

## 2016 – S.T.O.P. Violence Against Women Act (VAWA) Special Conditions – Amended 10/10/18

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

### **A. VAWA Requirements for Grantees:**

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. 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 grant award, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from DCJ.
3. 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 .
4. 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. The grantee also agrees to ensure that any subgrantees meet these requirements.
5. 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 ."
6. 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; 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.

7. 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. 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 and 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 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 the 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.

8. 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)).
9. 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

## **B. Crime Victims Services (CVS) Requirements:**

- 1. **Future funding:** The capacity for CVS grant funds to provide future dollars for projects is undetermined at this time.
- 2. Grantee Agency shall notify the Division of Criminal Justice (DCJ) if the agency has obtained funding for a specific (CVS) 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 DCJ.

3. Grantee agency must notify DCJ immediately in writing, in the method determined by DCJ of:
  - any CVS grant funded personnel changes;
  - any CVS grant funded position that is vacant more than 45 days;
  - any change of an Official and/or employee who is listed as a responsible party on this CVS grant funded project.
4. State Confidentiality of Victims Information: The Grantee 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, including, but not limited to, those found in C.R.S. 13-90-107.
5. Colorado Victim Rights Act (Applies to Government Agencies only): The Grantee Agency assures that Grant signatories, all staff and 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.