

2015 – S.T.O.P. Violence Against Women Act (VAWA) Special Conditions

1. 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.
2. The grantee understands and agrees that grant funds may be frozen if the grantee does not respond in a timely fashion to requests to address Office of the Inspector General audit findings and financial or programmatic monitoring findings.
3. Grant funds may be used only for the purposes in the grantee's approved grant award. The grantee shall not undertake any work or activities that are not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from DCJ.
4. 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 and/or 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.
5. The grantee agrees to comply with the provisions of 34 U.S.C. 12291(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.
6. All materials and publications (written, visual, or sound) resulting from grant award activities shall contain the following statements: "This project was supported by grant No. _____ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women."
7. The 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; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.
8. Pursuant to 2 CFR §200.3 IS(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. DCJ

and the Office on Violence Against Women 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 State or Federal purposes, and to authorize others to do so.

DCJ and the Office on Violence Against Women 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 of this award, for State or Federal purposes, and to authorize others to do so.

In addition, the grantee (or subgrantee, contractor or subcontractor) must obtain advance written approval from DCJ, and must comply with all conditions specified by DCJ and/or OVW 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.

9. The grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population ; or (8) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide ; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial , or tribal domestic violence, dating violence , sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this Program has informed and will continue to inform State, local, territorial or tribal domestic violence , dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.
10. The grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as, uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.

11. 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 Part 61 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)).

12. Confidentiality (90.4(b))

- a. Grantee shall not disclose personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected
- b. Grantee may release information if there is a statutory or court mandate or victim signs a release.
- c. VAWA confidentiality provision applies to disclosures from victim services divisions/components of larger organizations to non-victim services divisions/components or organizational leadership.
- d. Grantee are responsible for taking reasonable efforts to prevent inadvertent release
- e. Grantee must document compliance with confidentiality requirements
- f. Release of Information:
 - i. Structure:
 1. Written, informed, time-limited
 2. Must specify scope and limited circumstances of disclosure (no blanket releases)
 3. Discuss with victim why information might be shared, who would have access, and what information could be shared (record in release)
 4. Specify duration - reasonableness depends on situation
 5. Consent to release may not be requirement for services
 - ii. Appropriate Signers:
 1. Victim
 2. Unemancipated minor victim:
 - a. The minor and parent or guardian
 - b. Parent or guardian not needed if minor allowed to receive services without additional consent
 - c. Abuser of minor or of other parent cannot consent

- d. If minor is incapable of knowingly consenting, then parent or guardian (notify minor as appropriate)
- 3. Legally incapacitated victim:
 - a. Legally-appointed guardian
- g. DV Fatality Reviews:
 - i. May share information about deceased victims with fatality review if:
 - 1. Underlying objectives: prevent future deaths, enhance safety, and increase offender accountability
 - 2. Fatality review includes policies and protocols to prevent further release
 - 3. Grantee makes reasonable effort to get release from victim's personal representative and any surviving minor children
 - 4. Information released is limited to that necessary for fatality review