- C. **Period of Performance.** The POP for this project is December 31, 2007. Work must be 100% complete by this date. The POP date can be extended if the GRANTEE requests an extension and can show good cause to do so.

Project completion for this purpose shall be defined as the issuance of:

- (1) For projects involving renovation activities, a final unconditional Certificate of Occupancy issued by the appropriate municipal, city, or borough authority, or, if in an area where a Certificate of Occupancy is not issued, a copy of a final inspection report completed by the project architect.

In the event that the scope of work was such that a project architect was not employed in the project's development, the GRANTEE shall provide a written certification, signed by the Project Manager and/or GRANTEE's Executive Director or designated grant signor which certifies that all rehabilitation activities were completed in accordance with the original scope of work proposed, or amendments approved by the GRANTOR, and that the Project is 100% complete;

- (2) A satisfactory final inspection by the GRANTOR, or its designee, which evidences that the project has been 100% completed in accordance with the GRANTEE's proposal and Scope of Work proposed in this grant agreement.
- (3) Final draw down disbursement and close out documents for the project.
- (4) For Planning and Design only projects, a complete set of approved drawings that are stamped and signed by the appropriate discipline provided to the GRANTEE along with all other documents necessary to bid the project accordingly.

ARTICLE 5. REPORT REQUIREMENTS

The GRANTEE shall establish and maintain a record of all financial transactions associated with the grant activities.

The use of grant funds in any manner contrary to the terms and conditions of this Agreement may result in the subsequent revocation of the grant and any balance of funds under the grant. In addition, the GRANTEE may be required to return any, or all, grant funds provided to the GRANTEE by the GRANTOR.

In addition to any reports and data required by other parts of this Grant Agreement, the GRANTEE shall submit the following reports to GRANTOR:

A. Quarterly Project Reporting.

Within 30 days of the close of the first full calendar quarter following execution of this agreement and at quarterly intervals thereafter, reports must be forwarded to the Department of Health and Social Services on a Project Narrative Report form, a Project Financial Report form and a Project Performance Analysis (PPA) form provided by the DEPARTMENT which contain the following:

1. The disposition of grant funds and analysis by budget category as outlined this grant agreement and defined in the PPA form.
2. Total interest earned, if any, on grant funds provided during the reporting period;
3. Summary of project schedule;
4. Summary of problems encountered;
5. Summary of conclusions and recommendations.

In conjunction with 1 through 5, the GRANTEE shall provide project photographs which evidence the work completed to date. Specifically, the Grantee will provide a minimum of three dated photographs per reporting period such that a complete record of the construction is maintained over time, from "before", showing the situation before the start of construction, to "during", showing work proceeding on the project, and "after", to show the finished project. Photos shall be provided in a digital format. A short description of the activity and names of those in the photos shall be provided.

- B. Award Closeout.** The Award Closeout must be completed within 60 days of the end of the grant performance period, or within 60 days of the completion of the project, whichever is earlier. The project closeout process includes the submission of both a final narrative report and financial status report. The GRANTEE must also request any remaining funds for expenditures under this award during this 60-day period. Please refer to the GRANTOR for guidance on additional project closeout details.

ARTICLE 6. PERMITS AND INSPECTIONS

The GRANTEE shall be responsible for obtaining the necessary permits, inspections and written reports during construction or renovation of subject property. The GRANTOR reserves the right to review the adequacy of the inspection reports provided by the GRANTEE and to monitor all activities undertaken by this grant. The GRANTOR will notify the GRANTEE of any inadequacies which are detected during the GRANTOR's review of the inspection reports or during monitoring visits. The GRANTEE will have the responsibility to make any necessary corrections to resolve any findings.

ARTICLE 7. FAILURE TO COMPLETE THE PROJECT

Failure to complete the project in accordance with this Grant Agreement or to show evidence of completion may result in, at the GRANTOR's discretion, the GRANTOR's filing a lien on the project and/or obtaining title to the property to protect the GRANTOR's interest, or in the GRANTOR withholding the balance of the grant amount.

ARTICLE 8. OPERATION, MAINTENANCE AND SECURITY OF PROJECT

The GRANTOR shall not be responsible for the operation, maintenance and/or security of the project during or after its completion.

ATTACHMENT C

FINANCIAL PROVISIONS

ARTICLE 1. TOTAL GRANT AMOUNT

In full consideration of the GRANTEE's satisfactory performance of the tasks stated in Attachment B, and in accordance with other conditions of this grant agreement, the GRANTOR shall pay the GRANTEE a sum not to exceed one hundred thirty thousand dollars \$130,000, based on the schedule identified below in Article 3 (Budget Schedule).

ARTICLE 2. TASKS REQUIRED PRIOR TO INITIAL DISBURSEMENTS

Prior to any payments being made under this Agreement, the GRANTEE shall provide the following:

- A. Evidence of all applicable licenses, including a current business license;
- B. Bonding and insurance requirements as specified in Attachment A, Article 22 (Insurance);
- C. A Work Plan as specified in Attachment B, Article 3 (Tasks Required Prior to First Disbursement);
- D. Evidence of the commitment (approval) of at least 50% cost share match of project cost from a source or sources besides the grant provided in this agreement.

ARTICLE 3. BUDGET SCHEDULE

The GRANTEE shall use grant funds only for direct costs associated with eligible budget categories as identified in the approved work plan based on Attachment B, Article 1 (Purpose and Special Conditions). The budgeted costs associated with the work items to be completed with grant funds, as identified in the approved work plan, are as follows:

Work Activity

Design/Planning and Construction of
New addition to SAFE Dillingham

	<u>Denali Commission Funds</u>	<u>Other Funds</u>	<u>Total Project Cost</u>
Construction			
Materials	\$35,000	\$3,000	\$38,000
Labor	\$50,000	\$2,964	\$52,964
Contractual	\$15,000	\$0	\$15,000
Architect/Engineer	\$5,405	\$0	\$5,405
Equipment/Supplies	\$2,248	\$1,500	\$3,748
Building Permits	\$635	\$0	\$635
Insurance	\$6,920	\$0	\$6,920
Admin. (rent etc.)	\$1,000	\$1,594	\$2,594
Land/Site Prep	\$13,792	\$77,000	\$90,792
Asphalt & Erosion Control			
Total	\$130,000	\$86,058	<u>Project Total</u> \$216,058.00

The GRANTOR shall not be obligated to disburse grant funds in excess of the Budgeted Cost for each activity identified above. Grant funds which are not needed to satisfy obligations associated with an above identified budgeted activity may be used to pay for the cost associated with other above identified activities, or for other eligible activities, as approved in writing by the GRANTOR.

ARTICLE 4. PAYMENTS

Payment requests should be sent to the attention of the Department of Health and Social Services Program Administrator identified in the Grant Agreement, utilizing the Financial Report Form attachment I.

ARTICLE 5. RETAINAGE AMOUNT

The GRANTOR will retain an amount equal to approximately ten percent (10%) of the total grant amount pending receipt and approval by GRANTOR of the Final Cost Certification and any other final reports required under Attachment B, Article 5 (Report Requirements). In addition, the retainage amount may be increased by the GRANTOR. Upon approval of the Final Cost Certification and other final reports required under Attachment B, Article 5 (Report Requirements), GRANTOR will disburse the retainage amount, in accordance with Attachment C, Article 4 (Payments). Any unexpended grant funds which remain

undisbursed upon completion of the project, approval of the Final Cost Certification, and payment of all eligible costs, shall be retained by the GRANTOR.

ARTICLE 6. DEPOSITS AND INTEREST INCOME

Payments resulting from this agreement shall be used by the GRANTEE for the project and for no other purpose without prior written approval of the GRANTOR.

Any interest income that may be earned by the GRANTEE from grant funds provided to the GRANTEE by the GRANTOR remains the property of the GRANTOR. Interest income earned, if any, shall be deducted from the final ten percent (10%) retainage fee. The retainage amount shall be increased commensurate with any interest earned exceeding ten percent (10%) of the total grant amount, as evidenced by data supplied as part of the quarterly reports required under Attachment B, Article 5 (Report Requirements).

ARTICLE 7. FUNDING SOURCE RESTRICTION

Funds provided to the GRANTEE by the GRANTOR under this Grant Agreement may only be used for eligible activities as identified in Attachment B, Scope of Work, or other eligible expenses, as approved in writing by the GRANTOR.

AUDIT REQUIREMENTS

FEDERAL REQUIREMENTS

If you expend \$300,000 or more total Federal Financial Assistance in your fiscal year, you may be required to comply with conditions of the Single Audit Act of 1984, P.L. 98-502, as amended by the Single Audit Act Amendments of 1996, P.L. 104-156, and defined in OMB Circular A-133.

Information on compliance with the Federal Single Audit Act may be obtained from, and audits completed in compliance with the Act must be submitted to:

State Single Audit Coordinator
Office of the Governor
Office of Management and Budget
P.O. Box 110020
Juneau, AK 99811-0020
Telephone: (907) 465-4660

STATE REQUIREMENTS -- CHAPTER 045 GRANT ADMINISTRATION

2 AAC 45.010 AUDIT REQUIREMENTS.

(a) As part of the financial information required under AS 37.05.030, a state agency that enters into a financial assistance agreement to provide financial assistance to an entity shall, in coordination with any other state agencies providing financial assistance to that entity, require that entity to submit to the Department of Administration through the state coordinating agency an audit of the recipient entity if that entity is subject to an audit under this section. The audit must be conducted and submitted as described in this section. In order to ensure compliance with this subsection, a state agency must include the audit requirements of this section in any financial assistance agreement subject to this subsection.

(b) An entity that expends financial assistance with a cumulative total of \$300,000 or more during the entity's fiscal year shall submit an audit report for the audit period to the state coordinating agency, by

(1) the earlier of

- (A) 30 days after the entity receives its audit report for the audit period; or
- (B) nine months after the end of the audit period; or

(2) a later date than the date calculated under (1) of this subsection, if

- (A) the state agency that provides the financial assistance agrees to the change of date; and
- (B) the agreement under (A) of this paragraph is made in

(i) writing; and

(ii) advance of the date calculated under (1) of this subsection.

(c) An audit required by this section must be conducted by an independent auditor, according to the following audit standards effective at the time of review for the audit period:

(1) Government Auditing Standards, 1994 revision adopted by the comptroller general of the United States;

(2) generally accepted auditing standards, as accepted by the American Institute of Certified Public Accountants in effect as of January 1, 1998 for the type of entity being audited;

(3) State of Alaska Audit Guide and Compliance Supplement for State Single Audits, May 1998 revision, prepared by the state coordinating agency.

(d) The audit required under this section must report on the following:

(1) the system of internal controls of the entity and the auditor's identification of reportable conditions and material weaknesses of the entity, using the applicable standards set out in (c) of this section;

(2) the entity's compliance with applicable state statutes and regulations and applicable financial assistance agreements affecting the expenditure of the financial assistance; the report must identify

Attachment D

findings and known questioned costs that exceed \$1,000 in the aggregate for all transactions of expenditures tested for the financial assistance being audited;

- (2) the entity's financial statements;
- (3) the schedule of state financial assistance.
- (e) As part of the audit report required under this section, the entity must provide
 - (1) written comments on any
 - (A) findings;
 - (B) known questioned costs;
 - (C) reportable conditions, including material weaknesses; and
 - (D) recommendations contained in the audit report;
 - (2) the entity's plan for corrective action, if any findings are identified or any recommendations are made in the audit report;
 - (3) the status of the entity's implementation of any plans for corrective actions related to
 - (A) the audit reports required under this section for the fiscal year before the audit period; and
 - (B) unresolved findings of audit reports required by this section for audit periods before those specified in (A) of this paragraph; and
 - (4) a written explanation of the reasons why corrective action will not be taken if the entity does not intend to take corrective action on the findings and recommendations in any audit report required by this section.
- (f) An audit report required under this section need not evaluate the effectiveness of a program funded by financial assistance. However, a program evaluation or financial monitoring may be conducted by the state agency or requested of the entity by the state agency that entered into the financial assistance agreement.
- (g) An audit required by this section must cover either
 - (1) the entire operations of the entity; or
 - (2) the program of the entity for which financial assistance was expended, if
 - (A) the entity receives financial assistance from only one state program of a state agency; and
 - (B) the entity does not expend the financial assistance being audited, for indirect costs, including allocations of indirect costs.
- (h) An entity shall provide the state coordinating agency with sufficient copies of each audit report to allow submission of a copy to each state agency providing financial assistance to the entity. The state coordinating agency shall determine if auditing standards have been met and shall forward a copy of the audit to the Department of Administration, upon request, and other appropriate state agencies. The state coordinating agency shall coordinate the assignment of the resolution to one state agency, if the exceptions concern more than one state agency. The applicable state agency providing financial assistance to the entity must meet its responsibilities under other law for ensuring compliance with the audit report.
- (i) Unless additional audit requirements are imposed by state or federal law, a state agency that provides financial assistance to an entity shall accept the audit required by this section in satisfaction of any other audit requirement. If additional audit work is necessary to meet the needs of a state agency, the audit work must be based on the audit required by this section. Nothing in this subsection authorizes a state agency to seek payment from the entity for the additional audit work.
- (j) A third party that receives financial assistance through an entity, in an amount described in this section, is subject to the applicable requirements of this section. An entity that disburses \$300,000 or more in state financial assistance to a third party shall ensure that the third party complies with the requirements of this section. That entity shall also ensure that appropriate corrective action is taken within six months after a third party's noncompliance with an applicable state statute or regulation, or financial assistance agreement, is disclosed.
- (k) Repealed 7/1/98.
- (l) For purposes of this section, if an entity has not identified its fiscal year, that entity's fiscal year is July 1 through June 30.
- (m) Financial assistance in the following form is not included when calculating whether an entity meets the threshold monetary requirement under (b) of this section:

Attachment D

- (1) state revenue sharing and municipal assistance money provided under AS 29.60.010 - 29.60.375;
- (2) amusement and gaming tax money provided under AS 43.35.050 ;
- (3) aviation fuel tax money provided under AS 43.40.010 ;
- (4) electric and telephone cooperative gross revenue tax refunds provided under AS 10.25.570 ;
- (5) alcoholic beverage license fee refunds provided under AS 04.11.610 ;
- (6) fisheries tax refunds provided under AS 43.75.130 .

(n) Financial assistance in a form listed in (m) of this section is not exempt from compliance testing if the entity meets the threshold monetary requirement under (b) of this section.

(o) Repealed 7/1/98.

Authority - AS 37.05.020 AS 37.05.030 AS 37.05.190

2 AAC 45.060 EXTERNAL QUALITY REVIEW OF AUDIT ORGANIZATION

The state coordinating agency may only accept an audit under this section, if that organization has submitted to the state coordinating agency a copy of the organization's most recent external quality review report that meets the standards described in 2 AAC 45.010(c) (1) and (2).

Authority - AS 37.05.020 AS 37.05.030 AS 37.05.190

2 AAC 45.070 APPLICABILITY

(a) The amended version of this chapter, effective July 1, 1998, applies to an audit for an audit period that begins or continues after June 30, 1998.

(b) An entity may agree to be subject to the provisions of the amended version of this chapter, effective July 1, 1998, for an audit period beginning on or after July 1, 1997 and ending on or before June 30, 1998, by voluntarily submitting an audit that complies with those provisions.

Authority - AS 37.05.020 AS 37.05.030 AS 37.05.190

2 AAC 45.080 EXEMPTIONS FROM FINANCIAL ASSISTANCE

(a) For purposes of this chapter, "financial assistance" does not include the following:

- (1) public assistance provided under AS 47;
- (2) goods or services purchased for the direct administration or operation of state government;
- (3) moneys advanced to an entity under one or more state loan programs;
- (4) power cost equalization payments made to an electric cooperative on behalf of its customers;
- (5) scholarships, loans, or other tuition aid provided to students, but paid to an education institution on their behalf.

(b) In addition to the exemptions set out in (a) of this section, for a third party, "financial assistance" does not include goods purchased from the third party for direct administration or operation of the entity that received financial assistance.

Authority - AS 37.05.020 AS 37.05.030 AS 37.05.190

2 AAC 45.090 DEFINITIONS

For purposes of this chapter, unless the context otherwise requires,

- (1) "audit period" means the entity's fiscal year in which the entity expended financial assistance;
- (2) "entity" does not include the University of Alaska or any other state agency;

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(3) "financial assistance" means state grants, contracts, provider agreements, cooperative agreements, and all forms of state financial assistance to an entity; "financial assistance" includes all forms of state financial assistance provided through an entity to a third party;

(4) "known questioned costs" means those questioned costs specifically identified by the auditor in the audit conducted under this chapter;

(5) "state coordinating agency" means the office of management and budget (OMB), Office of the Governor, or OMB's designee.

Authority - AS 37.05.020 AS 37.05.030 AS 37.05.190

CIVIL RIGHTS OF CLIENTS AND STAFF

- (a) The Grantee shall comply with Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 (PL 101-336); Civil Rights Act of 1991; Administrative Order No. 129; the Food Stamp Act of 1977, Alaska Statutes, Sections 18.80.280, pertinent portions of the Code of Federal Regulations (CFR), and the Department's Policy and Procedure 190-6 for implementation of the foregoing.

The Grantee shall make no distinction or discrimination against the client, recipient, applicant or beneficiary of the Department's federally and state assisted programs on the basis of race, color, age, national origin, sex, political belief, religious creed, or disability. No client, recipient, applicant or beneficiary of these federally assisted programs shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Department has responsibility.

- (b) Distinction on the grounds of race, color, age, national origin, sex, political belief, religious creed, or disability includes:

1. Any type of segregation, separate or different treatment, or other discrimination on that ground; other than as provided under (a) above.
2. The imposition of any admission, enrollment, quota eligibility, or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or to be afforded an opportunity to participate in the program if the race, color, age, national origin, sex, political belief, religious creed, or disability of individuals is considered in determining whether they meet any such requirement or condition;
3. The use of membership in a group as basis for the selection of individuals for any purpose if, in selecting members of the group there is discrimination on the grounds of race, color, age, national origin, sex, political belief, religious creed, or disability.
4. The assignment of personnel to provide services, or the assignment of times or places for the provision of services, on the basis of the race, color, age, national origin, sex, political belief, religious creed, or disability of the individual to be served.

- (c) The Grantee shall set up and operate internal information collection systems to provide necessary racial statistics for staff, clients, beneficiaries and/or participants. Records and reports shall be available for review by the Department, U.S.

Attachment E

Department of Health and Human Services and the U.S. Department of Agriculture, upon request.

- (d) The Grantee shall make available to beneficiaries, participants, and other interested persons information regarding the provisions of Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Food Stamp Act of 1977, Alaska Statutes, Sections 18.80.200 -18.80.280, pertinent CFR, and the Department's Policy and Procedure 190-6 as well as its compliance with the Americans with Disabilities Act of 1990.
- (e) The Grantee shall inform and instruct staff members concerning obligations under Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, Alaska Statutes, Sections 18.80.200 - 18.80.280, pertinent CFR, and the Department's Policy and Procedure 190-6.
- (f) The Grantee shall comply with procedures furnished by the Department for processing of complaints alleging discrimination on the basis of race, color, age, national origin, sex, political belief, religious creed, or disability.

In determination of whether a Grantee is illegally discriminating in the provision of benefits or services, consideration shall be given to the purpose of the service as expressly stated in any Federal statute, State statute, or local statute or ordinance adopted by an elected general purpose legislative body. In making such determination it shall be acknowledged that certain Federal, State or local funding is legally designated for specific groups, by age, sex, disability, income, or other specific and legal eligibility criteria. For example, programs for the aging, blind, disabled and youth provide services legally only for those groups. Also, institutions may legally serve a special age, sex, or disability group depending upon their protective, treatment, or rehabilitative needs and funding sources to provide the services.

**Denali Commission Quarterly
Project Narrative and Funds Disbursement Request**

Project Name: _____

Agency: _____ Reporting Period: _____

Grant #: _____ Amount of Funds Requested \$ _____

1. What is the ~~status~~ status of the project; include portions completed?

2. Is the project on schedule; if not, how will this be dealt with?

3. Is the project on budget; if not, how will this be dealt with?

4. Other comments/problems and solutions:

**Denali Commission
Quarterly Project Financial Report**

Project Name: _____

Agency: _____ Reporting Period: _____

Grant #: _____

Please include the following information:
(Use additional pages as necessary)

Budget Information:

1. The total project budget—Denali Commission and other funds combined
2. The total project expenditures as of the end of the most recent quarter
3. The total amount of Denali Commission funds committed to the project
4. The total expenditure of Denali Commission funds for the project as of the end of this reporting period
5. The percentage of expenditures to the total budget
6. Project Performance Analysis (use PPA form on page2 of 641)

Project Schedule:

Show the project schedule with milestone dates for design and construction.

Denali Commission
Annual Labor Type, Residence, & Wage Report
Reporting Period: 11/1 - 10/31

Project Name: _____

Agency: _____ Grant #: _____

Position	Place of Primary Residence	Date of First Check	Date of Last Check	Rate of Pay Per Hour	Total Earnings from the Project to date:

Signature: _____

Date: _____

Print Name and Title: _____

Project Narrative

Project Purpose

Safe is requesting a capital improvement grant in the amount of \$99,840 to construct a 24' x 24' wood frame addition to our existing shop/facility manager office to serve as a multi use facility including: clearing house for clothing, food and household goods, a second hand shop, employment training center, arts and crafts cooperative, meeting space, and sheltered work area in cases of inclement weather.

Brief Program Overview

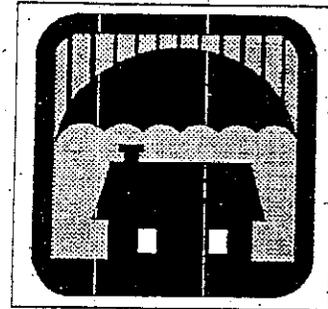
Safe and Fear-Free Environment, Inc. (SAFE) is a victim advocacy organization operating throughout the Bristol Bay region since 1982. SAFE's mission is to prevent violence, provide services and promote the well being of victims of domestic violence, sexual assault, and related abuse. SAFE's service area includes Dillingham and the 33 villages and tribes in the Bristol Bay Region, an area roughly the size of the state of Ohio with a year round permanent population base of about 8,000 souls, the majority of whom are Alaska Natives, primarily Yup'ik Eskimo. Nearly 60% of the people SAFE serves are children under 18 and roughly 85% are Alaska Native.

In addition to a 16 bed general emergency shelter and comprehensive victim service agency SAFE also operates a five bed emergency receiving home for children in state/tribal custody (Anana's House), a combined shelter/treatment program SISTR (Safety in Sobriety Through Recovery), a FAS Prevention program, STOP Violence Against Indian women grant, and a teen violence prevention program funded through a DELTA grant from the Center of Disease Control. SAFE's operations are supported through 19 separate funding sources/grants including over \$100,000 a year in in-kind contributions from volunteers and donations from the business community.

Need for Project

One of the key services that SAFE provides is as a clearing house for donated clothing, furniture and household goods. We do not have a Salvation Army or Bishop's Attic or similar second hand shop in Bristol Bay. SAFE is it. We do this primarily because we need access to a large volume of used clothing and household goods to outfit dozens of women and children (and occasionally men) who are setting up independent households free from violence.

The sheer volume of donations is often overwhelming, both in terms of storage and sorting space and in the number of people available to process. Up until 2000 we did all this in an attached garage in the original shelter building. In 2001, we moved five staff, including the Executive Director to the concrete floored, barely heated garage space to free up room for alcohol/substance abuse counselors under the SISTR program. This required us to move donation operations to two unheated container vans we had purchased and parked on the premises. This in turn require us to stop accepting donations during the winter months since it was too cold to work in the vans and we had no other storage space. In addition, it meant that the Facility Manger was sharing the garage space with four other staff that had to put up with the smell of varnish & paint thinner as well as sawdust, skill saws, sheet rock dust and nearly constant hammering.



In 2003 SAFE received a capital improvement grant that expanded office and counseling space in the shelter facility. The grant included funding for a 16 X 24 foot shop/ garage beside the main building to house the Facility Manger and essential equipment. We thought for a moment that we would be able to use part of the shop for donations but it became immediately apparent that that wouldn't work. The SAFE shelter facility is now over 7,000 square feet, not including the smoke house, steam bath, garden, parking lot and playground equipment on the grounds. The Facility Manager is responsible for routine maintenance and repair work that requires at least a minimum amount of heated space all year long. The work filled the shop within days of its construction and that has remained constant in the year since.

Donations have dropped off substantially since we've had to close the vans for most of the year. As a result, we've been hard pressed to just keep up with the needs of the people we serve. Worse, many of the items that had previously been donated wind up in the dump because there isn't anywhere to take them. Construction of an expanded shop area would enable us to take donations all year long as well as provide a multipurpose area for other essential services. Among them are:

- **Second Hand Shop/Artist Cooperative** -- The multipurpose area would serve as a clearing house for donated items that will be sold at a minimum price to the general public once the immediate needs of families in residence are met. Many women in shelter need some basic job training skills, they need a way to 'work off' shelter fees (each residents pays shelter fees through volunteer work), and they basically need something to occupy time that often weighs heavy on their hearts as they work towards creating a new life for themselves and their children. Women in shelter plan on refinishing/repairing furniture and clothing for resale and hope to at least earn enough each month to pay for utilities on the building. Finally, many of the women and children in shelter are superb craftsmen in everything from sculpting and skin sewing, to beading and basket weaving. We anticipate providing a place where residents can sell their art and crafts, charging a small consignment fee to help cover operating costs.
- **Meeting space** -- SAFE currently hosts support groups and/or training meetings five evenings a week in the general shelter building. We've been asked to begin a weekly women's craft circle and a Fire Starter Group (based on an AA model), but we just don't have the room to do it. The shop will provide that space, including an area to set up sewing machines, irons, quilting tables and other semi-permanent work areas. We've found that women talk and share easier when they have something to do with their hands.
- **Then there's Fish** - SAFE has a moderate smoke house and preparation area for processing subsistence caught fish and game. Women in residence who want to use the cutting tables and smokehouse donate 20% of their catch to the general shelter and are able to take the rest home when they leave SAFE. This way a family doesn't have to miss out on the short subsistence harvest period. In addition, many local and outside hunters donate caribou and moose during season to the shelter (and occasionally a beluga or two). We get it whole and

have to butcher and process it. Fish and wild game are generally cut and processed outside the building on cutting tables we set up over sawhorses. Occasionally, however, the weather is just too bad (even for Bristol Bay) to work outside and we need a sheltered area. The shop will be constructed with an easily washable floor that can serve as a game processing area in a pinch. We also may set up a berry and fish canning operations so the women and children can be working on processing while they staff the second hand shop.

Project Description

SAFE is requesting funds to construct a 24 X 24 foot addition to our existing shop/garage area to provide space for receiving, storing, sorting and distributing donated goods through a second hand shop as well as meeting space and an area to display and sell hand made arts and crafts. The project will include the addition of a bathroom and plumbing to the existing structure and an overhead door that will enable the area to continue to be used for shop purposes as well as accepting an storing larger furniture and household items. An underground utilidoor will link the heating, electrical and plumbing system to the main shelter facility which is approximately 10' from the east wall of the new shop.

Status/Projected Time line

Drawings/Plans - SAFE is just now completing a major expansion/renovation project begun in February 2003. Most inside work was completed by January 2004 and the remaining outside work (final installation of the playground equipment, parking lot construction, landscaping, fencing, etc. is scheduled for completion by June 30, 2004). Hank Boggs, licensed General Contractor, is the project manager for this \$460,000 construction and renovation project and has agreed to serve in that capacity for this grant project as well. Attached to this application are standard floor plans and elevations prepared by Hank Boggs who volunteered his time to prepare these drawings.

Mr. Boggs built the original shop without written plans as it was not included in the architectural drawings for the main shelter facility, nor was it necessary. The building was a straightforward 16 X 24 foot structure built on skids, with standard insulation, sided with T-11

and painted to match the main shelter facility. The building is wired to the main shelter and is heated by a Monitor stove with its own fuel source. (A photo of the shop is included in this application). The drawings provided here are more than sufficient for Hank and his crew to plan for, procure materials, contract for electrical/mechanical and finish the project within the timeline.

Cost Estimate

As noted above, Hank Boggs is not only a licensed general contractor with over 20 years of experience in rural Alaska; he served as Project Manager for the just completed SISTR Capital Project. He and the workers he supervised worked as employees of SAFE, as they will for the project being proposed here if we are successful in our application. Hank has the advantage of knowing complete costs for a just completed project on SAFE property and is therefore in a position to make a sound estimate of costs. The over all construction of the SISTR Capital project, including both new construction and renovation/repair (which is more costly) came in at approximately \$140 a square foot. Since last winter, materials cost in Bristol Bay have increased by nearly 30% as has freight costs. Labor costs have also increased although not by such a large margin. Our current Worker's Compensation coverage is expected to increase 30-40% after July 1, 2004, which is one reason we are planning on having this project completed by that date.

Based on recent experience, we estimate that the 624 square foot addition proposed under this grant application can be brought in for \$160/ square foot or \$99,840. A break out of those costs is outlined on the following page.

Status

All required permits are in place and the site is secured. SAFE owns the land and building outright, a city building permit has been purchased, and all other require permits and clearances (wetlands, zoning, etc.) are still in place for the current construction project. The electrical and mechanical contractors have been contacted and have submitted bid estimates.

Timeline

Assuming approval of this grant application we propose initiating the construction project in May and finishing by June 30, 2004, barring unforeseen circumstances. We have a crew ready to go, the gravel pad is ready to be excavated for the foundation and materials will be ordered via barge the moment we have clearance for the grant. The single biggest drawback we face is meeting the barge schedule. Materials will cost 50-60% more if we try to purchase locally than what they will cost if barged in from Seattle. The key to whether we can meet the July 1, 2004 deadline (see reference above to the anticipated increase in worker's compensation insurance), will be the timing of the grant award notice (assuming our application is successful). SAFE has the capability of 'front loading' the grant and purchasing the materials prior to receiving payment as long as we know that the grant has been awarded and we are authorized to drawdown reimbursement retroactively to the date of grant award.

Facility Maintenance/equipment replacement/ Sustainability

We anticipate minimum cost or trouble in maintaining the new facility. Estimated heating and electricity costs are approximately \$200/month, estimated on our current experience. We have furniture and equipment for the shop and sorting/storage area and replacement equipment/furnishings is ongoing given the nature of the donations we receive. We would hope that sale of second hand donations at a minimum cost and a small consignment fee for sale of arts and crafts would be sufficient to sustain the M&O costs for the building.

Domestic Violence and Chemical dependency

DIFFERENT LANGUAGES

Communication between domestic violence advocates and substance abuse or mental health counselors can be frustrated by their lack of a common language. Learning and respecting the need for different languages is an important step in strengthening their ability to work together. This handout contrasts common language usages within the fields in an effort to make communication between them a little easier.

ALCOHOL/MENTAL HEALTH COUNSELORS	WOMEN WHO ARE BATTERED
Recovering	Survivor/Victim
Recovery	Attaining Safety. Healing from effects of abuse.
Patient/client	Resident/program participant/women who are battered/sister (client if absolutely necessary for brevity)
Counselor/Therapist	Advocate/Peer
Treatment/counseling	Provision of information and support with goal of safety and empowerment
Self-help	Peer Support
Powerlessness	Empowerment
Medical model – Individual is “Sick”, has a disease	Social-political model – Society is “sick” and oppresses women
Social SERVICE mission	Social CHANGE mission
Loses control of substance/mental illness	Is controlled by partner’s use of violence and coercion
Family as dysfunctional	Family engaging in adaptive strategies in an attempt to protect themselves
Enabling	Protecting self from harmful consequences
Co-dependent/Co-alcoholic	Socialized female (and Native American) behavior. Adaptive survival strategies to diffuse violence
Addicted to substance/stymied by mental illness, disability or challenge	Trapped in a violent relationship by fear and lack of options
Relapse – a part of recovery	Leaving and returning – a part of the safety process
Intergenerational patterns of addiction/Biological and environmental predisposition	No such pattern for female victimization.
Increased physiological tolerance to substance	Coping, managing, surviving in the midst of danger and fear.

BOAT TRAINING:

SEXUAL ASSAULT 101

- 1. What is sexual assault?**
 - a. Historical overview
 - b. Types of Sexual Assaults
 - c. Criminal Penalties

- 2. Scope & Impact of Sexual Assault in Bristol Bay**
 - a. Number and "type" of cases we encounter
 - b. Problems with disclosure & reporting
 - c. Exercise: "Something you do every day"

- 3. SART and coordinated responses to sexual assault crimes**
 - a. Video: Hospital scene in the Accused
 - b. History & purpose of SART/SANE
 - c. Child Advocacy Centers
 - d. Discussion about intervention/responses
 - e. Exercise: Interview about last consensual sexual contact

- 4. Criminal Justice System**
 - a. Video: Rape scene from Accused
 - b. Law enforcement response (Questioning Victim)
 - c. Practical problems: Investigation & prosecution
 - d. What may happen in court

- 5. Perps 'r Us**
 - a. Child molesters & Rapists
 - b. 10 Traits
 - c. The importance of "grooming"

- 6. Victim Advocacy**
 - a. Impact on victim – common responses
 - b. Multiple Victimization: Reliving past abuse
 - c. Advocates as victims – dealing with your own stuff
 - d. Relapse Triggers
 - e. Gender issues
 - f. Rape Trauma Syndrome/cycle of recovery
 - g. Victims Rights/Compensation

Interviewing Sexual Assault Victims

Pick a partner and ask them the following questions about the last time they had consensual sex:

1. Was it with a human being?
2. More than one person at a time?
3. An adult or a child? Male or female?
4. When & where did it happen? (Describe building/room/table top, etc.).
5. What kind of sex did you have in exactly what sequence of events? (Who did what to whom in what order? - Oral, anal, vaginal, masturbation, bondage, etc, ?)
6. Did you use any lubricant or sex aids like viagra or KY Jelly or any sex toys or objects (dildo's, vibrator's, etc.)?
7. Did you use any birth control? If so, what kind and when did you use, prepare and/or apply it? (for condoms, diaphragm's etc.)
8. Did your partner say anything, make any sounds, ask for anything, tell you what they liked? If so, what were the exact words and tone?
9. Did you say anything, make any sounds or ask for anything? If so, what were the exact words and tone?
10. Did they ejaculate? Where? How much? How many times? How do you know?
11. Did you have an orgasm?
12. Have you washed, douched or had a bowel movement since that time?
13. Have you ever had anal sex? If so, was it a few times or often?
14. When was the last time before this that you had consensual sex?

(BOAT Training Tool - September 2004 – Dillingham, Alaska)

BOAT Training Materials

1. **Sign In sheets (Daily)**
2. **Have participants sign in at front desk/confidentiality agreement**
3. **Distribute BOAT Manuals** - preferably distributed 5 days in advance with instructions for reading/doing homework.
4. **Video's**
 - Still Killing us Softly
 - Defending our Lives
 - Once Were Warriors
 - The Accused
 - Woman in the Moon
 - "Putting it all Together" (ANDVSA on Protective Orders)
 - Broken Vows
 - Anne O'Dell Police Training video's

5. **Handouts**

<ul style="list-style-type: none">• Agenda & Training schedule• Special Announcements• Pre & Post tests• SAFE Organizational chart• Copies of Chapter Quizzes• Evaluations	<ul style="list-style-type: none">• Copies of pertinent Statutes• Blank Protective Order Petition• Name a Woman Handout• Resource Bingo
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6. **Equipment**

- Laptop & Projector
- TV/VCR
- Easel pad & Markers
- Roll of Susan B's or gold Sacagawea dollars
- 8-10' piece of small quarter-round trim

7. **Supplies**

- Pens & paper
- Tape/Scissors
- Food & drink
- Door Prizes

Confronting Cultural Barriers

Race: Native Non-Native

Gender: Male Female

	Strongly Disagree	Disagree	No Opinion	Agree	Strongly Agree
1. In a group situation, I usually wait to see what the majority of the people want before giving my opinion.					
2. When I'm having trouble with a problem, I divide it into sections and take it one step at a time in a straightforward manner.					
3. People are a lot more divided when there are big differences in income and social status among families in the same town.					
4. I will often send restaurant food back or register a complaint when it is badly prepared or isn't just what I ordered.					
5. It is wrong to take more than you need so you can make a profit or so you can be more important or better than someone else.					
6. Even though I know better, my first reaction is to think people who don't speak English very well aren't very smart.					
7. People these days have pretty low moral standards.					
8. When someone is doing something wrong or behaving badly it is better to ignore it than confront it.					
9. I find it hard to speak out or express unpopular or contradictory opinions, particularly with authority figures like police or courts.					
10. I tend to define myself by my relation to my extended family, always identifying who and how I'm related when I meet someone new.					
11. I am willing to seek outside help to deal with my problems and have done so in the past.					
12. I feel like the local schools treat my children equally and fairly.					
13. I regularly share food and personal possessions. Sharing is very important to my way of life.					
14. I often drop in to visit without calling or making arrangements first.					
15. I trust the police and believe they are here to protect me.					
16. I go to church regularly. My faith is very important to me.					
17. I don't know how to confront prejudice or racism without making the situation worse, or hurting people's feelings.					
18. I believe racism and tension between natives and non-natives is a real problem in my community.					
19. When talking to a mixed race couple, I'm more comfortable talking with the person of my race regardless of sex.					
20. I believe the English only laws are racially motivated.					
21. Many white people talk too much, too loud and too fast.					
22. Child abuse and neglect is more prevalent in native communities than in white, urban Alaska.					
23. Native parents are less likely to discipline their children and more likely to overindulge them than non-native parents.					
24. The Alaska Native Lands Claim Settlement Act was a good deal for Alaska Natives.					



Role Play/Scenarios

1. Three Players – Advocate & two mothers: You walk into a shelter bedroom and find an 11 year old girl and 14 year old boy from two separate families in shelter having sexual intercourse. The mother of the daughter is behind you and sees what is going on. She freaks out, screaming and throwing things, trying to drag the boy out of the room. The boy's mother joins the fray. Five other younger siblings from both families are crowding around the door wanting to see what's going on. Things are rapidly getting out of control. What will you do?
2. Two players – Crisis Line caller & Advocate: You receive a midnight crisis call from a young man who says his wife is out drinking at the Willow and he expects her home any minute. The last two times she came home after drinking she became loud and abusive and picked a fight with him. When he called the police, they came and arrested him when she accused him of pushing and slapping her. He tells you that the two and four year olds are asleep in the bedroom and that he knows there'll be a fight when mom comes home. What do you do?
3. Two players – Advocate & Backup – You're on back-up and the Advocate on duty calls you to say there's a 12 year old boy going berserk in shelter. He's standing in the middle of the kitchen pulling dishes off the shelf and shattering them on the kitchen floor while screaming at the top of his lungs. They ask you what they should do. What will you tell them?
4. Two players – Advocates coming & going: You are about to go off shift when you notice the smell of alcohol of the Advocate coming on duty. You don't know her/him very well and you are not totally sure you smell booze. What will you do?
5. Two players – Advocate & mom: Your mom is talking to you at home over dinner. She tells you she saw her friend Linda walking down to the shelter and wants to know if she's alright and what's going on with her. What will you say?

6. Two players – Advocate & woman in shelter: You have an adult sexual assault victim in shelter who has just returned from a forensic exam. She won't talk at first then when she does she tells you she just doesn't think she can make it through this thing and wants it all to end. How do you respond?
7. Two players – Advocate & victim: A shelter resident has release conditions on her from a domestic violence offense that prohibits her from contacting her former partner. You know she is on the phone to him several times a day. What will you do?
8. A five year old girl in Anana's House tells you that an eight year boy from the downstairs shelter pulled down her pants behind the steam bath when they were playing outside and tried to "poke" her. How will you respond?
9. Four players (plus the rest of us acting as the witnessing kids) – DFYS social worker, 2 Advocates, Child making disclosure: A DFYS social worker comes into Anana's House to investigate a disclosure of child sexual abuse. She begins to question the child in front of other children & adults in an obnoxious and unprofessional way.
10. Three players – the Supervisor & two co-workers/Advocates: A supervisor's kids come to the shelter nearly every day after school. They're nice enough but they kind of run rough-shod over the place, leaving a mess of pop cans and cracker crumbs and also ask you to do things or help them with something when you're trying to do your own job. How will you approach this?
11. Two players – Advocate & co-worker: You know that your co-worker is having a personal crisis and just isn't in any condition to be working with other people in crisis. You also know they don't have any leave time coming, are the only income for their family and may get in trouble with their supervisor if they miss any more work. How will you handle this?

12. Two players - Caller and Listener: Crisis call from a remote village. Man has intervened when his brother was beating his wife. His brother just got on the radio and told everyone in the village that he was sleeping with his wife and that he was coming after him with a gun. It's 2 a.m. on a winter night in the middle of a weeklong blizzard.
13. Three Players - Advocate & Police Officer & victim – Police bring a woman to shelter and tell you she has to appear in court tomorrow to testify in a DV case and your job is to keep her sober and out of trouble until then.
14. Two Players - Advocate/Police Officer – You have just completed helping the SANE with a forensic exam and have stepped outside the exam room while the victim is getting dressed. The Police officer is waiting with you to get the evidence kit and he starts talking to you about how it went including anything the victim may have said or what evidence was found.
15. Two Players/Advocate & Resident (plus a bunch of noisy kids) - One of the residents is not doing her fair share of chores and her three young children are running wild breaking toys & marking up walls.
16. Two Players/Advocate & Victim: You are giving a sexual assault victim a ride home after a forensic exam and she tells you she really needs a drink and wants you to drop her off at the Willow Tree. How are you going to handle this? Moms being abusive to kids in shelter – Kids being abusive to their moms
17. Two Players/Listener & Caller – You get a crisis call from a highly intoxicated person. They are crying and even screaming at times, obviously very, very upset. You get the feeling that something bad has happened but you can't make any sense out of what they are saying. What are you going to do?
18. Two Players/ Advocate & Victim – You have a young woman in shelter, a victim of severe and multiple abuse. Something is just not quite right with her (few ulu's short of a fish camp). She gets up and wanders around all night long saying she can't sleep because there is something crawling around in her vagina. She totally creeps out the other residents and they tell you to get her out of the shelter because she's crazy. What are you going to do?
19. Two Players/Advocate & Victim – You are working with a woman who is early recovery and who has recently returned to an abusive partner after being in shelter/Jake's for a month. She tells you her partner really wants her to get pregnant and "if you loved me you would". She is afraid but won't/can't leave him. He won't use a condom or other birth control.

Where to get more information

Alaska Division of Alcoholism & Drug Abuse, P.O. Box 110607, Juneau, Alaska 99811-0607.
Phone: (907) 465-2071, Fax: (907) 465-2185

Alaska **Network** on Domestic Violence and Sexual Assault (State Coalition), 130 Seward Street, Suite 209, Juneau, Alaska 99801. Lauree Hugonin, Director. Office: (907) 586-3650, Fax: 463-4493. www.andvsa.org

Alaska **Council** on Domestic Violence and Sexual Assault (State Agency), P.O. Box 111200, Juneau, Alaska 99811-1200. Trisha Gentle, Director. Office: (907) 465-4356, Fax: (907) 465-3627.

VAWO – The Violence Against Women Office, Office of Justice Programs, U.S. Department of Justice (<http://www.ojp.usdoj.gov>)

National Resource Center on Domestic Violence (800-537-2238 TTY, 800-553-2508 Fax 717-545-9456)

Sacred Circle, National Resource Center to End Violence Against Native Women, 722 St. Joseph St., Rapid City, SD 57701 (605-341-2050)

Charlotte Davis Kasl, "Women, Sex and Addiction: A Search for Love and Power" (Harper & Row, 1990). "Many Roads, One Journey; Moving Beyond the Twelve Steps" (Harper & Row, 1992). Her monograph, "Paths of Recovery," is \$7.00, from Box 7073 Minneapolis, Minn. 55407.

New Beginnings Community Based CD/DV support projects. (In Washington State) Contact Patti Bland at 206-783-4520.

The Family Violence Prevention Fund, 383 Rhode Island St., Suite 304, San Francisco, CA 94103-5133. Phone: (415)252-8900, Fax: (415)252-8991. <http://www.fvvpf.org>

Safe & Fear-Free Environment, Inc., Ginger Baim, Director (S.I.S.T.R. Program, E.J. Essic, Director), P.O. Box 94, Dillingham, Alaska 99576. Office: (907) 842-2320, Fax: (907) 842-2198. besafe@nushtel.com

Jake's Place, Bristol Bay Area Health Corporation, Cristy Tilden, Director, P.O. Box 130, Dillingham, Alaska 99576. Office: (907) 842-5266, Fax: (907) 842-5915

Battered Women's Justice Project (800) 903-0111
National Domestic Violence Hotline (800) 799-7233, TTY Hotline (800)787-3224
Rape, Abuse & Incest National Network (R.A.I.N.) 800-656-4673
National Clearinghouse for Alcohol and Drug Information, 800-729-6686
Alcohol Drug Help Line at 1-800-562-12140(V/TDD)

Presented by: E.J. Essic, S.I.S.T.R. Program Manager and Ginger Baim, Executive Director, SAFE & Fear-Free Environment, P.O. Box 94, Dillingham, Alaska 99576 (907)842-2320, Fax: (907) 842-2198 Crisis Line: 8-800-478-2316 besafe@nushtel.com