

RESEARCH FOUNDATION OF CUNY
230 WEST 41ST STREET, 7TH FL., NY, NY 10036

SUBAWARD NUMBER: CM00007039-00
PROJECT ACCOUNT NO: 7V094-00-02

1. PASS-THROUGH ENTITY: RESEARCH FOUNDATION OF CUNY ON BEHALF OF:
COLLEGE: The City University of New York (CUNY), CUNY Institute for State & Local Governance (ISLG)
ADDRESS FOR INVOICES: 10 East 34th Street, 5th Floor, New York, NY 10016

2. SUBRECIPIENT:
NAME: County of Ramsey
ADDRESS: 121 7th Place E, Suite 4000, St. Paul, Minnesota 55101

3. PROJECT DESCRIPTION:
SPONSOR: The Laura and John Arnold Foundation (LJAF)
TITLE: Reducing Revocation Challenge
SPONSOR ID: 21-06050

4. KEY PERSONNEL/PROJECT DIRECTOR:
RFCUNY: Michael Jacobson
SUBRECIPIENT: Alexandra Kotzke

5. KEY PERSONNEL/PROJECT DIRECTOR
TELEPHONE #/EMAIL:
RFCUNY: 646-664-3481, Michael.Jacobson@islg.cuny.edu
SUBRECIPIENT: 651-266-8040,
 Alexandra.kotzke@co.ramsey.mn.us

6. BUDGET:

TOTAL SUBAWARD AMOUNT NOT TO EXCEED \$430,438.00*

 *SEE APPENDIX B FOR PAYMENT DETAIL

7. ATTACHMENTS:

APPENDIX A: SCOPE OF WORK
APPENDIX B: BUDGET, DELIVERABLES, TIMELINE & FEES
APPENDIX C: GENERAL TERMS AND CONDITIONS
APPENDIX D: SAMPLE INVOICE

8. CONDITION PRECEDENT: Payment to RFCUNY from the Laura & John Arnold Foundation for performance of this Subaward is a condition precedent to Subrecipient's right to payment, hereunder. The Subrecipient relies on the credit of the Laura & John Arnold Foundation, not RFCUNY, for payment of this work. The Subrecipient agrees that its right to payment extends to only those funds made available by the Laura & John Arnold Foundation pursuant to this Subaward cover sheet.

9. SUBAWARD TERM: October 1, 2021 - September 30, 2023

10. COMMENTS: None

IN WITNESS WHEREOF, the parties agree to be bound by the terms and conditions of this Agreement.

RESEARCH FOUNDATION OF CUNY
ON BEHALF OF:
CUNY INSTITUTE FOR STATE &
LOCAL GOVERNANCE

SUBRECIPIENT

BY: _____
 (Signature)

BY: _____
 (Signature)

NAME: _____
 (Printed Name)

NAME: _____
 (Printed Name)

TITLE: _____
 (Printed Title)

TITLE: _____
 (Printed Title)

DATE: _____

DATE: _____

APPENDIX A

Scope of Work: Ramsey County

Following a competitive process, Ramsey County Community Corrections and Robina Institute have been selected by the CUNY Institute for State and Local Governance (ISLG) and Arnold Ventures to receive funding in Phase II of the Reducing Revocations Challenge (RRC). The RRC is a national initiative that aims to increase the success of those on probation through identifying, piloting, and testing promising strategies grounded in a robust analysis and understanding of why revocations occur. In Phase I of the RRC, and in partnership with Robina Institute, Ramsey County Community Corrections conducted action research to explore the drivers of probation revocations and how they might be prevented, ultimately developing a proposal for a strategy to reduce the footprint of probation and/or increase the success of those under supervision. In Phase II of the RRC, Ramsey County Community Corrections is receiving funding to further develop and implement that strategy.

Ramsey County Community Corrections will lead an action research team (ART) for Ramsey County consisting of Ramsey County Community Corrections and Robina Institute. As the lead entity, Ramsey County Community Corrections will be responsible for ensuring that the ART completes required activities and deliverables in two areas of work: 1) strategy development, implementation, and monitoring, and 2) peer learning; and participates in regular check-in calls with ISLG and other partners throughout the process. The activities and deliverables to be completed and submitted in each of these areas are described in the remainder of this document.

Strategy Development and Implementation

Over a two-year period, Ramsey County Community Corrections and Robina Institute will carry out three stages of work designed to position them for maximum impact: 1) in-depth operational planning; 2) initial implementation; and 3) ongoing implementation and monitoring. Below is a brief description of the strategies that will be the focus of this work, followed by a description of each of the three stages of work:

Transforming probation in Ramsey County from its current state into a three-lane system based on the risk and needs of people on probation:

Lane 1: Equitably reduce correctional footprint for those who do not need to be on probation. People in Lane 1 will have the lightest touch by everyone in the system. The experiences in Lane 1 will include:

- No probation (no onramp)
- Unsupervised probation
- Quick exit for people on supervised probation who meet early discharge criteria (e.g., 6 months or less).

Lane 2: Equitably amplify social, health, and welfare services and reduce technical violations for those currently oversupervised and in need a high level of social services/supports. Lane 2 primarily targets people who are at a low and medium risk level and will encompass most misdemeanor/gross misdemeanor offenses as well as felonies for people who have a lower risk profile. The experiences in Lane 2 will include:

- Paring back correctional resources to those that are most necessary
- Increasing social services and supports to ensure that the person's basic needs are addressed
- Decreasing the use of incarceration; instead the preferred response will be grounded in social services and community-based interventions

Lane 3: Equitably promote behavioral change and prevent reoffending by providing correctional interventions for those recommended for prison but receive probation or are at a high risk for reoffending. People in Lane 3 will likely require more correctional resources (i.e., more frequent check-ins, cognitive behavioral therapy, more extensive assessment and case planning, etc.) than people in Lane 2.

Implementation of the three-lane system will be completed by a series of overlapping workgroups, including one addressing each lane, for which the members will include participants from the advisory committee, additional community members, and a race equity advisor. Robina will facilitate the workgroups with external partners, which will focus on policy changes that require agreement across the system. RCCC, with the support of the project manager, will facilitate internal workgroups, which will focus on practice changes in the probation department. The multidisciplinary advisory committee from Phase One will serve as the steering committee for this implementation phase.

The workgroups will focus on the following discrete issues:

Lane One Workgroup (people who don't need to be on probation):

- **Identify people who could be unsupervised:** Re-evaluate the types of cases that are placed on probation and determine whether there are groups of cases that could be unsupervised instead.
- **Develop early discharge policies:** Ramsey County recently revised its early discharge policy to simplify it and ensure broader application. Extend policy to misdemeanor and gross misdemeanor cases, and help identify people already on probation (didn't have the benefit of early discharge policies) who could be stepped down to unsupervised probation or early release.
- **Review long probation sentences:** Minnesota recently enacted a 5-year cap on felony probation terms that was not retroactive. Develop a protocol for systematically reviewing cases with longer than 5 years of probation for early discharge consideration.

Lane Two Workgroup (may be over-supervised; high social support needs):

- **Decrease Conditions:** Work with judicial partners to reduce the number of probation conditions overall and to individualize and tailor probation conditions to target criminogenic needs.
- **Increase Collaboration Between Agencies and Social Service Providers (RCCC internal workgroup):** Create a more integrated system between probation and social services. Develop a more rigorous needs assessment at the intake process and introduce a system of direct hand-offs to address the needs of individuals on probation, and streamline and reduce the number of duplicative processes people need to engage in to access services. We plan to seek assistance from local corporations who have experience in process improvement.
- **Incorporate Incentives and Other Policy Changes into Response Protocols (RCCC internal workgroup):** Currently, adult probation procedures are outlined in what was formally called the ROMP (Responses to Offender Misconduct) but is now called the AIM (Adult Intervention Model). It is a sanctions model, and does not currently include incentives to acknowledge or reward accomplishments. In this portion of the project, a team of probation department representatives will revise the AIM to incorporate incentives.

Lane Three Workgroup (dispositional departures; higher risk):

- **Create Navigator Positions:** Develop a new "navigator" system to guide individuals on probation and their families through probation. Navigators would likely be people who completed a term

of probation in the past. RCCC anticipates working with culturally specific community service providers to develop this as a contracted service.

- **Rethink Confinement Sanctions:** During the pandemic, the use of confinement was severely curtailed and did not have a negative impact to public safety; therefore, the advisory committee recommended continuing this trend by working with criminal justice partners to develop new guidelines for the use of confinement as a sanction focusing both on when it should be used and the recommended duration.
- **Examine Failure to Maintain Contact Violations (Absconding):** Phase One found that “failure to maintain contact with the probation officer” (absconding) was the most common reason for probation violations. Pinpointing the reasons behind absconding is necessary to understand alternative methods of resolving it. RCCC will partner with Robina to conduct a study on absconding and recommend potential policies and practices for addressing it. The Robina Institute will collect and analyze quantitative data and conduct interviews with current and former individuals on probation.

While the full shift to the three-lane system is anticipated to be a five-year process, during the first two years, the ART will develop and implement multiple policy changes to transition to the three-lane system. The remaining three years will be aimed at refining those policies, improving implementation, and measuring outcomes.

Stage 1 (Months 1-5)

Given that the strategy proposals submitted at the end of Phase I were fairly high-level, the planning stage will be a critical foundation for this work. During this stage, Ramsey County Community Corrections and Robina Institute will flesh out the operational details of their strategy and develop an implementation and monitoring plan. This plan will include a number of specific components in addition to the operational parameters, including a projected impact analysis that estimates how the strategy will change probation outcomes (e.g. revocations); proposed performance metrics; and a discussion of how the strategy will be sustained beyond the lifetime of the grant and leadership changes. Throughout the planning process, Ramsey County Community Corrections and Robina Institute will be required to consider the strategy from a racial equity lens, with a particular emphasis on unintended consequences and who will/will not benefit from it (both the impact analysis and the performance metrics will focus on disparities in outcomes in addition to overall outcomes). The racial equity TA provider will support them in these efforts, and ISLG and the RRC Advisory Board will also provide TA throughout this stage.

- **Key Deliverable:** Detailed strategy proposal and implementation plan that includes an impact assessment and monitoring plan/performance metrics.

Stage 2 (Months 6-12)

Once the more detailed strategy plan has been fleshed out, Ramsey County Community Corrections and Robina Institute will move on to implementation, including any activities necessary to officially “launch” the strategy as detailed during Stage 1. During initial implementation Robina Institute will also set up and begin tracking performance metrics—including establishing a baseline to enable it to assess impact.

- **Key Deliverable:** Progress report at Month 12 that describes what has been accomplished during the first year of implementation, including preliminary findings from performance metrics if available.

Stage 3 (Months 13-24)

In Stage 3, sites will focus on ongoing implementation and monitoring. For Robina Institute, this will involve continuing quality control processes, and making course adjustments as necessary in response to

challenges (anticipated or unanticipated) or to better position Ramsey County Community Corrections for impact. Ramsey County Community Corrections will do this with assistance and support from Robina Institute, who will be responsible for providing both quantitative and qualitative data and feedback to probation on an ongoing basis. Quantitative feedback will consist of performance metrics, which will be tracked and reported to the Ramsey County Community Corrections and ISLG on a quarterly basis. Robina Institute will also explore implementation qualitatively, through some combination of interviews, focus groups, observations, and/or other activities examining experiences with the process of implementation and initial perceptions of the strategies. Ramsey County Community Corrections and Robina Institute will be encouraged to meet regularly to discuss how the strategy is working, share metrics and findings, and evolve or make tweaks to the strategy as needed.

At the end of Stage 3, Ramsey County Community Corrections and Robina Institute will develop a short public-facing policy brief (five to seven pages) that describes the reforms implemented, how they addressed drivers, and preliminary impacts.

- **Key Deliverables:** Policy brief and quarterly metrics submissions/progress updates.

Peer Learning Activities

Ramsey County Community Corrections will ensure that representatives from both Ramsey County Community Corrections and Robina Institute actively participate in peer learning activities throughout the contract period, including bi-monthly all-sites conference calls. Additionally, Ramsey County Community Corrections will also ensure that representatives of both Ramsey County Community Corrections and Robina Institute attend a full-day cross-site summit in early to mid-2023. At the summit, Ramsey County Community Corrections will ensure that both Ramsey County Community Corrections and Robina Institute share updates on their strategy work and other topics related to implementation successes and challenges with other jurisdictions, ISLG, and other attendees.

Timeline and Deliverables

Ramsey County Community Corrections will complete all project activities in a two-year contract period beginning on October 1, 2021 and will be responsible for submitting all deliverables to ISLG. At around this time, Ramsey County Community Corrections will ensure that representatives of both entities comprising the ART attend a webinar hosted by ISLG to kick off Phase II of the Challenge; reiterate key dates, expectations, and roles; and provide guidance on administrative and substantive processes. The project period will end on September 30, 2023, and Ramsey County Community Corrections will complete and release their policy brief to the public on or before this date. The full schedule of key activities and deliverables is laid out in Table 1 below.

Table 1.

Activity	Deliverable (to ISLG)	Due date
Kick-off webinar	Participation	By October 15, 2021
Individual check-in calls with ISLG and TA providers, and all-sites conference calls	Participation	Ongoing
Racial equity learning sessions	Participation	Ongoing
Develop strategy implementation plans, including assessment of projected impact, including impact	Draft strategy implementation plan	March 1, 2022

on racial equity, and performance metrics	Financial/expenditure grant report	
Collect and analyze data on performance metrics	Quarterly performance metrics	Quarterly, start date TBD
	Interim narrative and year 1 financial/expenditure grant report	September 30, 2022
Collect and analyze data on performance metrics	Quarterly performance metrics for Q1 2023 Financial/expenditure grant report	Q1 2023
Conduct additional data collection and analyses as needed and draft policy brief	Draft policy brief	June 15, 2023
Finalize policy brief	Final policy brief	By September 25, 2023
Release final policy brief	Public release	September 30, 2023
	Final narrative and financial/expenditure grant report	October 31, 2023

Appendix B**Deliverables, Timeline, and Fees**

Ramsey County Community Corrections will complete all project activities in a 2-year contract period beginning on October 1, 2021 and will be responsible for submitting all deliverables to ISLG. At the start of the contract term, Ramsey County Community Corrections will ensure that representatives of both entities comprising the Action Research Team for Ramsey County, Ramsey County Community Corrections and Robina Institute, attend a webinar hosted by ISLG to kick off Phase II of the Challenge; reiterate key dates, expectations, and roles; and provide guidance on administrative and substantive processes. The project period will end on September 30, 2023, and Ramsey County Community Corrections will complete and release their policy brief to the public on or before this date. Note that all grant spending must be concluded by no later than September 30, 2023. The schedule of key activities, deliverables, and payments is laid out in Table 1 below.

Table 1. Key Activities, Deliverables, and Payments¹

Activity	Deliverable (to ISLG)	Due date	Payment
Kick-off webinar	Participation	By October 15, 2021	\$40,000
Individual check-in calls with ISLG and TA providers, and all-sites conference calls	Participation	Ongoing	
Racial equity learning sessions	Participation	Ongoing	
Develop strategy implementation plans, including assessment of projected impact, including impact on racial equity, and performance metrics	Draft strategy implementation plan Financial/expenditure grant report	March 1, 2022	\$97,609.44
Collect and analyze data on performance metrics	Quarterly performance metrics	Quarterly, start date TBD	
	Interim narrative and year 1 financial/expenditure grant report	September 30, 2022	\$97,609.44
Collect and analyze data on performance metrics	Quarterly performance metrics for Q1 2023 Financial/expenditure grant report	Q1 2023	\$97,609.44
Conduct additional data collection and analyses as needed and draft policy brief	Draft policy brief	June 15, 2023	
Finalize policy brief	Final policy brief	By September 25, 2021	
Release final policy brief	Public release	September 30, 2023	

¹ Specific deliverable dates may change as the initiative unfolds. ISLG will provide updated dates to ARTs as needed.

	Final narrative and financial/expenditure grant report	October 31, 2023	\$97,609.44
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Payment Terms and Invoicing

Ramsey County Community Corrections will receive up to \$430,438 during the 2-year contract term of this project.

Ramsey County Community Corrections will submit all deliverables via email to Emily West (emily.west@ISLG.CUNY.edu) on or before the due date. Ramsey County Community Corrections will receive payment according to the schedule in Table 1, contingent on timely submission and approval of deliverables by ISLG, submission of a financial/expenditure grant report, and the submission of invoices via email to Emily West.

Notwithstanding the foregoing, ISLG reserves the right to modify the amount of the final payment based upon the information contained in Subcontractor's final financial/expenditure grant report. Ramsey County Community Corrections shall submit the final financial/expenditure grant report to ISLG by October 31, 2023 and ISLG reserves the right to modify the final payment amount if Ramsey County Community Corrections has not fully expended the funds provided during the term of the Subcontract. Additionally, if Ramsey County Community Corrections has received funds from ISLG that were not spent by September 30, 2023, Ramsey County Community Corrections will disclose this to ISLG and Ramsey County Community Corrections shall be required to return those unspent funds to ISLG. Additionally, in the event that this Subcontract is terminated, Ramsey County Community Corrections shall return any unspent funds to ISLG upon such termination.

APPENDIX C

GENERAL TERMS AND CONDITIONS

1. GENERAL PROVISIONS

By signing this Subaward the Subrecipient makes the certifications and assurances as stated in Paragraph 26 herein and also assures that it will comply with all applicable terms and conditions of the Prime Award, as referenced on the Subaward Cover Page and incorporated herein by reference.

2. SCOPE OF WORK

Subrecipient shall perform the services as set forth in the Scope of Work attached hereto as Appendix A. All information provided to the Research Foundation pursuant to this Subaward will at all times continue to be true, accurate and complete in all material respects.

3. BUDGET AND INVOICING

The Subrecipient shall invoice the Research Foundation no more than monthly and all invoices shall be on Subrecipient's letterhead and will be accompanied by all necessary documentation, as requested and in accordance with the Budget, deliverables, timeline & fees, attached hereto as Appendix B. The invoice shall be submitted to the Project Director via email in the same or similar format, including the same information as included in the attached Invoice, attached hereto as Appendix D.

Payments made under this Subaward will be made based upon documented completion and acceptance of deliverables as set forth in Appendix B. Completion of the deliverables along with any requested supporting documentation, in a manner acceptable to the Research Foundation's Project Director, must to be submitted to the Research Foundation's Project Director for approval prior to any payment to the Subrecipient.

The final invoice shall be submitted by the Subrecipient within thirty (30) days of the expiration of this Subaward, unless another time period is agreed to between the parties. If the final invoice is not received within thirty (30) days of expiration or by the alternate agreed-upon date of submission, it may be processed at the sole discretion of the Research Foundation. In the event of termination, the final invoice will be submitted in accordance with the terms and conditions stated in the notice of termination. Costs upon termination will be paid in accordance with Paragraph 8 herein.

Payment of the final invoice will terminate any obligation on the part of the Research Foundation for any additional payments to the Subrecipient.

4. SUBAWARD PURPOSE/REFERRAL FEES

The purpose of this Subaward is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code

Section 501(c)(3), and the Subaward will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives or violate any applicable local, state, federal, or foreign law.

There shall be no payment of referral fees, commissions or similar arrangements to any person or entity whatsoever related to this Subaward.

5. INDEPENDENT CONTRACTOR STATUS

A. The Subrecipient and Research Foundation agree that the relationship of Subrecipient is as independent contractor to Research Foundation.

B. All experts, consultants or employees of the Subrecipient who are employed by the Subrecipient to perform work under this Subaward are not employees of the Research Foundation. Subrecipient alone is responsible for their work, direction, compensation and personal conduct while engaged under this Subaward. Nothing in this Subaward shall impose any liability or duty on the Research Foundation for the acts, omissions, liabilities or obligations of the Subrecipient, its directors, officers, employees, agents and subrecipients.

C. Subrecipient shall be solely responsible for all physical injuries and/or death to its agents or employees or to any other person arising from the performance of its work under this Subaward or for damage to any property sustained during its work on the project under this Subaward. The Subrecipient shall be solely responsible for the safety and protection of all of its employees.

6. ASSIGNMENT and SUBCONTRACTING

A. Subrecipient shall not assign, transfer, convey or otherwise dispose of this Subaward or of Subrecipient's rights, obligations or duties, without the prior written consent of Research Foundation. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

B. Subrecipient shall not subaward any portion of the performance obligations of this Subaward without prior written approval of the Research Foundation, unless such subaward is identified within the approved Scope of Work and Budget.

7. MODIFICATION and NO-COST EXTENSION

This Subaward may be modified only by a written instrument executed by both parties, except a no-cost extension to this Subaward may be issued by the submission of a Research Foundation Payment Request, signed by the Project Director and acceptable to the Research Foundation or if requested by Subrecipient, an email from

the Project Director extending the term of the Subaward. **In no event shall the Subaward be extended beyond the term of the Prime Award.**

8. TERMINATION

A. Research Foundation shall have the right, upon thirty (30) days' prior written notice, to postpone, delay, suspend or terminate the Subaward or any part thereof which the Subrecipient is engaged to perform, at any time and for any reason in the Research Foundation's interest. Subrecipient shall be entitled to payment of allowable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

B. If the Prime Award is terminated, this Subaward will be terminated as soon as required by the Sponsor. Pending approval of the Sponsor, Subrecipient shall be paid allowable costs up to and including the date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

C. Research Foundation shall have the right to immediately terminate this Subaward in the event of material breach of this Subaward, including but not limited to non-performance or noncompliance with the Assurances and Certifications contained in Paragraph 26. At the sole discretion of the Research Foundation, Subrecipient shall be paid allowable costs up to and including the date of termination.

9. REPORTS

Unless otherwise stated in the Scope of Work, Subrecipient shall provide reports as required upon the request of the Project Director.

10. RECORDS AND AUDIT

Subrecipient will maintain and preserve, as applicable: (i) accurate and complete records of receipts and expenditures made from Subaward funds and (ii) all back-up files, papers, software code, instructions, specifications, materials, and documentation relating to, compromising, constituting, and/or necessary for the use of the Subaward-related Intellectual Property (as defined in Paragraph 14) during the term of this Subaward and for three (3) years thereafter. During the term of this Subaward, and for three (3) years thereafter, upon the request of Research Foundation or Sponsor, Subrecipient shall make such records available for inspection by Research Foundation or Sponsor and their representatives during normal business hours, and Subrecipient shall cooperate and assist the Research Foundation or Sponsor with their review of such records. In the event of termination of this Subaward as set forth in Paragraph 8 the Research Foundation or Sponsor may, in writing, request that Subrecipient provide

them with copies of such records, and Subrecipient will provide all such materials to them within ten (10) business days of their written request.

11. NOTICES

The mailing of all notices, by certified mail, addressed to the Subrecipient shall be deemed sufficient notice to the Subrecipient.

A facsimile or email notice to the Subrecipient at the facsimile number or email address listed on the Subaward Cover Page and a copy sent via First Class Mail at the address referred to on the Subaward Cover Page shall also be deemed sufficient notice to the Subrecipient .

12. HOLD HARMLESS AND INDEMNIFICATION

Subrecipient shall indemnify Research Foundation against and hold Research Foundation harmless from any and all claims, actions, proceedings, expenses, damages, or liabilities, including attorney fees and court costs, resulting from the negligent acts, fault or default of the Subrecipient, its directors, officers, employees, agents and subrecipients.

In the event that Subrecipient is a government agency or otherwise subject to government limitations regarding tort liability indemnification and unable to comply with the indemnification requirements herein, then Subrecipient agrees to indemnify the Research Foundation to the extent that is allowed by the law that limits the Subrecipient.

13. INSURANCE

A. Subrecipient will, at its expense, maintain at all times during the term of this Subaward or any amendment thereto, general liability insurance and/or a program of self-insurance for property damage and bodily injury to cover the performance of this Subaward. In no event shall the insurance limits be less than \$1,000,000 per occurrence for property damage and bodily injury. The policy shall be obtained from an insurer licensed to do business in the State of New York and the insurer shall have a Best's rating of no less than B+. Each insurance policy will name Research Foundation as additional insured and will contain a clause requiring the insurer to give the Research Foundation at least 30 days prior written notice of any alteration in the terms of such policy or cancellation. If the Subrecipient is self-insured and cannot provide a Certificate of Insurance naming Research Foundation as an additional insured, then a statement must be submitted by Subrecipient's authorized signatory, risk manager, or principal indicating the same. Upon execution of this Subaward, Subrecipient will deliver to Research Foundation a certificate evidencing such insurance.

B. Execution of this Subaward by the Research Foundation is conditioned upon receipt of the appropriate Certificate of Insurance.

C. The parties anticipate that insurance requirements set forth in Paragraph 13(A) above are sufficient to carry out the statement of work contemplated under this Subaward, and that there is no need for additional insurance coverage; however, the Subrecipient acknowledges that during its performance of this Subaward, should any circumstance(s) arise which would warrant a need for additional insurance coverage, the Research Foundation may request the Subrecipient to obtain such additional insurance coverage.

14. INTELLECTUAL PROPERTY AND PUBLICITY

A. All Research Foundation Intellectual Property and Background Technology, and any other Research Foundation proprietary information existing at the commencement of this Subaward and used in the performance of this Subaward shall remain the property of the Research Foundation. Subrecipient Intellectual Property and Background Technology and any other Subrecipient proprietary information existing at the commencement of this Subaward and used in the performance of this Subaward shall remain the property of the Subrecipient. It is agreed that no patent right, copyright or right in any proprietary information existing at the time of commencement of this Subaward shall be transferred between the parties by virtue of this Subaward.

B. Subrecipient retains rights to patents and/or copyrights for any qualifying items or materials developed under this project. Subrecipient grants Research Foundation and Sponsor a non-exclusive, non-commercial, perpetual, worldwide, transferable, royalty-free license (the "License") to:

(i) any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, trademarks, and trade secrets;

(ii) applications or derivatives of or related to any of the foregoing; and

(iii) any other intellectual property rights;

that (x) arise or result from the Subrecipient's direct or indirect use of the funds provided by this Subaward, or (y) are created by or for Subrecipient in furtherance of the scope of work (collectively, the "Subaward-related Intellectual Property"). The License includes at least the following rights: (i) to make or have made, use, import, or provide any service, product, method, or apparatus, covered by the Subaward-related Intellectual Property for non-commercial purposes; (ii) to reproduce, prepare derivative works of, make improvements to, perform, display, and distribute any work, process, or service, covered by the Subaward-related Intellectual Property; and (iii) a limited right to sublicense the Subaward-related Intellectual Property to third-parties either for use by any such third party solely to support Research Foundation or Sponsor's non-commercial use of the Subaward-related Intellectual Property, or for non-commercial use by any such third-party.

C. Subrecipient agrees to consult with the Research Foundation prior to publication or other disclosure of the results of the work produced under this Subaward to ensure that no proprietary information is being released and for protection of patent rights. Proposed publications based on the work performed pursuant to this Subaward shall be submitted to the Research Foundation for review thirty (30) days prior to publication. Research Foundation shall have thirty (30) days from receipt to review the publication and to advise of any changes or for filing for patent protection. If Research Foundation wishes to file for patent protection, Subrecipient agrees to delay publication for up to ninety (90) days from the Research Foundation's receipt of the proposed publication.

D. In the event that Subrecipient wishes to release information relating to this Subaward (i.e. information mentioning this Subaward, Research Foundation, ISLG, Arnold Ventures and/or the Sponsor) it shall contact the Project Director to ensure that the information has the approval of the Sponsor. This section does not affect Subrecipient's rights to publish any materials or research funded with this Subaward or to release public statements or release information about activities or research funded with this Subaward to the extent such materials, research, statements, or information do not mention the Subaward, Research Foundation, ISLG, Arnold Ventures and/or the Sponsor.

15. INFRINGEMENTS

The Subrecipient agrees to indemnify and hold Research Foundation harmless to the extent allowed by law for any damage or loss or expense sustained by Research Foundation as a result of any infringement by the Subrecipient of any copyright, trademark or patent rights or design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Subrecipient in the performance of this Subaward.

16. GOVERNING LAW

INTENTIONALLY OMITTED

17. ORDER OF PRECEDENCE

In the event of a conflict in the terms of this document and its attachment the following order of precedence will be applied:

1. Prime Award
2. This Appendix C: General Terms and Conditions, including Special Terms and Conditions, if applicable
3. Subaward Cover Page, Budget and Scope of Work

18. GENERAL RELEASE

The acceptance by the Subrecipient or any person under the direction of the Subrecipient of any payment made on the final invoice under this Subaward shall operate as and shall be a release to Research Foundation from all claims for payment to the Subrecipient, its successors, legal representatives and assigns for anything done or furnished under the provisions of this Subaward.

19. ONE YEAR LIMITATION

No action shall lie or be maintained against Research Foundation upon any claim based on this Subaward or arising out of this Subaward or out of anything done in connection with this Subaward unless such action is commenced within one year after the termination or expiration of this Subaward.

20. NON-WAIVER

Any failure or delay of the Research Foundation in exercising or enforcing the strict performance of any of the Subrecipient 's obligations under this Subaward or in exercising or enforcing any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation right or remedy. No waiver by the Research Foundation of any provision of this Subaward shall be deemed to have been made unless set forth in writing and signed by the Research Foundation.

21. ENTIRETY OF AGREEMENT

This Subaward with its attachments embodies the entire understanding of the parties and there are no other agreements or understandings between the parties relating to the subject matter herein.

22. FORCE MAJEURE

Neither party shall be liable for failure or delay in the performance of any duties under this Subaward when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorists activities; government restrictions; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

23. PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Subaward

and in no way affect the Subaward.

24. COUNTERPARTS and e-SIGNATURES

This Subaward may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one executed Subaward. The parties agree that execution of this Subaward by exchanging facsimile, PDF, or e-Signature (as defined below) signatures shall have the same legal force and effect as the exchange of original signatures. Pursuant to this Subaward, e-Signatures shall mean a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document, that (a) is unique to the person making the signature; (b) uses a technology or process to ensure the signature is under the sole control of the person making the signature; (c) uses a technology or process that can identify the person using the technology or process; and (d) has an electronic signature that can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the electronic signature was incorporated in, attached to or associated with the electronic document.

25. SEVERABILITY

If any part of this Subaward is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Subaward, which other part or provision shall remain in full force and effect.

26. ASSURANCES and CERTIFICATIONS

EXPORT CONTROLS

A. Subrecipient agrees to comply and reasonably assist the Research Foundation, upon request, in complying with, all applicable U.S. Government export and import laws and regulations, including but not limited to U. S. Department of Commerce Export Administration Regulations (EAR), 15 CFR 730-774, as applicable, and the U.S. Department of State International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, as applicable.

B. Subrecipient agrees that it will not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by ITAR, EAR, the Office of Foreign Assets Control (OFAC), the United States Department of State's State Sponsors of Terrorism, or by any other government agency that requires said approval without first obtaining the appropriate license.

C. Subrecipient confirms that any confidential information disclosed during the course of the work herein will not contain export controlled technology or technical data identified on any U.S. export control list, including but not limited to the Commerce Control List (CCL), 15 CFR 774 and the U.S. Munitions List (USML), 22 CFR 121.

D. In the event, the Subrecipient intends to provide export controlled information, the Subrecipient will inform Research Foundation thirty (30) days prior to the release of such export controlled technology or technical data. Export controlled information will not be released to Research Foundation or CUNY personnel without prior written consent of the Research Foundation. If the U.S. government imposes a fine or penalty upon the Research Foundation because of the Subrecipient's failure to notify the Research Foundation, Subrecipient agrees to indemnify and hold the Research Foundation harmless from any and all resulting fines and penalties from such omission.

CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

A. Subrecipient agrees that it: (a) will comply with the Title VI and Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color and national origin; (b) Title IX of the Education Acts of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Sections 503/504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 – 6107); (e) Drug Abuse Office and Treatment Act of 1972, (P.L. 92-255). as amended; (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616, as amended; (g) American with Disabilities Act of 1990; (h) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (P.L. 92-540 & 93-508), E.O. 11701 and regulations of the Secretary of Labor promoting opportunities for the disabled and Vietnam veterans, along with related regulations and reporting requirements of each.

B. Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or age and will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or status as a disabled or Vietnam era veteran Vietnam Veteran Re-Adjustment Act of 1972, as amended.

C. In the event of the Subrecipient's noncompliance with the Equal Opportunity clause of this Subaward or any of the said rules, regulations, or orders, this Subaward may be cancelled, terminated or suspended, in whole or in part, as deemed appropriate by the Research Foundation.

PROTECTION OF HUMAN SUBJECTS

A. If this Subaward involves the use of human subjects, the Subrecipient agrees that the rights and welfare of human subjects will be protected in accordance with the Code of Federal Regulations, 45 CFR Part 46, subpart A, "Protection of Human Subjects" including the Federal Policy for the Protection of Human Subjects and the regulations of the Office for Human Research Protections (OHRP) in HHS, the federal agency charged with ensuring compliance with the human research participants.

B. Upon request the Subrecipient will submit evidence of approval of the Subrecipient's Institutional Review Board indicating the review and approval of the human subjects' research protocol for this project.

PRIVACY AND SECURITY OF PERSONAL HEALTH INFORMATION

If Subrecipient is a covered entity pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Part 160 and Subparts A and E of Part 164 or P. L. 104-191, 110 Stat. 1936 and the Privacy Act of 1974, then Subrecipient represents and warrants that any individually identifiable personal health information used or disclosed in connection with this Subaward shall be protected in accordance with applicable statutes and regulations regarding the privacy and security of such information.

CLEAN AIR AND WATER ACT

The Subrecipient agrees: (a) to comply with all the requirements of the Clean Air Act, as amended and the Federal Water Pollution Control Act, as amended respectively, relating to inspection, monitoring entry, reports, and information, as well as other requirements specified in the Clean Air Act and the Federal Water Pollution Control Act, respectively, and all regulations and guidelines issued thereunder before the award of this Subaward; (b) that no portion of the work required by this Subaward will be performed in a facility listed on the Environmental Protection Agency list of Violating Facilities on the date that this Subaward was awarded unless and until EPA eliminates the name of such facility or facilities from such listing; and (c) to use its best efforts to comply with clean air standards and clean water standards at the facility in which this Subaward is being performed.

CERTIFICATION REGARDING VICTIMS OF TRAFFICKING

Subrecipient's signature on this Subaward constitutes a certification that it is in compliance with the Victims of Trafficking and Violence Protection Act of 2000, P. L. 108-193 and P.L 109-164; codified at 22 USC 7104 as amended, 2 CFR 175 (award term for trafficking in persons for grants and cooperative agreements), or FAR regulation at Subpart 22.17; FAR contract clause at 52.222.50, as applicable. Subrecipient further certifies that it will notify the Federal government in the event of violation by any employee.

NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Subrecipient certifies that it shall be subject to, and comply with, the New York State Information Security Breach and Notification Act (the "Act") (N.Y. Gen. Bus. Law § 899-aa), if applicable. Subrecipient agrees to notify Research Foundation immediately if it has cause to believe that any applicable data received or prepared under this Subaward may have been obtained by an unauthorized person as defined in the Act and that Subrecipient will consult with Research Foundation prior to, during and after any required notifications. Subrecipient agrees to be solely responsible for any required notifications and agrees to indemnify Research Foundation against any damage due to a breach of security caused by Subrecipient.

CARE OF LABORATORY ANIMALS

If the work under this Subaward involves the use of laboratory animals, the Subrecipient agrees that it will comply with the applicable portions of the Animal Welfare Act (P.L. 89-544, as amended, (P.L. 91-579 and 94-279) U.S.C. 2131 at seq.), and will follow the guidelines prescribed in DHHS Publications No. 86-23 Rev. 1985 or succeeding revisions (NIH) "Guide for the Care and Use of Laboratory Animals." If using animals, as specified in NIH GUIDE, Vol. 14 No. 8 June 25, 1985, Subrecipient shall comply with regulations cited therein and provide Research Foundation with an approval from an appropriate institutional committee that the policy requirements are being met.

CONFLICT OF INTEREST

The Subrecipient affirms that to the best of its knowledge there exists no actual or potential conflict between the Subrecipient's family, business or financial interests and its services under this Subaward. The Subrecipient will notify the Research Foundation of all changes in any of the interests listed above during the term of this Subaward and any amendments thereto. The Research Foundation reserves the right in its sole discretion to determine whether or not any of the interests required to be disclosed by this paragraph will disqualify the Subrecipient from performing the services called for by this Subaward.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Subrecipient's signature on this Subaward constitutes a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or other government agency. If at any time, Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall promptly notify Research Foundation. In the event Subrecipient fails to notify Research Foundation, this Subaward will terminate as of the date of such debarment, suspension, ineligibility and/or voluntary exclusions, such failure to notify is

considered a material breach of this Subaward. In the event the Subrecipient or its principals become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or other government agency, the Subaward will terminate immediately pursuant to Paragraph 8(C), as debarment, suspension, ineligibility and voluntary exclusions are each considered a material breach.

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL) Section 165-a, effective April 12, 2012. This act may be viewed in its entirety at <http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf>. Pursuant to SFL Section 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (“prohibited entities list”) of “persons” who are engaged in “investment activities in Iran” (defined terms in the law). The list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Subrecipient certifies that it is not included on the prohibited entities list. Subrecipient further certifies that it will not contract with any organization that is identified on the prohibited entities list. If at any time Subrecipient or any organization it contracts with is added to the prohibited entities list it shall immediately notify Research Foundation.

COMPLIANCE WITH LAWS

The Subrecipient shall perform all services under this Subaward in accordance with all applicable laws and regulations as are in effect at the time such services are performed.

November 2021 (revised)

**APPENDIX D
SAMPLE INVOICE**

Reducing Revocation Challenge	
Subrecipient Name: _____	Subaward #: _____
Subaward Term: October 1, 2021 - September 30, 2023	Invoice Date: _____
Invoicing Period: _____ through _____	

Deliverable(s)	Amount
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

I certify that the fee(s) in this invoice are for the deliverable(s) stated, completed consistent with the Reducing Revocation Challenge Subaward Agreement between the Research Foundation of the City University of New York and my organization, that this invoice is true, complete, and accurate, and that no part of the fee(s) has been previously certified and submitted for payment.

Name and Title of Certifying Officer [GRANTEE] _____	Date _____
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CUNY Institute for State and Local Governance has approved the deliverable(s) described herein as satisfactory and timely submitted.

Name and Title of Certifying Officer ISLG _____	Date _____
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Certificate Of Completion

Envelope Id: 4B9C7FB5E2D347BC82E87B5E0C2ABBCEB	Status: Sent
Subject: DocuSign: County of Ramsey-CUNY ISLG RRC Subaward (CM00007039-00)	
Source Envelope:	
Document Pages: 21	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Matthew Drost
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	230 West 41st Street
	7th Floor
	New York, NY 10036
	Matthew_Drost@rfcuny.org
	IP Address: 128.228.133.120

Record Tracking

Status: Original	Holder: Matthew Drost	Location: DocuSign
11/17/2021 12:47:05 PM	Matthew_Drost@rfcuny.org	

Signer Events

Signature	Timestamp
Alexandra Kotze	Sent: 11/17/2021 3:49:59 PM
alexandra.kotze@co.ramsey.mn.us	Resent: 11/17/2021 4:30:13 PM
Chief Financial Officer	Resent: 11/17/2021 4:35:10 PM
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Matthew Drost
matthew_drost@rfcuny.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jeffrey Slonim
Jeffrey_Slonim@rfcuny.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Carbon Copy Events **Status** **Timestamp**

Karen Goldstein	COPIED	Sent: 11/17/2021 3:50:00 PM
Karen.Goldstein@islg.cuny.edu		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Laurie Pierce laurie.pierce@co.ramsey.mn.us Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 11/17/2021 4:30:14 PM Viewed: 11/17/2021 5:59:11 PM</p>
<p>Roohi Gupte Roohi.Gupte@islg.cuny.edu Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 11/17/2021 3:50:00 PM Viewed: 11/17/2021 3:50:24 PM</p>
<p>Darryl Singh Darryl_Singh@rfcuny.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/17/2021 3:50:00 PM
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Payment Events	Status	Timestamps
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