

## 2018 – S.T.O.P. Violence Against Women Act (VAWA) Special Conditions

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. 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.

### **B. VAWA Programmatic Requirements**

1. 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

### **C. VAWA Award Conditions:**

1. Requirement to report actual or imminent breach of personally identifiable information (PII)

The grantee (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The grantee's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

2. Availability of general terms and conditions on OVW website

The grantee agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/grantees/award-conditions>. These do not supersede any specific conditions in this award document.

3. Compliance with solicitation requirements

The grantee agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

4. Non-supplantation

The grantee agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

5. Verification and updating of Project Officials

Grantee must maintain its Project Director, Financial Manager, and Authorized Representative (Signature Authority), including telephone number and e-mail address. If any information is incorrect or has changed, a Change in Project Official (DCJ Form 4-B) must be submitted to DCJ within 15 days of project official change.

6. Performance progress reports and final report submission

The grantee agrees to provide DCJ with specific information made under this award. The grantee agrees to submit a quarterly narrative report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; and c) such other information as DCJ may prescribe. Grantees are required to submit this report after the end of each quarter. Grantees must use the designated forms and/or systems made available by DCJ for performance reporting, which identify the information that grantees and subgrantees must collect and report as a condition of receiving funding under this award.

7. Quarterly financial status reports

The grantee agrees that it will submit quarterly Financial Report (DCJ Form 1-A) to DCJ, not later than 15 days after the end of each calendar quarter. The final Financial Report shall be submitted not later than 45 days following the end of the award period.

8. Grantee program income

The grantee understands and agrees that it has responsibility to report program income earned. Program income, as defined by 2 C.F.R. 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 the award, grantees must seek approval from DCJ prior to generating any program income. Any program income added to the award must be used to support activities that were approved in the budget and follow the conditions of the grant agreement. Any program income approved by DCJ must be reported by the subgrantee to DCJ. If the program income amount changes (increases or decreases) during the project period, DCJ must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings.

9. Subgrantee product monitoring

The grantee agrees to monitor subgrantees to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

10. Publication disclaimer

The grantee agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "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 U.S. Department of Justice." The grantee also agrees to ensure that any subgrantee at any tier will comply with this condition.

11. Publications disclaimer for STOP Formula grantees

The grantee agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. \_\_\_\_\_ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's 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."

12. Copyrighted works

Pursuant to 2 C.F.R. 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 OVW 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.

DCJ and OVW 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 grantee ("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 DCJ, and must comply with all conditions specified by the program manager 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.

### 13. Consultant compensation rates

The grantee acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, grantees must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day.

### 14. Required SAM and FAPIIS reporting

The grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, grantees of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW web site at: <https://www.justice.gov/ovw/grantees/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

### 15. Ongoing compliance with statutory certifications

The grantee agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the grantee's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

#### 16. Requirements for grantees and subgrantees providing legal assistance

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 (B) (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, dating 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 grant 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, or child sexual abuse is an issue. The grantee also agrees to ensure that any subgrantee (“subgrantee”) at any tier will comply with this condition.

#### 17. Categorical Exclusion for Colorado Division of Criminal Justice

The STOP (Services, Training, Officers, and Prosecutors) Violence Against Women Formula Grant Program (STOP Formula Grant Program) is authorized by the Violence Against Women Act (VAWA) and subsequent legislation. The STOP Formula Grant Program supports communities, including Indian tribes and Alaska Native villages, in their efforts to develop and strengthen law enforcement, prosecution, and court strategies to combat violent crimes against women, and to develop and strengthen victim services, including community-based, culturally-specific services, in cases involving sexual assault, domestic violence, dating violence, and stalking.

Renovations and construction are unallowable under the grant, and therefore none of the following activities will be conducted under the OVW federal action (i.e., the OVW-funded grant project) or a related third-party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.

(5) Implementation of a program involving the use of chemicals.

In addition, the OVW federal action is neither a phase nor a segment of a project that, when reviewed in its entirety, would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office on Violence Against Women's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)). Also, no further analysis is required under the National Historic Preservation Act or other related statutes and regulations.