Oregon Department of Justice
Crime Victim and Survivor Services Division

Sexual Assault Services Program (SASP)

SASP Guidance

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Table of Contents

SECTION I - INTRODUCTION

A. History of the Sexual Assault Services Grant Program

The Sexual Assault Services Formula Program (SASP), created by the Violence Against Women Act of 2005 (VAWA 2005), is the first federal funding stream solely dedicated to the provision of direct intervention and related assistance for victims of sexual assault. This program is administered by the United States Department of Justice, Office of Justice Programs, Office on Violence Against Women (OVW).

SASP directs grant dollars to states and territories to assist them in supporting rape crisis centers and other nonprofit, nongovernmental organizations or tribal programs that provide core services, direct intervention, and related assistance to victims of sexual assault. Rape crisis centers and other nonprofit and tribal organizations, such as dual programs providing both sexual violence and domestic 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 social support systems. Funds provided through the SAS Formula Program are designed to supplement other funding sources directed at addressing sexual assault at the state and territorial level.

B. Purpose of the Sexual Assault Services Grant Program

Overall, the purpose of the SASP is to provide intervention, advocacy, accompaniment, support services, and related assistance for adult, youth, and child victims of sexual assault, family and household members of victims, and those collaterally affected by the sexual assault. The SASP Program supports efforts to help survivors heal from sexual assault trauma through direct intervention and related assistance from social service organizations such as rape crisis centers through 24-hour sexual assault hotlines, crisis intervention, ongoing advocacy, and medical and criminal justice accompaniment. The SASP will support such services through the establishment, maintenance, and expansion of rape crisis centers and other programs and projects to assist those victimized by sexual assault.

C. Crime Victim and Survivor Services Division

The Oregon Department of Justice (ODOJ), Crime Victim and Survivor Services Division (CVSSD) is the State Administrative Agency (SAA) for the STOP VAWA Program. CVSSD makes subawards to State and local units of government, non-profit agencies, and tribal governments.

CVSSD has prepared this Grant Guidance to assist subrecipients in complying with state and federal requirements. Federal fiscal requirements are set forth in the 2024 DOJ Grants Financial Guide (updated in December 2025).

The Crime Victim and Survivor Services Division (CVSSD) of the Oregon Department of Justice has specific program responsibility for SASP (as authorized through ORS 147.231), and other grants related to serving victims of crime.

* *Grantees are referred to as subrecipients throughout this document.*

SECTION II - SASP PURPOSE AREAS

A. Federal Purpose

By statute, funds under SASP may be used for the following purpose:

- To support the establishment, maintenance, and expansion of rape crisis centers and other nongovernmental or tribal programs and projects to assist individuals who have been victimized by sexual assault, without regard to the age of the individual.

Note: "Without regard to the age of the individual" was added by the Violence Against Women Reauthorization Act of 2013, which means that funded service providers must provide services to sexual assault victims of all ages.

SASP funds shall be used to provide grants to rape crisis centers and other nonprofit, nongovernmental organizations or tribal programs for programs and activities that provide direct intervention and related assistance. Intervention and related assistance may include any of the following statutory program purposes (pursuant to 34 U.S.C. § 12511(b)(2)(C)):

1. 24-hour hotline services providing crisis intervention services and referral;
2. Accompaniment and advocacy through medical, criminal justice, and social support systems, including medical facilities, police, and court proceedings;
3. Crisis intervention, short-term individual and group support services, direct payments, and comprehensive service coordination and supervision to assist sexual assault victims and non-offending family or household members;
4. Information and referral to assist the sexual assault victim and non-offending family or household members;
5. Community-based, culturally specific services and support mechanisms, including outreach activities for underserved communities; and
6. Development and distribution of materials on issues related to the services described in the previous bullets.

Notes:
Direct payments to victims and their family or household members must be for costs related to the sexual assault.

Under SASP, grant funds cannot be used to support sexual assault forensic examiner projects or criminal justice activities (e.g., law enforcement, prosecution, courts, or forensic interviews).

The term "rape crisis center" means a nonprofit, nongovernmental, or tribal organization, or government entity in a state that provides intervention and related assistance to victims of sexual assault without regard to their age. In the case of a governmental entity, the entity may not be part of the criminal justice system (such as a law enforcement agency) and must be able to offer a comparable level of confidentiality as a nonprofit entity that provides similar victim services.

B. OVW Priority Area

Address the specific challenges that rural communities face in providing sexual assault victim services. Projects dedicated to direct victim services, particularly in small towns and rural, remote, and Tribal communities.

C. State SASP Priorities

ODOJ CVSSD has determined that SASP funding will be used for projects that address the needs of adult, youth or child victims of sexual assault who are members of underserved communities. The SASP priorities are to:

1. Enhance and strengthen meaningful access to population specific and culturally proficient services to adult, youth and child victims of sexual assault, who are members of an underserved population, and services to family and household members of such victims and other non-offending individuals impacted by the victimization.
2. Direct funding to address one or more of the following service provision gaps: Advocacy Services, Counseling and Support Group Services, Emergency Financial Support Services, Medical and Legal Accompaniment, System Collaboration, and other locally documented service gaps.
3. Direct funding to organizations that can demonstrate a track record of providing population specific services[1].
4. Enhance equitable distribution of grants and grant funds in frontier areas.
5. Prioritize distribution of grants and grant funds to population and culturally specific organizations.
6. Strengthen funding stability in organizations that have developed sexual assault programs using SASP funding.
7. Meaningfully increase access to Office on Violence Against Women (OVW) programming for specific underserved populations (based on race, ethnicity, disability, age, etc.)

Population Specific Services. To be eligible to receive SASP funding, applicants must demonstrate that their organization or program fully meets or substantially meets the following Criteria for Population Specific Services.

1. Population-specific interventions are founded and designed from the ground up, by and for members of the underserved community and with ongoing guidance from survivors in the community.
2. The underserved community's lived experiences, core constructs, and particular needs (as defined by people from that community) inform the design and implementation of services and decision-making.
3. Services are population-specific focused; values, behaviors, expectations and norms of the underserved community are present at every level of the program's leadership team and service delivery.
4. Services and materials are provided in an accessible format in the primary language or

mode of communication of the underserved group and/or individual survivor. (Based on definition developed by OCADSV Culturally Specific Definitions Work Group)

Population Specific Organization. SASP awards will be prioritized to nonprofit, non-governmental organizations or federal recognized Tribes that primarily serve members of a specific underserved population, that have demonstrated experience and expertise providing targeted services to members of that specific underserved population and that meet the following criteria for Population Specific Organizations:

1. Decision makers, board members, management, leadership and/or advisory boards are comprised mostly of people of the underserved community.
2. Decision makers, board members, management, leadership and/or advisory boards consistently and actively engage in ongoing learning.
3. Decision makers, board members, management, leadership and/or advisory boards process and practice to support alignment of services with needs and values of the underserved community.
4. The community being served (including individuals, groups, other providers) recognizes the organization as a population specific provider.
5. All organization staff are mostly people of the underserved community.
6. A majority of people the organization serves are from the underserved community. (Based on definition developed by OCADSV Culturally Specific Definitions Work Group)

D. Activities that Compromise Victim Safety and Recovery, and Undermine Offender Accountability

The following activities have been found to jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions and therefore will not be supported with OVW funding:

1. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their sex, age, race, religion, mental health condition, physical health condition, criminal record, work in the sex industry, relationship to the perpetrator, or the age and/or sex of their children;
2. Procedures or policies that compromise the confidentiality of information and privacy of people receiving OVW-funded services;
3. Procedures or policies that require victims to take certain actions (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.) in order to receive services;
4. Procedures or policies that fail to include conducting safety planning with victims;
5. Project design and budget that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or who are Deaf or hard of hearing;
6. Materials that are not tailored to the dynamics of sexual assault or to the culturally specific population to be served;
7. Policies that deny individuals access to services based on their relationship to the perpetrator;

8. Hiring of or allowing volunteering of individuals who are not suitable to interact with minors; or
9. Any activities that may compromise victim safety and recovery or undermine offender accountability will not be allowed.

E. Out-of-Scope Activities

The activities listed below are out of the program scope, and they cannot be supported by SASP funding.

1. Research projects (This does not include program assessments conducted only for internal improvement purposes.)
2. Generic community engagement or economic development without a clear link to violence prevention, victim safety, or offender accountability. (2025 SASP)
3. Excessive funding for consulting fees, training, administrative costs, or other expenses not related to measurable violence prevention, victim support, and offender accountability. (2025 SASP)
4. Activities addressing human trafficking unrelated to sexual assault. (2025 SASP)
5. Activities addressing Missing or Murdered Indigenous Persons (MMIP) unrelated to sexual assault. (2025 SASP)
6. Activities focused on prevention efforts and education (e.g., bystander intervention, social norms campaigns, presentations on healthy relationships, etc.).
7. Criminal justice-related projects, including law enforcement, prosecution, courts, and forensic interviews.
8. Sexual Assault Forensic Medical Examiner programs.
9. Sexual Assault Response Team coordination (***this does not apply to a grant-funded advocate attending a SART or other sexual assault-related inter-agency response team meeting***).
10. Providing training to allied professionals and the community (e.g., law enforcement, child protection services, prosecution, other community-based organizations, etc.).
11. Domestic violence services unrelated to sexual violence.
12. Legal services. (2025 SASP)

All items with (2025 SASP) were added to the out-of-scope list starting in fiscal year 2025 by the U.S. Department of Justice Office on Violence Against Women. These new out-of-scope activities will start with the 2026 SASP Continuation Award.

In addition to the out-of-scope activities identified above, the 2025 SAS Formula Grant Notice of Funding Opportunity (NOFO) included 8 additional out-of-scope activities. These additional out-of-scope activities are currently the subject of litigation. A Federal District Court order has preliminarily stayed these specific out-of-scope activities. The stayed out-of-scope activities by order of the court in *Rhode Island Coalition Against Domestic Violence, et al., v. Pamela Bondi, et al.* are listed as #2-5, #7-9, and #11 on pages 5-6 of the court's opinion linked above. These out-of-scope activities are not enforceable until the preliminary stay is lifted. These items are listed separately below.

If the preliminary stay is lifted, the Office on Violence Against Women will process a modification identifying the award condition or out-of-scope activity that is no longer subject to the preliminary stay and has become enforceable and the date on which it becomes enforceable.

The Office on Violence Against Women (OVW) FY 2025 General Terms and Conditions available at: https://www.justice.gov/ovw/fy-2025-general-terms-and-conditions#42. If the Subrecipient spends funds on out-of-scope activities, as described in #42 of the above referenced Conditions, Subrecipient does so at its own risk, and is responsible for any repayment that may be required if the stay described in #42 is lifted.

The following out-of-scope activities are currently subject to the stay described above, but may become enforceable if the stay is lifted:

1. Promoting or facilitating the violation of federal immigration law. (2025 SASP)
2. Inculcating or promoting gender ideology as defined in Executive Order 14168, *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*. (2025 SASP)
3. Promoting or facilitating discriminatory programs or ideology, including illegal DEI and "diversity, equity, inclusion, and accessibility" programs that do not advance the policy of equal dignity and respect, as described in Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*. This prohibition is not intended to interfere with any of OVW's statutory obligations, such as funding for HBCUs, culturally specific services, and disability programs. (2025 SASP)
4. Activities that frame domestic violence or sexual assault as systemic social justice issues rather than criminal offenses (e.g., prioritizing criminal justice reform or social justice theories over victim safety and offender accountability). (2025 SASP)
5. Programs that discourage collaboration with law enforcement or oppose or limit the role of police, prosecutors, or immigration enforcement in addressing violence against women. (2025 SASP)
6. Awareness campaigns or media that do not lead to tangible improvements in prevention, victim safety, or offender accountability. (2025 SASP)
7. Initiatives that prioritize illegal aliens over U.S. citizens and legal residents in receiving victim services and support. (2025 SASP)
8. Any activity or program that unlawfully violates an Executive Order. (2025 SASP)

Any out-of-scope activities not subject to the stay must be removed from applications prior to approval by ODOJ CVSSD.

F. SASP Unallowable Costs

Funds may not be budgeted or used for the following items:

1. Lobbying or attempts to influence members of Congress, the Oregon Legislature, County Commissions, City Councils, or other legislative bodies;
2. Fundraising campaigns, endowment drives, or solicitation of gifts and bequests.
3. Purchase of real property and vehicles; and

4. Construction and physical modification to buildings, including minor renovations (such as painting or carpeting).
5. Tips, bar charges or related items while on travel status. Meals not associated with overnight travel. An exception is made for breakfast and dinner as long as the employee is on travel status for a minimum of two hours before the beginning of their regularly scheduled work shift or after the end of their regularly scheduled work shift.
6. Per Diem reimbursement for meals provided at conferences or training seminars.
7. Food related items such as napkins, plates, forks, spoons, and knives, beverages, snacks, candy or food items not provided in conjunction with a working lunch or dinner at a conference or training event (see page 18 for more information).
8. Entertainment, honoraria, gifts, gift certificates, cards, movies, recreation, sporting events, holiday and birthday supplies, or expenses related to these items.
9. Personal items such as makeovers, non-professional membership dues, flowers, cards, social events or promotion of church attendance.
10. Grant writing.
11. Compensation to federal employees.
12. Activities that compromise victim safety: pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation; joint victim-offender counseling; mandatory counseling for victims; penalizing victims who refuse to testify; promoting procedures that require victims to seek legal sanctions against the offender; anger management programs for offenders, etc.
13. Corporate formation.
14. Interest on non-bearing items or the cost of money.
15. Laundry charges.
16. Expenses related to the maintenance or sale of forfeited or seized property.
17. Mass transit tax.
18. Late fees or finance charges.
19. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable.
20. Furniture or moving household goods to a new location.
21. Voucher programs.
22. Stipends or incentives.
23. Legal or defense services for perpetrators.

ODOJ CVSSD reserves the right to modify the list of unallowable costs as necessary.

SECTION III - AWARD CONDITIONS

A. SASP Award Conditions

The following grant-specific conditions must be met by all Subrecipients receiving SASP funding.

Not Charge Survivors for SASP-Funded Services. Programs must provide services to survivors of sexual assault, at no charge, through the SASP-funded project.

Assist Survivors in Seeking Crime Victim Compensation Benefits. Such assistance may include identifying and notifying crime victims of the availability of compensation, assisting them with application forms and procedures, obtaining necessary documentation, and/or checking on claim status.

Promote Community Efforts to Aid Survivors of Sexual Assault. Promote, within the community, coordinated public and private efforts to survivors of sexual assault. Coordination may include, but is not limited to, serving on state, federal, local, or Tribal task forces, commissions, working groups, coalitions, and/or multi-disciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to survivors of sexual assault. Coordination efforts qualify an organization to receive SASP funds but are not activities that can be supported with SASP funds (although the time of SASP-funded staff to attend a SART or other sexual assault-related inter-agency response team meeting can be supported with SASP funds).

Not Compromise Survivor Safety and Recovery. Programs must not compromise survivor safety and recovery through any of their activities. Refer to the compromising activities listed on pages 5-6.

Lead Sexual Assault Worker. It is required that any program receiving SASP funding must designate a lead worker to act as a contact to receive and disseminate sexual assault information within the organization and to community partners, as possible.

Training Requirement. Programs must demonstrate that any staff person approached by a sexual assault survivor should be able to respond appropriately to assess need, provide crisis intervention and information and referral; as appropriate, staff may pass longer-term needs and services to the SASP-funded staff.

ODOJ CVSSD requires of a minimum of 40 hours of content-specific training for victim advocates for all grant-funded staff and volunteers serving survivors of domestic violence and sexual assault. Refer to https://www.doj.state.or.us/crime-victims/for-grantees/grant-guidance-documents/ on the ODOJ CVSSD website and scroll down to the *Training Requirements* for more information. In addition, to qualify for SASP funding, each staff person wholly or partially funded by SASP ***must attend at least 24 hours of advanced sexual assault training within the last 24 months***. SASP-funded projects may also be required to designate a Population Specific Lead that ***must have attended at least 24 hours of training on* population and culturally specific services and practices *within the last 24 months.*** See the CVSSD

Website, SASP section and scroll down to the *SASP Training Requirement and Resources* for further training information and resources.

Maintain Civil Rights Information. Maintain statutorily required civil rights statistics on survivors served by race, national origin, sex, age, and disability, and permit reasonable access to its books, documents, papers, and records to determine whether the sub-recipient is complying with applicable civil rights laws. This requirement is waived when providing a service, such as telephone crisis intervention, where soliciting the information may be inappropriate or offensive to the survivor. Civil rights statistics must be kept on file along with other SASP grant documentation and must correspond with each grant period. The information will be reviewed during ODOJ CVSSD onsite visits or at the request of the Federal Administrator of SASP Funds of the Office on Violence Against Women.

Comply with Non-Discrimination Provision. Subrecipients must comply with the Violence Against Women Reauthorization Act or 2013 prohibition from excluding, denying benefits to, or discriminating against any person on the basis of race, color, religion, national origin, sex, or disability in any program or activity funded in whole or in part by the Office on Violence Against Women (OVW).

Sex-Specific Programming. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary for the essential operation of a program (e.g., in the case of women's safety), so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. *34 U.S.C.* 12291(b)(13)(B).

Maintain the Confidentiality of Survivor Information. Subrecipients must comply with the confidentiality and privacy requirements of the VAWA, as amended. The authorized representative of the subrecipients will be required to sign the Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended which is available on the OVW website at VAWA 2013 Confidentiality and Privacy Provisions (justice.gov).

Comply with DOJ Financial Requirements. Subrecipients must agree to follow the financial and administrative requirements in the DOJ Grants Financial Guide available at https://ojp.gov/financialguide/doj/index.htm. This includes, but is not limited to, financial documentation for disbursements, daily time and attendance records specifying time devoted to allowable SASP services, job descriptions, contracts for services, and other records which facilitate an effective audit.

Comply with State Criteria. Subrecipients must abide by any additional eligibility or service criteria as established by ODOJ CVSSD including submitting statistical and programmatic information on the use and impact of SASP-funded projects.

B. Federal Award Conditions

Confidentiality and Privacy Protections. OVW subrecipients are prohibited from disclosing personally identifying information collected in connection with services requested, utilized, or denied through the subrecipient programs, to any third party or third-party database without informed, written, reasonably time-limited consent of the person, unless compelled by statutory or court mandate.

Where there is a mandate to release information, subrecipients must make reasonable attempts to provide notice to victims affected by the disclosure of information. They must also take necessary steps to protect the privacy and safety of the people affected by the release of the information.

Regarding un-emancipated minors or persons with disabilities lacking legal capacity to consent, a parent or guardian may consent to the disclosure; however, an abuser of a minor, person with disabilities, or the minor's other parent is prohibited from giving consent to the disclosure. If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

In addition, subrecipients may share aggregate information regarding their services and demographics of victims for certain purposes, if this information does not identify specific individuals or reveal personally identifying information. They may share such aggregate information with appropriate agencies to comply with federal, state, tribal, or territorial reporting, evaluation, and data collection requirements. For protection order purposes, they may also share court and law enforcement-generated information contained in secure, governmental registries. Moreover, they may share law enforcement and prosecution generated information necessary for law enforcement and prosecution purposes.

Civil Rights Compliance. As a condition for receiving funding from OVW, recipients must comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Department of Justice (DOJ) regulation for the Equal Treatment of Faith-Based Organizations. Depending on the funding source, a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include the Omnibus Crime Control and Safe Streets Act of 1968 ("the Omnibus Crime Control and Safe Streets Act"). Collectively, these federal laws prohibit a recipient of OVW funding from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed below) or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability. In addition, recipients of OVW funding may not discriminate on the basis of age in the delivery of services or benefits.

Compliance with Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to their programs and activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. OVW strongly encourages applicants and recipients to develop a language access plan. See the attached example of a Language Access Plan. Additionally, applicants must include within their program budgets the costs for providing interpretation and translation services to eligible LEP service populations or explain how language access will be provided if grant funds are not necessary for this purpose.

Accessibility. Recipients of OVW funds must comply with applicable federal civil rights laws, which, among other things, prohibit discrimination on the basis of disability and national origin. Compliance with these laws includes taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to recipients' programs and activities and ensuring that these programs and activities are readily accessible to qualified individuals with disabilities, including Deaf or hard of hearing individuals. Applicants must allocate grant funds or other available resources to support activities that help to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services, language interpretation and translation services, or the purchase of adaptive equipment. See the attached example of a Language Access Plan.

Supplanting. Federal funds must be used to **supplement** existing funds and not replace (supplant) non-federal funds which have been appropriated for the same purpose. Grant funds may not be used to pay for program activities that the recipient is already obligated to pay for or has already funded. Grant funds must be used to increase the total amount of funds available to deliver program services. The rules governing supplanting also apply to any funds used as match.

Supplanting may be a subject of post-award monitoring and audit. If there is a potential presence of supplanting, the subrecipient may be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

OVW has provided further guidance on the non-supplanting prohibition as it applies to Non-profit Organizations:
https://www.justice.gov/sites/default/files/ovw/legacy/2009/10/28/supplanting-examples.pdf

Match Funds for SASP-Funded Programs. A contribution of non-Federal dollars (match) is not required for this program, but applicants are encouraged to maximize the impact of Federal dollars by contributing to the costs of their projects. Supplemental contributions may be cash, in-kind services, or a combination of both.

Federal Funding Accountability and Transparency Act Of 2006. As of January 1, 2009, all recipients and subcontractors of Federal VAWA and SASP funds, and their subcontractors, must comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA). The Transparency Act requires the federal government to have a single, searchable website. The website was FSRS.gov but moved to SAM.gov under the *Federal Assistance* section in March 2025. This website must be accessible by the public without cost, for each federal award of $30,000 or more over the life of any sub-award (i.e., SASP grant award period). In order to satisfy this requirement, fund subrecipients are required to have a "Unique Entity ID" (UEI) and to maintain a current registration with the System for Award Management (SAM). Prior to a grant agreement being issued for any application, all programs must be registered and current with the SAM. For additional information, the SAM User Guide, Quick Start Guides, Helpful Hints and Webinars are available under the HELP tab on www.sam.gov . ODOJ CVSSD encourages all applicants and potential subrecipients to ensure that they are in compliance with the FFATA prior to applying for any federal grant funds.

System for Award Management (SAM). Registering with https://sam.gov/ is also required. All applicants applying for VAWA and SASP funds must obtain and maintain a current registration with the SAM. The SAM stores general information about federal financial assistance applicants, recipients, and subrecipients. You should first verify whether or not your organization already is registered with the SAM. Applicants must update or renew with the SAM at least once a year to maintain active status.

Equal Treatment for Faith-Based Organizations. The Equal Treatment Regulation, codified at 28 C.F.R. Part 38, ensures that no organization will be discriminated against in a U.S. Department of Justice (DOJ) funded program on the basis of religion and that services are available to all regardless of religion. This regulation ensures a level playing field for the participation of faith-based organizations as well as other community organizations in VAWA or SASP-funded programs by:

- Prohibiting discrimination for or against an organization on the basis of religion, religious belief, or religious character in the administration or distribution of federal funds;
- Allowing a religious organization that participates in the SASP program to retain its independence and continue to carry out its mission, provided that direct federal funds do not support any inherently religious activities. While inherently religious activities, such as worship, or religious instruction, are permissible, they must be separate in time or place from the funded program, and participation in such activities by individuals receiving services must be voluntary;
- Clarifying that faith-based organizations can use space in their facilities to provide SASP-funded services without removing religious art, icons, scriptures, or other religious symbols; and
- Ensuring that no organization that receives SASP funds can discriminate against a program beneficiary, or beneficiary, on the basis of religion or religious belief.

Publicity. Subrecipients are encouraged to inform the public and the media about the accomplishments of their programs. Responsibility for the direction of the programs should not be ascribed to the U.S. Department of Justice. Press releases or other published accounts of program activities and results must include the following statement:

"The opinions, findings, and conclusions or recommendations expressed in this publication/ program/exhibition are those of the author(s) and do not necessarily reflect the views of the Oregon Department of Justice or the Crime Victim and Survivor Services Division."

In all materials publicizing or resulting from award activities, the awarding organization must be acknowledged. An acknowledgement of support shall be made through use of the following or comparable footnote:

"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 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."

All publications and distribution agreements with a publisher shall include provisions giving the federal government a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use the material in any fashion it deems appropriate. Unless otherwise specified in the agreement, the Subrecipient may copyright any books, publications, films or other material developed or purchased as a result of grant activities. Copyrighted material will be subject to the same provisions giving the Federal Government a license as described above.

Assurances and Certifications. Subrecipients must meet the terms of the Standard Assurances, Certifications, and other federal rules regulating grants, incorporated in the SASP Grant Agreement.

Nonprofit Organization Requirement. Applicants that are eligible for a SASP grant based on their status as a nonprofit organization must be an organization that is described in section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of that Code. This does not apply to applicants that are Tribal governmental organizations or governmental entities in a state that provide intervention and related assistance to victims of sexual assault without regard to their age.

C. CVSSD Award Conditions

Demonstrates access to effective services. To ensure meaningful access to services for all victims of sexual assault across the State, programs must be able to appropriately respond to requests for assistance (e.g. crisis intervention, safety planning, information and referral, etc.). In addition, programs must be able to directly link victims whose needs may be beyond their expertise to the appropriate community partner organization.

Maintains good fiscal management. Agencies will be able to maintain adequate funding, expend funds according to submitted budgets, keep financial records and comply with grant reporting requirements. Agencies with deficiencies in any of the aforementioned good fiscal practices may receive conditional grants.

Maintains adequate insurance coverage. Nonprofit agencies must obtain and maintain insurance in full force throughout the duration and all warranty periods of an award period (Workers' Compensation, Comprehensive or Commercial General Liability Insurance, Automobile Liability Insurance, and, as appropriate, Professional Liability Insurance). Agencies must obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOJ CVSSD. Agencies must require and ensure that each of its subcontractors complies with these same insurance requirements.

Agencies cannot cancel, make a material change, make a reduction of limits, or not renew insurance coverage(s) without 30 days prior written notice to ODOJ CVSSD.

Comply with financial, data and outcome reporting. All agencies must comply with the Federal and ODOJ CVSSD reporting requirements including the timely submission of quarterly financial, common outcome measures, semi-annual narrative and statistical reports. See the Quarterly Financial Report Requirements and the Progress Report Requirements sections for a complete description of reporting requirements.

Conditional awards. All grant awards are made conditional upon the timely completion of grant award documents. Funds are not considered obligated and will not be transferred until all required grant award documents have been signed by an applicant and by the Department designee. If grant award documents are not completed by an applicant within three months of the notice to the applicant of the intended award, ODOJ CVSSD has the authority to reallocate the funds awarded.

In addition, an award may be made conditionally if the subrecipient has a history of late reporting for any previous grant award; has fewer than two full years of operational history in providing services to victims of sexual assault; has not fully demonstrated the ability to successfully manage any previous Fund awards; or when other circumstances exist that require a further showing of applicant's ability to successfully manage an award.

If one or more of these conditions exist, the applicant will be notified by ODOJ CVSSD that a conditional award has been issued. The award shall specify the conditions to be satisfied by the applicant and the date by which the conditions must be satisfied. Applicants who do not satisfy conditions of funding by the date specified will be contacted by their grant monitor to discuss next steps.

If a program is not operational within 60 days of the award period start date, the subrecipient must report to ODOJ CVSSD the steps it has taken to initiate the program, the reasons for the delay, and the expected starting date. If the program is not operational within 90 days of the award period start date, ODOJ CVSSD may cancel the grant.

SECTION IV - GRANT MANAGEMENT

A. Fiscal Requirements

Financial Guide. The *DOJ Grants Financial Guide* serves as a primary reference manual to assist subrecipients in fulfilling their fiduciary responsibility to safeguard grant funds and ensure funds are used for the purposes for which they were awarded. The Guide should serve as a day-to-day management tool for subrecipients in administering their grant programs. It is the responsibility of subrecipients to comply with the federal guidelines in the manual. The *DOJ Grants Financial Guide* is available online at: https://www.ojp.gov/funding/financialguidedoj/overview

2 C.F.R PART 200—Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. Subrecipients are also required to adhere to all applicable uniform (grant) administrative requirements, cost principles, and audit requirements set forth in 2 C.F.R. Part 200, commonly referred to as the Uniform Guidance. The Uniform Guidance can be found at 2 C.F.R. Part 200.

Reimbursable Expense Categories (Allowable Costs).

1. **Personnel** costs are the cost of salary/wages and personnel expenses (fringe benefits and payroll taxes). Overtime must be specifically listed and preapproved by ODOJ CVSSD in the budget in order to be reimbursed. Reimbursement for taxes and benefits for overtime cannot include fixed monthly costs that do not increase with overtime pay; this generally pertains to health care benefits but may include other taxes and benefits.

   Documentation has to be retained on site and must include copies of actual payroll reports showing the full amount paid for each employee (wages, taxes, and benefits) and signed Personnel Activity Reports (time sheets). If the employee works less than the 1.0 FTE on the SASP-funded program, the Personnel Activity Report must reflect an after-the-fact distribution of the employee's actual time on the program and must also account for the total time for which the employee is compensated.

The Personnel Activity Report (time sheet) must provide a breakdown of the total time for which the employee is compensated. This includes the actual time spent on the SASP program (grant and/or match) and any other federal programs.

One example of documentation that satisfies the requirement for the Personnel Activity Report may include time sheets with a separate breakdown for each program. The employee should indicate on the time sheet how much time was spent each day on each of the different programs. If the requirement for submitting Personnel Activity Reports can be met within the recipient's current management system, there is no need to establish a separate time tracking system. For more information on direct timekeeping, please see CVSSD Guidance on Timekeeping at the ODOJ CVSSD website. *Volunteer hours used for match must be tracked and approved in a similar manner.*

2. **Contractual Services** are services such as consulting, evaluation, treatment, or other grant-supported activities provided through subawards, subcontracts, or independent contractors rather than employees. Subrecipients must follow subaward guidelines and procurement standards described on page 24 in the *SASP Guidance* when awarding contracts or subawards.

   Federal rules limit compensation for individual consultants to $650 per 8-hour day ($81.25 per hour), plus expenses. An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance of the contracted service. When the rate exceeds $650, prior approval is required from USDOJ.

   Rates above the established maximum threshold rate will be reviewed on a case-by-case basis. Justification for exceeding the established maximum rate may include where a rate is established through a competitive bidding process.

   The information submitted in the Budget for a Contract/Consultant/Subaward must clearly identify the name of the provider, time period of product/service provided, the amount, basis of amount paid to the provider, product/service description, and whether federal funds are used. The funding relationship (contract or subaward) and type of policies to follow will be determined depending upon subrecipient answers.

   A final copy of the contract or subaward will need to be submitted in E-grants using an Amendment and then approved by ODOJ CVSSD prior to any expenses being incurred.

   The requirements in this *SASP Guidance* relating to expenditures are applicable to contractors/consultants/subawards as well as subrecipients.

3. **Travel/Mileage** includes mileage and motor pool fees. Travel costs for paid and volunteer staff must be for the purpose of providing or supporting direct services to victims. This may include reasonable costs for transporting victims in connection with the provision of direct services. Travel must take place within the subaward period (i.e., between the subaward's beginning and ending dates). All travel expenses must be documented and retained in the appropriate SASP file. These costs must be in accordance with federal, state, or subrecipient-approved travel policy. ODOJ CVSSD follows federal travel rules as posted by the U.S. General Services Administration in determining allowable grant and match expenditures. If a subrecipient does not have a written travel policy, the subrecipient must abide by the federal travel policy. The current Federal Travel Regulation, per diem rate information, and privately owned vehicle (POV) mileage reimbursement rates are available at the GSA Website.

4. **Training** includes employee costs for meals, tolls, lodging, airfare, parking fees, registration fees, and material fees.

Subrecipients must obtain prior ODOJ CVSSD approval for travel out of state. ODOJ CVSSD will approve out of state travel only if the travel is essential to meet the objectives of the SASP program.

Allowable costs for conferences and training may include conference or training arrangements, publicity, registration fees, conference or training space, transportation and per diem for speakers or participants, lodging, and food and beverages subject to specific conditions cited under the Food and Beverage section.

The documentation must show the nature of the conference (i.e. title, subject) and identify the individuals for whom reimbursement is requested. The subject matter of the conference must be directly related to the SASP program objectives. The number of individuals attending the conference should be reasonable and essential to the operation of the program. Keep documentation of the conference agenda or brochure and conference registration forms. ***Overnight lodging while attending a conference, meeting, or training should not exceed the federal lodging rates found at*** GSA.gov. SASP funds cannot be used to cover lodging if the Government rate is not available. This may result in all costs being disallowed.

Meals may not be claimed as a reimbursable expense if they are already included as part of the conference or training registration fee. Subrecipients must reimburse travel expenses based on the organization's travel policy, but ***at rates that do not exceed the federal per diem rates*** (found at www.gsa.gov/perdiem). Employees may receive the meal allowance under the following circumstances:

- An employee is in transit to or from a destination that requires an overnight stay.
- An employee is in transit to or from a destination and the employee must depart from the employee's home more than two hours before the regular starting time or return home more than two hours after the regularly scheduled end of shift.

a. Food and Beverage Costs. No SASP funds can be used to purchase food and/or beverages for any meeting, conference, training, or other event. The subrecipient would need to obtain written prior approval from CVSSD. The only exceptions to this restriction are stated below:

- Sustenance is not otherwise available (e.g., extremely remote areas);
- The size of the event and nearby food/beverage vendors would make it impractical to not provide meals and/or refreshments; or
- A special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained.
- Water provided at NO cost to the award is, of course, allowable without prior approval (the restriction does apply to any and all other refreshments, regardless of the size or nature of the meeting or event).
- If prior approval is obtained to provide food and/or beverages at an event, CVSSD and its subrecipients, cooperative agreement recipients, and contractors must all follow the limits in the Food and Beverage Policy on meals.

Subrecipients are subject to monitoring of adherence to the food and beverage policy. Subrecipients should maintain all necessary documentation to support any conference costs, or food and beverage expenses if prior approval is granted by CVSSD. Subrecipients are encouraged to identify alternative training methods, such as webinars and teleconferences, to acquire lower cost locations and venues, and to avoid the appearance of extravagant spending.

b. Training Outside of Oregon

When needed training is not available within the sub-recipient's immediate geographical area, SASP funds may support training outside of the geographical area. For example, sub-recipients may benefit by attending national conferences that offer skills-building training workshops for victim assistance providers. <u>Training outside Oregon must be approved by ODOJ CVSSD in advance, unless specific training is approved at the time of the subaward.</u>

When requesting out of state training in advance, sub-recipients must provide the following:

- Agenda;
- Reason for attending;
- Description of topics sufficient to establish that training is for direct victim services skill development;
- Itemized costs; and
- Reasons why comparable training within the state is unavailable.

c. Nonrefundable Conference Costs

ODOJ CVSSD may allow sub-recipients to charge nonrefundable conference costs to SASP for reimbursement when they are unable to attend a conference for which they have registered. <u>Fund Coordinators will review such requests on a case-by-case basis.</u> When registering for conferences and making travel arrangements, sub-recipients should have confidence that they are, in fact, able to attend. If sub-recipients believe they may be unable to attend a conference for which they have registered, they should make every effort to cancel the registration prior to the refund deadline.

d. Unallowable Costs Related to Training

- Per diem reimbursement for meals provided at conferences or training;
- Training unrelated to SASP program objectives, such as grant writing, fundraising, lobbying or general administration/management; and
- Costs of sending individual crime victims to conferences.
- Tips, bar charges or related items while on travel status. Meals not associated with overnight travel. An exception is made for breakfast and dinner as long as the employee is on travel status for a minimum of two hours before the beginning of their regularly scheduled work shift or after the end of their regularly scheduled work shift.
- Food related items such as napkins, plates, forks, spoons, and knives, beverages, snacks, candy or food items not provided in conjunction with a working lunch or dinner at a conference or training event.
- Laundry charges.

5. **Office Supplies** are items that have a useful life of less than one year such as paper, pens, printer supplies, software and computer supplies, small equipment, etc. Supplies that have a useful life of more than one year and have a value greater than the organization's capitalization limit are considered Capital Outlay.

6. **Postage** includes mailing costs, exclusive of leased postage meter costs which would be included under Equipment Rental.

7. **Printing and Copying** includes internal and external costs for printing and copying, exclusive of leased copy machine costs which would be included under Equipment Rental.

8. **Communication** includes costs for landlines, long distance and toll-free telephone services, cell phones, pagers, Internet connections, and other costs related to telephonic or electronic communication.

9. **Equipment Rental** includes costs for renting or leasing equipment such as postage meters, copier machine usage and maintenance, etc.

10. **Rent and Space Costs** include rent (office space, training space, storage space, etc.), utilities, janitorial, and other maintenance and operation costs that are not included in the rent costs and do not extend beyond the life of the award. The documentation retained on site should identify each location for which rent is paid and the basis for the amount requested. The basis for determining the rent cost should include a calculation of the cost per square foot, and a justification of the total program-supported square footage (FTE, actual utilization, etc.).

11. **Emergency Services** includes all types of emergency financial assistance provided to program beneficiaries including emergency food, clothing, transportation, rent and hotel costs, and some medical, legal and counseling costs, etc. All emergency services must be directly related to the victimization. Direct payments to victims and their family or household members must be for costs related to the sexual assault. The subrecipient should pay the vendor directly whenever feasible. Gift cards are acceptable under very specific circumstances and only if the Subrecipient has a written Gift Card policy. Documentation supporting each emergency services payment must be retained on site.

12. **Capital Outlay** is tangible personal property costing over an organization's capitalization limit *and* having a useful life of more than one year. Capital Outlay purchases must follow the subrecipients threshold limitations established in their own Procurement procedures if their internal procedures are more restrictive than the federal threshold. (See B. Procurement Requirements on page 24). Documentation for each Capital Outlay purchase must be retained on site.

    <u>Grant purchased equipment may not be transferred, sold, or disposed of during the grant period without the permission of CVSSD</u>. After the end of the grant period, items with a current per unit fair market value of less than $10,000 may be retained by the subrecipient for purposes consistent with the SASP authorized Purpose Areas, sold, or otherwise disposed of, in accordance with state procedures, with no further obligation to CVSSD. If the item has a

current per-unit fair market value of $10,000 or more, subrecipient may retain or sell it, but CVSSD will have a right to a specific dollar amount. Calculate this amount by multiplying the current market value or proceeds from the item sale by the CVSSD's share of the equipment. The seller is also eligible for sale costs.

13. **Indirect Costs** include the costs of operating and maintaining facilities, equipment, and grounds; depreciation or use allowances; and administrative salaries and supplies. These costs are usually charged to the grant as a percentage of some or all of the direct cost items in an organization's budget; this budget is called the *indirect cost rate.* An organization must have a current federally negotiated indirect cost rate agreement to charge indirect costs to a grant. Organizations that have a Federally approved indirect cost agreement may choose to charge their indirect cost rate to a SASP grant. Organizations MUST upload a current, signed federally negotiated indirect cost rate agreement in E-Grants under My Organization, Organization Details, ICR/cost allocation plan. It is the responsibility of the subrecipient to upload the most current ICR as they receive it.

    Federal direction indicates that a subrecipient cannot collect indirect costs until a new annual rate has been received. CVSSD will not process the indirect cost until a copy of the approved agreement is uploaded into E-Grants.

    Subrecipients will follow the requirements by its cognizant organization and maintain the ICR on their books.

    Subrecipients may retroactively charge ICR costs that have not been previously submitted within the grant award period. These costs may be added during the 90-day interim close or liquidation period. Grant expenses submitted after the grant award end date must have been obligated by the grant award close date. No additional costs may be submitted for reimbursement once the grant is officially closed.

    For more detailed information on Federally Negotiated Indirect Cost Rate, please refer to the following guidance: Federal Financial Guide 3.11 Indirect Costs.

    If an organization does not have a federally negotiated indirect cost rate, an organization can obtain an indirect cost rate by submitting an indirect cost proposal to its cognizant federal organization and negotiating an indirect cost agreement. There are resources available on the Internet to assist in the development of an indirect cost proposal.

    If an organization does not have a current federally negotiated indirect cost rate and does not wish to submit an indirect cost proposal at this time, the organization may use a **de minimis rate of 15% of *modified total direct costs*** (see below) with no additional documentation requirements. If an organization chooses to use the de minimis rate, it must do so consistently for all federal awards until such time that the organization chooses to negotiate a rate with a federal agency.

    Modified Total Direct Costs (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each sub-award (regardless of the period of performance of the sub-awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, distorting rental costs, tuition remission, scholarships and fellowships, participant support costs (does not include emergency services) and the portion of each subaward in excess of $50,000.

Example: Calculating the Modified Total Direct Costs (MTDC) rate in a budget:

Personnel Salary	$50,000
Personnel Expenses	$4,400
Contractual Services	$57,000
Travel	$1,000
Office Supplies	$400
Equipment	$3,000
Total Direct Costs	**$115,800**
Less amount of Contract exceeding $50,000	- $7,000
Less Equipment	- $3,000
Less Rental Costs (if part of an organization allocation plan)	$0
MTDC	**$105,800**
De minimis @ 15% of total MTDC $105,800 x 15%	$15,870
Total Project Amount $115,800 Total Direct Costs + $15,870 De Minimis	**$131,670**

14. **Administrative Costs.** If an organization does not have an indirect cost rate and does not want to charge a 15% de minimis rate to all federal awards, they can choose to direct charge administrative costs at any rate up to 5% of the total budget amount. Typical administrative costs include the costs of operating and maintaining facilities, equipment, and grounds; depreciation or use allowances; and administrative salaries and supplies; fiscal services; IT services; HR services; and general liability insurance. A fixed percentage of administrative costs may be

charged the SASP-funded projects as long as the organization has a Cost Allocation Plan (CAP). Although there are different methodologies for allocating costs, applicants must have a system in place to equitably distribute costs to all programs. Additionally, time distribution records (timesheets) must reflect an after-the-fact determination of the actual activity of each employee. Consideration in determining an appropriate base for allocating costs may include the relative benefits received, the materiality of the cost, and the amount of time and cost to perform the allocation. If an organization does not have a CAP, there are resources available on the Internet to assist in the development of an acceptable CAP. Documentation supporting direct allocated SASP Administrative cost payments must be retained on site.

Subrecipients may:

- **use a federally approved indirect cost rate;**
- **use a 15% de minimis rate of the modified total direct costs if the organization does not have a current federally approved indirect cost rate; or**
- **charge direct administrative costs up to 5% of the direct costs.**

Subrecipients may choose to waive administrative and indirect costs.

15. Other Costs are expenses that do not readily fit into any of the other budget categories.

16. Program Income. Program Income is gross income received by the Subrecipient that is directly generated by performing program service activities for a fee that are typically paid for by the recipient of the service or by a third party (i.e. insurance provider). Program income may be related to grant-supported activity or earned as a result of activities related to a federal award, in whole or in part, during the period of performance, which is typically the award period. Examples of program income include, but are not limited to, event registration and tuition fees, reimbursable costs for counseling, reimbursable costs for health advocacy, etc.

a. Subrecipients may not generate program income on CVSSD administered federal grant funding without prior approval from CVSSD.

b. Program income funds are subject to the same allowances and restrictions as the federal grant on which the funds are earned.

c. Program income is subject to the same terms and conditions under the SASP Grant Agreement.

The CVSSD Program Income Policy is available at: CVSSD-Fed-Grant-Program-Income-Policy.pdf

Unless specifically identified in the grant agreement, program income does *not* include interest on grant funds; rebates, credits, discounts, and refunds; or taxes, special assessments, levies, fines, and other such revenues raised by a subrecipient. Fines as a result of law enforcement activities are not considered program income.

If you encounter a situation in which program income may be generated, please contact your CVSSD Fund Coordinator.

B. <u>Procurement Requirements</u>

Federal requirements state that "all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition." These requirements apply to all procurements, including, but not limited to, procurements for goods, services, and equipment. ***Subrecipients shall follow their own established procurement procedures and regulations, provided they minimally adhere to applicable federal and state guidelines and standards***.

1. **Regular Procurement:** If a subrecipient's established procurement procedures are less competitive than the federal requirements, the subrecipient must adhere to the following more competitive procurement requirements:
   a. Micro-purchases: For small procurements of **$50,000 or less**, subrecipients may **solicit goods or services in any manner deemed practical or convenient**. A procurement may not be artificially divided or "split" so as to constitute a small procurement.
   b. Simplified Acquisitions: For procurements **exceeding $50,000 but not exceeding $350,000**, subrecipients must solicit **quotes or bids from at least three sources.**
   c. Formal Procurement: For procurements **over $350,000** subrecipients must **formally advertise** the proposed procurement through an **Invitation for Bids (IFB) or a Request for Proposals (RFP)** process.

Subrecipients must follow the threshold limitations established in their own procurement procedures if their internal procedures are more restrictive than the federal threshold.

Subrecipients must submit all IFBs and RFPs over $350,000 that involve the use of federal or matching funds to ODOJ CVSSD for review and approval prior to their issuance. Interagency agreements between units of government are excluded from this provision.

2. **Sole Source Procurement.** In rare and unusual circumstances, it may be necessary to waive the competitive bid process and utilize a sole source, noncompetitive procurement. Subrecipients may make the determination that competition is not feasible if one of the following circumstances exists:
   a. The item or service is available only from a single source.
   b. A public exigency or emergency will not permit a delay resulting from a competitive solicitation; or if it can be shown unequivocally that desired time frames for delivery must be met or the entire program will suffer as a direct result of the delay.
   c. After solicitation of a number of sources, competition is considered inadequate.

   If sole source procurement is pursued, documentation reflecting actions taken and the position of the subrecipient is required. <u>A justification statement for all sole source contracting should include</u>:
   a. A brief description of the program, the amount to be designated for the sole source procurement, and the purpose of the contract.
   b. Explanation of why it is necessary to contract in a noncompetitive manner by providing supporting information as identified below in the applicable section(s):
      - If the item or service is available only from one source:

  - describe the contractor's expertise related to the current program (knowledge of program management, responsiveness, knowledge of the program, experience of contractor personnel);
  - the uniqueness of items to be procured from the contractor (these services or items are only available from a single contractor); and
  - any additional information that would support the case.
- If a public exigency or emergency will not permit a delay resulting from a competitive solicitation, describe when the contractual coverage is required, the impact on the program if deadline dates are not met, how long it would take an alternate contractor to reach the same level of competence, and any additional information that would support the case.
- If competition is determined to be inadequate after solicitation of a number of sources, describe the market survey, or similar effort, used to determine competition availability, and any additional information that would support the case.

c. A declaration that this action is in the "best interest" of the organization.

d. Conflict of Interest review.

For all sole source procurements in excess of $50,000, subrecipients must submit a justification statement for review and approval from ODOJ CVSSD prior to the procurement. Interagency agreements between units of government are excluded from this provision.

Subrecipients must have written procurement procedures, and these procedures must be made available to ODOJ CVSSD for review during monitoring to assure adherence to applicable federal guidelines.

For more detailed information about federal procurement requirements refer to the Guidance on Procurement document.

C. Memorandums of Understanding (MOU), Contracts and Subawards

Where the intent to award contracts or subawards is known and expressly stated as part of the application, the approval may be considered granted if these activities are funded as proposed.

Once an organization has been awarded a SASP subaward, those SASP funds cannot be further subawarded or contracted out to another organization for the completion of subaward activities if the intent to do so was not included in the application.

All formal non-financial and financial arrangements with other entities or individuals to collaborate, purchase goods or services, or accomplish a portion of a grant-funded activity, **must be formalized in written and signed agreements between the parties involved.** All services in the agreements must be allowable under the SASP guidelines. Examples include support groups, therapy services, and interpretation services etc.

Non-financial arrangements are formalized using a Memorandum of Understanding (MOU).

Financial arrangements are formalized using either a Subcontract or a Subaward depending on the type of purchase.

- A **procurement transaction** (**subcontract**) is needed when grant funds will be used to obtain *ancillary* goods or services from an outside entity (contractor) for the applicant's own use or for project participants at the direction of the applicant.
  - o The contractor will not make participant eligibility determination and does not have the authority to make decisions regarding the delivery of services and the types of services provided).
- A **subaward** is needed when these grant funds will be awarded to an outside entity (subrecipient) to carry out one or more services of the grant-funded project.
  - o The subrecipient generally makes participant eligibility determination and has the authority to make decisions regarding the delivery of services and the types of services provided within the scope of the agreement).

The proper classification of a financial arrangement as a subaward or a procurement transaction (subcontract) at the time it is proposed is critical to ensure proper accounting for costs and compliance requirements. The following table provides some of the more important factors:

Subaward Factors	Procurement (Subcontract) Factors
Distributes financial assistance in the form of money or services to eligible subrecipients.	Provides the goods or services within its normal business operations.
Performance is measured against the objectives of the federal award.	Provides similar goods or services to many different purchasers.
Has responsibility for programmatic decision making.	Operates in a competitive environment.
Has responsibility to comply with applicable federal program requirements.	Not subject to the compliance requirements of the federal program.
Uses the federal funds to carry out its own program, as compared to providing goods or services for the program of the subrecipient.	Provides goods or services that are ancillary to the operation of the federal program.

A more detailed Checklist for Determining if an Entity Receiving Funds has a Contractor or Subrecipient Relationship is available to assist Subrecipients in making the correct selection in these financial arrangements.

1. **Memorandums of Understanding (MOU)**. An MOU is a written plan between two or more parties for carrying their separate activities in a coordinated and mutually beneficial manner. An MOU is generally used when there will **not** be an exchange of funding or resources but there is a need to formally document the relationship(s). The MOU provides documentation that demonstrates the organizations have consulted and coordinated the responsibilities of their subaward activities. *Guidance for Drafting an MOU* and a *Sample MOU* can be found **here** on the ODOJ CVSSD website.

   The following elements should be included when composing an MOU:

a. Description of each partner organization;
b. Purpose of the MOU;
c. Description of agreed upon roles and responsibilities each organization or agency will be providing to ensure project success. The roles and responsibilities should align with project goals, objectives and target outputs;
d. Identification of staff responsible for completing the specific responsibilities, this should include meeting ODOJ CVSSD reporting requirements;
e. Description of how the collaboration/partnership benefits the project;
f. Description of the resources each partner would contribute to the project. This can be a time commitment, in-kind contributions, or grant funds (e.g., office space, staff, training, etc.);
g. A statement that the lead organization accepts full responsibility for the performance of the collaborative organizations/agencies; and
h. Signatures by all partners. Signatories must be officially authorized to sign on behalf of the organization and include title and organization name.

2. **Procurement Transaction (Subcontract).** An Independent Contractor Agreement formalizes the financial arrangement between a Subrecipient and a Contractor who has been selected through a competitive procurement process (unless a sole source arrangement has been justified) to provide goods or services for the Subrecipient.

Please Note:
Compensation for consultant services should be reasonable and consistent with that paid for similar services in the marketplace. Compensation in excess of $650 per 8 hour day, or $81.25 per hour, requires prior approval from ODOJ CVSSD.

An Independent Contractor Agreement must, at a minimum, include (a detailed description of each element is available at https://justice.oregon.gov/crime-victims/pdf/cvsd_subcontract_elements.pdf:
a. Parties to the Agreement
b. Term of the Agreement
c. Scope of Work and Deliverables
d. Contractor Compensation
e. Independent Contractor Relationship
f. Representations and Warranties
g. Indemnification
h. Confidentiality
i. Insurance Requirements
j. Amendments
k. Signature of Authorized Representatives

Subrecipients must submit all subcontracts to ODOJ CVSSD when finalized.
No subcontractor payments will be issued if a subcontractor agreement has not been received and approved by ODOJ CVSSD.

The written agreement may not affect the subrecipient's overall responsibility for the duration of the SASP-funded program and accountability to ODOJ CVSSD. The subrecipient is responsible for monitoring the subcontractor and determining that all fiscal and programmatic responsibilities are fulfilled.

3. **Subawards.** A Subaward Agreement formalizes the financial arrangement between a Subrecipient and a Subrecipient for the purpose of carrying out a part of the grant-funded activities. Subrecipients can base the Subaward Agreement on the SASP Grant agreement. The Subaward Agreement must contain all of the same requirements as the subrecipient's award agreement. All subrecipients must agree to abide by all primary award agreement requirements.

   Guidance for Drafting a Subaward Agreement for Federal Funds is available on the CVSSD website. Subrecipients can work with their Fund Coordinator to obtain a workable copy of their SASP Grant Agreement to adapt the document to fit the requirements. All secondary subrecipients must agree to abide by all primary subaward agreement requirements. The primary subrecipient must, in essence, create their own subaward agreement for the secondary subrecipient. That agreement must contain all of the same requirements as the primary award agreement.

   <u>Subrecipients must have written Federal Subaward Policy and Procedures to monitor their subrecipients. The Federal Subaward Policy and Procedure must be made available to ODOJ CVSSD for review during monitoring to assure adherence to applicable federal guidelines.</u> More information about the Minimally Recommended Elements to include in a Subaward Policy and Procedures can be found on the CVSSD website.

Subrecipients must submit all subawards to ODOJ CVSSD when finalized.
No subaward payments will be issued if a subrecipient agreement has not been received and approved by ODOJ CVSSD.

D. Request for Amendment Requirements

An amendment request is used to request programmatic and/or financial changes associated with a grant award <u>as they occur</u> during the grant cycle. Consider the following when requesting an amendment:

- At no time may a program or budget modification change the scope of the original grant agreement.
- Funds may only be moved and spent within the scope of the approved services.
- Budget revisions do not change the total amount of funding available for the grant.
- If a subrecipient determines that any modification of the approved budget or the extension of a grant period is necessary, a request should be made in E-Grants using the "Amendment Request" page.
- **The subrecipient <u>must</u> obtain approval from CVSSD for any amendment requests prior to the change being implemented.** <u>All amendment requests must be received at least</u>

45 days prior to the end of the award period to be considered during the final quarter of a grant award.

- Requests submitted after the project end date or those that would require retroactive approval shall be denied, unless the ODOJ CVSSD Grant Management Section Manager grants an exception based on extenuating circumstances.
- CVSSD will review each amendment request and will approve on a case-by-case basis.

1. Budget Amendments.

A budget amendment request is **required** for any of the following circumstances:

a. Movement of funds:
   - For subawards totaling $500,000 or less: Movement of funds that total more than $3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
   - For subawards totaling more than $500,000: Movement of funds that total more than $5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR

b. Adding a budget category or line item that did not exist in the original budget; OR

c. Deleting an existing category; OR

d. Extension of the project period.

* Budget category is defined as being either Personnel, Services and Supplies or Other Services and include the individual budget line items contained within.

Budget Amendment Documentation**.** The following information must be submitted when completing a formal budget amendment request:

- A completed Amendment Request page in E-Grants;
- A completed Budget Amendment Request form.

SASP Budget Amendment Request Forms can be downloaded from the Amendment Request page in E-Grants and must be uploaded in the Form/Document Upload section on the Amendment Request page once completed.

If approved, CVSSD staff will make the requested changes to the budget in the E-Grants system, and the Subrecipient will be notified of the approval via a system notification in E-Grants.

Once approved, all subsequent Financial Reports will automatically contain the amended grant budget. Subrecipients will not be able to submit Financial Reports while an amendment request is in process. CVSSD encourages subrecipients to pay attention to the timing of submission in relation to upcoming reporting deadlines.

2. Program Amendments

While not an all-inclusive list, the following changes **require** a program amendment:

a. Modifying the approach, or scope of any component of the program.

b. Making any change in collaborative partnerships.

c. Adding, deleting, increasing, or decreasing an activity or goal, objective or performance measure.

When requesting a **program amendment**, subrecipients must provide a detailed explanation and justification on the Amendment Request form in E-Grants. The explanation must include a complete description of the requested change and the effect the change will have on the project.

Upon receipt of written ODOJ CVSSD approval for a program amendment, a sub-recipient must reflect any revised goals, activities, and/or performance measures in all future progress reports submitted.

3. **Deobligated Funds**: ODOJ CVSSD will deobligate any remaining funds not expended by the end of the award period. ODOJ CVSSD will notify the subrecipient that funds have been deobligated and the award is closed.

E. Other Required Communication

1. **Achievement of Operational Status/Subaward Commencement**

All subrecipients are required to implement their federally funded project within sixty (60) days of the beginning date of their subaward. Any subrecipient not meeting this deadline must submit a letter to ODOJ CVSSD describing: steps taken to initiate the subaward; reasons for the delay; and the projected operational date. If the project is not operational within ninety (90) days of the beginning of the subaward period, the subrecipient must submit a second letter explaining the additional delay in implementation. The ODOJ CVSSD may, after reviewing the circumstances, elect to terminate the award and redistribute the funds. The subrecipient must establish and maintain program records that document that award activities are in compliance with the approved budget narrative. These records must be readily available for review at the time of a site visit. This requirement is included in the SASP award agreement(s).

2. **Termination of a Subaward**

A subrecipient must immediately notify ODOJ CVSSD if they need to terminate their award agreement (i.e., program closure). Subrecipients can review more information on termination by subrecipient or grantor (ODOJ CVSSD) in the sample award agreement. This sample can be found on the ODOJ CVSSD website under the SASP Grant section.

F. Program And Fiscal Monitoring

CVSSD will monitor each program receiving CVSSD awards. CVSSD monitors awards for compliance with applicable federal and state guidelines, the ODOJ CVSSD Grant Monitoring Policy under Monitoring, the SASP Guidance Handbook, and the ODOJ CVSSD Grant Agreement. CVSSD monitoring includes financial and administrative risk assessments, one or more financial report verifications, policy and procedure reviews, and on-site visits. The objective of monitoring is to support program development, provide technical assistance, and assure that the subrecipient is: a) providing services as described in the Request for Applications and grant agreements; b) spending grant funds as agreed; c) working towards funding objectives; and d) following appropriate fiscal procedures. The process flow chart is available **here** under Monitoring.

On-site visits may be prompted by one or more of the following: routine time for a visit based on the risk assessment score (even though no programmatic concerns), concerns within the organization, or a request for a site visit by the subrecipient. After reasonable notice and as often as CVSSD may deem necessary during the grant award period, CVSSD may perform program and fiscal monitoring activities. Monitoring may be conducted on-site and may include review of program and fiscal records, policies and procedures, meetings with sub-recipients, program stakeholders, and/or any staff directly or indirectly involved in the performance of the award program. Monitoring visits are intended to ensure compliance with award and fiscal requirements, to provide technical assistance, to offer program development guidance, and for observation of program activities.

G. Suspension or Termination of SASP Funding

1. **Potential Reasons for Increased Subrecipient Monitoring:** CVSSD may suspend funding in whole or in part, terminate funding, or impose another sanction on a SASP subrecipient for any of the following reasons:
   a. Subrecipient fails to comply substantially with the requirements or statutory objectives of 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, as amended, Title I, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90 guidelines issued thereunder, or other provisions of federal law.
   b. Subrecipient fails to make satisfactory progress toward the goals and objectives set forth in the application.
   c. Subrecipient fails to adhere to the requirements and the terms and conditions of the grant award.
   d. Subrecipient proposes or implements substantial plan changes to the extent that, if originally submitted, the application would not have been selected or approved.
   e. Subrecipient fails to submit the required financial, or program reports, or to resolve financial, program, or audit issues.
   f. Subrecipient institutes or has instituted against its insolvency, receivership, or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
   g. Subrecipient fails to comply substantially with any other applicable federal or state statute, regulation, or guideline.

   Before imposing sanctions, CVSSD will provide reasonable notice to the subrecipient of its intent to impose sanctions and will attempt to resolve the problem informally.

2. **CVSSD Potential Actions:** If a subrecipient significantly fails to comply with the terms and conditions of an award agreement, including civil rights requirements, whether stated in a federal statute, regulation, assurance application or notice of award, ODOJ CVSSD may take one or more of the following actions in accordance with 2 CFR Part 200 and the CVSSD grant agreement, as appropriate:

a. Perform additional project monitoring.
b. Establish corrective action plan(s) to address areas of concern.
c. Require the subrecipient to obtain technical or management assistance.
d. Place special conditions on subrecipient with moderate to high risk assessment scores.
e. Perform monthly check-ins with fund coordinator.
f. Require monthly financial or progress reporting, or supplemental reports as requested by the fund coordinator.
g. Temporarily withhold cash payments pending correction of the deficiency by the subrecipient;
h. Disallow (that is, deny both use of funds and any applicable matching credit) for all or part of the cost of the activity or action not in compliance;
i. Completely or partially suspend or terminate the current award;
j. Withhold further awards for the organization or program; and
k. Take other remedies that may be legally available.

ODOJ CVSSD may, after reasonable notice, terminate or suspend funding for a subrecipient organization that fails to conform to the requirements or objectives of the Violence Against Women Act that includes SASP, and/or that fails to comply substantially with the ODOJ CVSSD SASP award agreement. In that event, the subrecipient is entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date.

If the subrecipient fails to fulfill its SASP subaward obligation in a timely manner, ODOJ CVSSD shall have the right to immediately terminate or suspend the award and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the subrecipient shall not be relieved of liability to ODOJ CVSSD for damages sustained by virtue of any breach of the award agreement by the subrecipient.

While termination of funding will not be exercised without prior written notice to the subrecipient, any consideration of future award requests may be influenced by the gravity and extent of the irregularities causing the termination as determined by ODOJ CVSSD. Failure by a subrecipient to comply with the terms of the subaward agreement or of the requirement described in this SASP Guidance may be considered grounds for termination of subrecipient funding.

In the event of a formal allegation or a finding of fraud, waste and/or abuse of SASP funds, ODOJ CVSSD must be immediately notified. ODOJ CVSSD will then notify the Office on Violence Against Women (OVW). Suspension or termination of funds may be lifted when the award recipient organization has demonstrated substantial compliance. ***Termination or suspension action will only be taken as a last resort.***

ODOJ CVSSD is committed to assisting subrecipients to realize the success of any given award and will utilize all reasonable means to resolve problems or address potentially critical issues.

Whenever possible, and when it is in the best interest of victims, ODOJ CVSSD will provide assistance to subrecipient agencies to prevent termination.

Section V – REPORTING REQUIREMENTS

Subrecipients must collect and report certain data in order to comply with both state and federal Performance Report requirements. Subrecipients are strongly encouraged to develop data collection systems that offer maximum flexibility. Unless otherwise stated, **all data collected and reported for SASP reporting purposes must be limited to those activities and services directly funded by the SASP award and not to overall organization activities.** It is permissible, with ODOJ CVSSD approval, to pro-rate certain information based upon a reasonable, accurate and logical basis i.e. FTE funded by the award.

All reporting, except the annual Statistical Report, will be completed through the CVSSD E-Grants system. Please see the *CVSSD E-grants Applicant User Guide*, *E-Grants Training*, or *CVSSD E-Grants FAQs* found on the CVSSD E-Grants Information section of the CVSSD website for further information. More information about the annual Statistical Report can be found in the Progress Reports section below.

A. Financial Reports

Financial Report (FR). CVSSD requires accurate and clear expenditures that follow the approved budget prior to reimbursement. CVSSD operates funding for the SASP Grant on a reimbursement basis, meaning that grant funds are paid to subrecipient organizations **after** expenditures have been made. Payments to subrecipients are made when CVSSD receives a quarterly Financial Report (FR). The FRs must be accompanied by the required quarterly, semi-annual and annual progress reports (see Progress Report Requirements).

1. **Important Information Regarding Expenditures:**
   a. Expenditures must be reported in the quarter in which the expenses were incurred.
   b. Expenditures should be reported for **actual approved and incurred expenses**, as opposed to dividing the total amount of the grant into equal requests for reimbursement for the length of the grant. While this is a convenient method of requesting payment it may not necessarily accurately represent the expenditures charged to a grant.
   c. All expenditures must coincide with the current approved budget submitted, which will be one of the following:
      - the original budget submitted with the grant application through E-Grants; or
      - an amended budget submitted through E-Grants.

   d. Subrecipients must maintain supporting documentation for each FR submitted.
   e. Subrecipients may not obligate funds, order goods, enter into contracts, or request purchase orders prior to the start of the grant period.
   f. Failure of the subrecipient to operate the program in accordance with the approved budget may result in suspension and/or termination of the award agreement.
   g. CVSSD will hold a subrecipient accountable for any overpayment, audit disallowances, or any other breach of grant agreement that results in a debt owed to the federal government.

2. **Important Information Regarding Payments:**
   a. CVSSD does not reimburse items that are not in the approved budget. ODOJ CVSSD may withhold funds for any expenditure not budgeted or in excess of approved budget amounts.
   b. CVSSD reimburses expenses quarterly unless otherwise agreed between CVSSD and the subrecipient.
   c. CVSSD reimburses only **actual and allowable** expenditures for goods and services purchased during the grant period.
   d. FRs submitted without the accompanying required quarterly, semi-annual report and annual reports ***will not be processed for reimbursement until all reports have been submitted and reviewed***.
   e. It is the responsibility of the subrecipient to respond to all requests for modifications or information made by ODOJ CVSSD staff in a timely manner. Failure to comply will delay payment.
   f. Reimbursement payments can be processed as quickly as two weeks or take up to one month. This is due to the fact that the drawing down of federal funds is done two or sometimes three times per month. The Federal government has a blackout on draws the last five days of each month. A draw made on a Wednesday of one week will arrive at DOJ the following Tuesday and it is expected that payments can be issued by Friday.
   g. FRs may be submitted in E-Grants by organization members with the role of Authorized Official, Agency Administrator, or Financial Officer. It is the responsibility of the subrecipient organization to ensure that only those organization members authorized to submit a FR do so.

3. **Financial Reports in CVSSD E-Grants.** The E-Grants FR will show *page errors* if any of the following are entered:
   a. Total costs in the Personnel category (Salary + Personnel Expenses) are in excess of the budgeted amount for the Personnel category.
   b. Unbudgeted costs in the Services and Supplies and Other Costs categories:
      - totaling more than $3,000 when the award is $500,000 or less; or
      - totaling more than $5,000 when the award is more than $500,000.
   c. Costs in any unbudgeted subcategory.

All requests for budget changes must be made prior to expending any funds.

It is the responsibility of the subrecipient to adhere to the approved budget as referenced in the grant agreement, or to request a budget amendment. At no time may a budget modification change the scope of the original subaward agreement.

4. **Attachments.** Copies of check stubs, timesheets, accounts, ledgers, or other supporting documentation should <u>NOT</u> be submitted with the FRs. This documentation must be maintained at the program and be separated by each budget category with the amounts clearly identified. These records will be verified during a Financial Report Verification, programmatic and financial site visit and must be available upon request.

5. **Unliquidated Obligations (Cash or Accrual Basis).** Organization may complete FRs based on either accrual or cash principles. **Cash** basis is the method of reporting revenues and expenses when cash is actually received or paid out. **Accrual** basis is the method of recording

revenues in the period in which they are earned, regardless of when cash is received, and reporting expenses in the period when the charges are incurred, regardless of when payment is made.

On occasion, agencies may incur obligations or encumber funds toward the end of an award period for which payment cannot be made until after the award period has ended. In such cases, agencies should only report the actual expenditures paid during the reporting period. Obligations made prior to the end of the award period, but not yet paid, must be reported on a separate statement which details the encumbered, but unpaid, obligations charged to that award. Organizations will then have an additional 30 days to pay those obligations and report the expenditure on a final FR. ODOJ CVSSD E-Grants allows subrecipients to submit an additional final FR to accommodate for this should it occur.

In most instances, these types of unliquidated obligations will be due to accrued payroll expenses or, on rare occasions, an approved operating expense item, which had been ordered by the end of the award period but not yet paid. ***This procedure may not be used to retroactively charge off previously unreported expenses in order to fully expend the SASP award.***

6. **Final (Closeout) Financial Report**
   Agencies have 30 days after the end of the last or final reporting period for any SASP award (no later than January 31st) to report expenses, request reimbursement and reconcile any discrepancies. If a subrecipient determines that SASP funds will not be spent by the end of the award period, funds will be automatically deobligated and will no longer be available to the subrecipient.

7. **Financial Report Due Dates.** Subrecipients must submit a quarterly Financial Report (FR) unless otherwise agreed.

Quarter	**Due Date**		**Quarter**	**Due Date**
January 1 - March 31	April 30		July 1 - September 30	October 31
April 1 - June 30	July 20		October 1 - December 31	January 31

B. <u>Progress Reports</u>

Subrecipients must submit progress reports to CVSSD. Progress reports have the following purposes:

- To determine if the subrecipient is implementing the program as agreed.
- To determine if the subrecipient is making progress towards meeting its performance measures.
- To determine if the activities performed by the subrecipient are linked to the specific outcomes of the program.
- To allow the subrecipient to present information on any problem encountered (e.g., what were they, how they impacted the program, and how were they resolved).
- To develop data for statewide planning.

- To provide/present information to the Oregon Attorney General's Office, the Legislature, the Office on Violence Against Women (OVW) and Congress.
- To help other agencies that might undertake a similar program.
- To justify continued funding of the SASP programs.

CVSSD will not issue financial reimbursements if any progress report is outstanding or incomplete.

<u>The subrecipient must receive prior written approval from CVSSD to extend a progress report requirement past its due date</u>. It is the full responsibility of the subrecipient to ensure that progress reports are received by CVSSD by the due date.

Progress reports will include one or more of the following depending on the quarter schedule:

- Quarterly CVSSD Common Outcome Measures (if reported on a different CVSSD grant, subrecipient must still initiate and indicate on which award it was submitted.);
- Semi-annual Narrative Reports on grant funded project activities; and
- Annual Statistical Reporting Requirements.

1. **Quarterly Client Feedback on CVSSD Common Outcome Measures:**
   All SASP grant recipients are required to collect feedback on services provided using the prescribed common outcome measures listed below. ***The client's feedback will not be tied to the specific, SASP-funded project, but rather to all victim services provided by the program***. Subrecipients are only obligated to survey **appropriate clients** and should specify which clients will be surveyed via an internal organization policy. For example, no clients in crisis would be appropriate, whereas support group clients, clients exiting shelter, or clients receiving follow-up services may be more appropriate. Programs are expected have at least a 10% response rate from clients who receive surveys with the goal of a 90% positive response rate. Subrecipients must provide the following five choices for client response: Strongly Agree, Agee, Disagree, Strongly Disagree, and No Opinion. The forms are due quarterly, at the same time as the FR's. **Please contact your Fund Coordinator if you are unsure of which set of questions to include on your Client Feedback Form.**

   Programs may use Client Feedback Forms already in use in their organization, however, all programs are required to include the appropriate outcome measures described below.

   Programs serving primarily <u>adult sexual assault victims</u> are required to report client responses collected by one of three types of services provided: (1) clients receiving shelter services; (2) clients receiving support group services; and (3) clients receiving non-shelter based advocacy and other services. **Programs do not have to collect evaluations from all three groups**. <u>The three common outcome measures are</u>:

   a. *The program provided me with services that helped me make informed choices about my situation.* (This CVSSD Common Outcome Measure is applicable to all program types and must be stated exactly as shown).
   b. *After working with this agency, I have some new ideas about how to stay safe.*
   c. *After working with this agency, I know more about resources that may be available, including how to access them.*

Programs serving primarily victims of child sexual abuse are required to report client responses on the following three common outcome measures:

a. *The program provided me with services that helped me make informed choices about my situation."* (This CVSSD Common Outcome Measure is applicable to all program types and must be stated exactly as shown).
b. *The program staff treated my family with sensitivity and respect.*
c. *The program staff was supportive in helping me to access recommended treatment services for my child and family.*

2. **Semi-Annual Narrative Reporting**

Each Subrecipient must submit a semi-annual narrative report on grant-funded activities. This includes narrative responses to questions and reporting on the progress of the SASP award on goals and objectives. CVSSD E-Grants has a specific reporting form for submission of progress on the goals, objectives, output measures and outcome measures. Semi-annual narrative reports are not a substitute for other specifically required report information (i.e., reporting staff turnover, approval of specific expenditures, requests to amend budgets, seeking CVSSD approval for out-of-state training, etc.).

GO AHEAD – BRAG A LITTLE!
Tell us about the great work you're doing! Your Fund Coordinators find it interesting and love to share your work with our federal grant monitors and others in the field.

Note: If a grant receives a time extension, a final narrative and goals, objectives and performance measure report covering the duration of the extension must be submitted within 30 days of the grant closing.

3. **Annual Statistical Progress Report**

CVSSD requires that SASP subrecipients report statistical data on an annual basis for the previous calendar year January – December 31. Instructions, training videos, and a sample form for the SASP Annual Performance Report for OVW can be found at SASP Subgrantee Progress Reporting Form (vawamei.org). The annual reporting form will be provided through a unique URL link to a federal SASP Dashboard that is provided to the subrecipient by the SASP Fund Coordinator or SASP Grant Specialist prior to the due date.

All statistical data must be as accurate as possible, and subrecipients must be able to distinguish between new and ongoing clients. It is essential that the proper data be collected and reported, as the data will be used to comply with both state and federal reporting requirements.

Subrecipients must carefully consider who their SASP grant clients or activities are in order to accurately collect and report relevant data. In general, clients are "identifiable individuals who receive direct services by the staff resources reflected in the SASP grant budget." The following should be taken into account when determining how to collect SASP statistics:

a. Contacting the public individually, in groups, in person or otherwise, with information about the availability of services may be an important outreach activity, but does not constitute the actual provision of direct services; people so contacted are not clients unless they actually receive the direct services offered through the SASP grant; and

b. **Clients must be individually identifiable in order to ensure that data is unduplicated and to collect the necessary civil rights compliance information**. The only exception is “Number of Phone Contacts.”

There are several sections to complete and four narrative questions at the end of the SASP Subgrantee Progress Report. In the Victim Services section, SASP requires programs to report on the number of primary victims served and partially served, the number of victims seeking services who could not be served, additional victimization types, the number of secondary victims served, demographic data for primary victims served and partially served, relationship between the victim and offender, the number services provided the number of hotline calls, the number of outreach activities, and the number of temporary and final protection orders granted, and several other items.

4. **Progress Report Due Dates.** Reports should include activities and outcomes, as well as cumulative information to date. For the SASP program, the reports are due on the following dates:

Reporting Period	Quarterly Common Outcome Measures Due	Semi Annual Narrative Due	Annual Statistics Progress Report Due
January 1 – March 31	April 30		
April 1 – June 30	July 20	July 20	
July 1 – September 30	October 31		
October 1 – December 31	January 31	January 31	January 31