

## 2017 - Sexual Assault Services Formula Program (SASP) Special Conditions

### A. Standard Conditions

1. **Future Funding:** The capacity for VOCA, S.T.O.P. VAWA, and/or Sexual Assault Services Program (SASP) formula grant funds to provide future continuation dollars for projects is undetermined at this time. Grantee Agencies are advised to seek other funding sources, especially for personnel dollars.
2. Grantee Agency shall notify the Office for Victims Programs (OVP) if the agency has obtained funding for a specific (OVP) funded position that totals more than 100% of the cost for that position. The agency must resolve the allocation of funds to the satisfaction of the Division of Criminal Justice.
3. Grantee Agency must notify the Office for Victims Programs (OVP) immediately in writing, via email, regular mail or COGMS, as appropriate, of:
  - any OVP grant funded personnel changes;
  - any OVP grant funded position that is vacant for 45 days;
  - any change of an Official and/or employee who is listed as responsible party on this OVP grant funded project.
4. **State Confidentiality of Victims Information:** The Grantee Agency certifies that the signing authorities, all staff and volunteers assigned to the project have read and understand, state laws and applicable rules of professional conduct related to issues of confidentiality and privilege, particularly with respect to releasing identifying information about victims of crime, include, but not limited to, those found in C.R.S. §13-90-107.
5. **Colorado Victims Rights Act (Applies to Government Agencies only):** The Grantee Agency assures that the application signatories, all staff and all volunteers assigned to the funded project have read and understand the rights afforded to crime victims pursuant to §24-4.1-302.5 C.R.S., and the services delineated pursuant to §24-4.1-303 and 24-4.1-304 C.R.S., commonly known as the Victim Rights Act, and enabling legislation.

**B. Program Specific Requirements** - The following program specific requirements are imposed by the Federal or State sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements which must be passed on to grant award recipients (Grantee Agencies).

1. The grantee agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/grantees>. These do not supersede any specific conditions in this award document.
2. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L.

109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

3. The Violence Against Women Reauthorization Act of 2013 added a civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits grantees of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The grantee acknowledges that it will comply with this provision. The grantee also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.
4. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
5. Grant funds may be used only for the purposes in the grantee's approved application. The grantee shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from OVW.
6. The grantee agrees to comply with the provisions of **42 U.S.C. 13925(b)(2)**, nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The grantee also agrees to ensure that any subrecipients ("subgrantees") at any tier meet these requirements.

**Note: Section 13925 was editorially reclassified as section 12291 of Title 34, Crime Control and Law Enforcement.**

7. The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.
8. The Director of OVW or DCJ, upon a finding that there has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is

satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.

9. Program income, as defined by 2 CFR 200.80, means gross income earned by the grantee that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Without prior approval from DCJ, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the grantee must seek approval from its DCJ program manager prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved must be reported in the grantee's quarterly Program Income Report (DCJ Form 1-B). If the program income amount changes (increases or decreases) during the project period, it must be approved by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the grantee.
10. The grantee agrees to monitor subgrantees to ensure that written materials or other products developed with OVW Formula Grant Program funding fall within the scope of the program and do not compromise victim safety.
11. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."
12. All materials and publications (written, visual, or sound) resulting from subaward activities shall contain the following statements: "This project was supported by subgrant No. \_\_\_\_\_ awarded by the state administering office for the SAS Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women."
13. Pursuant to 2 CFR §200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW and DCJ reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.  
  
OVW and DCJ also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subgrantee ("subgrantee") of this award, for Federal purposes, and to authorize others to do so.  
  
In addition, the grantee (or subgrantee, contractor or subcontractor of this award at any tier) must obtain advance written approval from the DCJ, and must comply with all conditions specified by DCJ in connection with that approval, before: 1) using award

funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the grantee (and of each subgrantee, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

14. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25 per hour. A detailed justification must be submitted to and approved by OVW prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.
15. The grantee acknowledges that funds may only be used for the provision of direct intervention and related assistance to victims of sexual violence and their family and household members, including 24-hour crisis line services, medical and criminal justice/civil legal accompaniment, advocacy, and short term individual and group support counseling. Funds cannot be used towards prevention education efforts, projects focused on training allied professionals and/or communities, or the establishment or maintenance of Sexual Assault Response Teams.
16. The grantee will verify that subgrantees ("subgrantees"), except governmental rape crisis centers and tribal governmental programs, will be organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.
17. The grantee agrees that it will meaningfully engage with and include participation from the state or territorial sexual assault coalition and representatives from underserved communities in the implementation of state or territorial plans to administer the SAS Formula Grant Program.
18. The grantee acknowledges that part of this award comes from funding under the Rape Survivor Child Custody Act (RSCCA). Funding under the RSCCA is subject to the same requirements as the SAS Formula Grant Program funding. The grantee may receive funding under the RSCCA no more than four times.
19. The grantee understands and agrees that it has responsibility for approval of program income earned by subgrantees. Program income, as defined by 2 CFR 200.80, means gross income earned by a non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subgrantees must seek approval from the grantee prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the grantee must be reported by the subgrantee to the grantee so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the grantee must provide approval by

the end of the project period. Failure to comply with these requirements may result in audit findings for both the grantee and the subgrantee.

20. The Sexual Assault Services (SAS) Program was created by the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA 2005), [42 U.S.C. §14043g](#). The Sexual Assault Services Formula Program (SAS Formula Program) directs grant dollars to states and territories to assist them in supporting rape crisis centers (including governmental rape crisis centers not in territories and tribal governmental programs) and nonprofit, nongovernmental organizations that provide core services, direct intervention, and related assistance to victims of sexual assault regardless of age. Rape crisis centers and other nonprofit organizations such as dual programs providing both domestic violence and sexual violence intervention services play a vital role in assisting sexual assault victims through the healing process, as well as assisting victims through the medical, criminal justice, and other social support systems. In order to provide comprehensive services to victims of sexual assault, the SAS Formula Program will assist states and territories in supporting rape crisis centers and other nonprofit organizations in the provision of direct intervention and related assistance.

None of the following activities will be conducted under the OVW federal action:

- a. New construction.
- b. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.
- c. A renovation which will change the basic prior use of a facility or significantly change its size.
- d. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- e. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to 28 CFR Part 61 (adopted by OVW at 28 CFR § 0.122(b)).

**Note: Section 14043g was editorially reclassified as section 12511 of Title 34, Crime Control and Law Enforcement.**