

# GRANT AWARD TERMS AND CONDITIONS

Virginia Department of Criminal Justice Services  
1100 Bank Street, 12<sup>th</sup> Floor  
Richmond, Virginia 23219

<p><b>Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program</b></p> <p><b>American Rescue Plan Act (ARPA)</b></p>
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Acceptance of this grant award by the subrecipient (“subgrantee”) constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accordance with established employment and personnel policies; and assuring that all terms, conditions and assurances--those submitted with the grant application, and those issued with this award--are complied with.

By signing the Statement of Grant Award/Acceptance, the subrecipient agrees to:

- use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by the Department of Criminal Justice Services (DCJS);
- adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions; and,
- comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.

## 1. Use of Funds

- a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

## 2. Period of Performance

The period of performance for this award begins on July 1, 2021 and ends on June 30, 2022. Subrecipient may use award funds to cover eligible costs incurred during this award period.

## 3. Reporting

Subrecipient agrees to comply with any reporting obligations established by Treasury and DCJS as they relate to this award.

#### **4. Maintenance of and Access to Records**

a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, DCJS or their authorized representatives, shall have the right of access to records (electronic and otherwise) of subrecipient in order to conduct audits or other investigations.

c. Records shall be maintained by subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

#### **5. Pre-award Costs**

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

#### **6. Administrative Costs**

Subrecipient may use funds provided under this award to cover both direct and indirect costs.

#### **7. Cost Sharing**

Cost sharing or matching funds are not required to be provided by subrecipient.

#### **8. Conflicts of Interest**

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

#### **9. Compliance with Applicable Law and Regulations**

a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

The subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **10. Remedial Actions**

In the event of subrecipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

### **11. Hatch Act**

Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

### **12. False Statements**

Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

### **13. Publications**

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award OMB number 1505-0271 awarded to Treasurer of Virginia by the U.S. Department of the Treasury.”

### **14. Debts Owed the Federal Government**

a. Any funds paid to subrecipient (1) in excess of the amount to which subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by subrecipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

### **15. Disclaimer**

a. The United States expressly disclaims any and all responsibility or liability to subrecipient or third persons for the actions of subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by subrecipient does not in any way establish an agency relationship between the United States and subrecipient.

### **16. Protections for Whistleblowers**

a. In accordance with 41 U.S.C. § 4712, subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

### **17. Increasing Seat Belt Use in the United States.**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

### **18. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

### **19. Requirement to report potentially duplicative funding.**

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify DCJS in writing of the potential duplication, and, if so requested by DCJS, must seek a budget-modification or change-of-project-scope to eliminate any inappropriate duplication of funding. Funds received from this grant program are intended to supplement other awards of federal funds.

### **20. Additional monitoring requirements**

The subrecipient understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

### **21. Travel Policy**

Subrecipients may follow their own established travel rates if they have an established travel policy. DCJS reserves the right to determine the reasonableness of an organization's travel policy. If the subrecipient does not have an established policy, then they must adhere to federal travel policy. Please refer to the following IRS website for the most current mileage rate: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. Transportation costs for air and rail must be at coach rates.

### **22. Financial audits**

The subrecipient agrees to forward a copy to DCJS of the subrecipient's scheduled financial statement audit for the fiscal year that covers the grant award period. If the subrecipient is a local government or non-profit organization and expends \$750,000 or more in federal awards (from all sources) during its fiscal year, the subrecipient is required to submit the appropriate single or program specific audit in accordance with the provisions outlined in 2CFR Part 200 Subpart F.

### **23. Project income**

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Any funds generated as a direct result

of DCJS grant-funded projects are deemed project income. Project income must be reported on the Subrecipient Financial Report for Project Income provided by DCJS. Instructions for the Project Income form can be downloaded at:

<http://www.dcjs.virginia.gov/forms/grants/subgrantProjectIncomeInstructions.doc>. The Project Income form can also be downloaded from the DCJS website at:

<http://www.dcjs.virginia.gov/forms/grants/subgrantProjectIncome.xls>. Examples of project income might include service fees; client fees; usage or rental fees; sales of materials; and income received from sale of seized and forfeited assets (cash, personal or real property included).

## **24. Contract Amendments**

Contract amendments must be submitted for review in the On-line Grants Management System (OGMS). These contract amendments include, but are not limited to, the following:

- Budget Amendment – Revision
- Budget Amendment – In Line Adjustment
- Change in Grant Funded Staff
- Change in Authorized Official
- Project Scope of Work Revision
- Reporting Extension
- Other

Check with your grant monitor for details regarding submitting contract amendments via OGMS.

No amendment to the approved budget may be made without the prior approval of DCJS. No more than two (2) budget amendments will be permitted during the grant period. Budget Revision – Amendment requests, along with accompanying narrative, are to be submitted using the On-line Grants Management System (OGMS). The submission deadline for budget amendments is 45 days prior to the end of the grant period.

## **25. Delegation of responsibility**

Any delegation of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding by which the implementing organization agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.

## **26. Civil Rights training requirement**

The subrecipient agrees to meet the civil rights training requirements through viewing the online training modules offered through the Office on Civil Rights at <https://ojp.gov/about/ocr/assistance.htm>. The subrecipient must review these training modules at least once per grant cycle and must view the civil rights overview, standard

assurances modules, and the module on the obligations to provide services to limited English proficient (LEP) individuals.

### **27. Performance and obligation periods**

Grant funds, including state and local match, may be expended and/or obligated during the grant award period of performance. Subrecipients may only charge to the award allowable costs incurred during this grant award period. All properly incurred obligations must be liquidated no later than 45 days after the end of the award period. No new obligations may be made during the liquidation period. The subrecipient agrees to submit a final financial report and return all received and unexpended grant funds to DCJS within 45 days of the end of the grant award period.

### **28. Limitation on the use of funds to approved activities**

The subgrantee agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless DCJS determines that any of these activities are out of scope or unallowable. The subgrantee must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, from DCJS.

### **29. Requirements related to "de minimis" indirect cost rate**

A subgrantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise DCJS in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

### **30. Procurement**

Subrecipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.318 through 2 CFR 200.327, as applicable.

### **31. Additional "Action Item" encumbrances**

Any additional "action item" encumbrances related to your award will be shown online via the DCJS On-Line Grant Management System (OGMS) website under menu item Grants> Encumbrances. The subgrantee must comply with any items listed there prior to DCJS disbursing funds.

Unless otherwise stated, these encumbrances must be met by December 31, 2021. If they remain unmet after this date, then the subgrantee must report to the DCJS, by letter, the steps taken to achieve compliance, the reasons for non-compliance, and the expected date of compliance. DCJS may terminate grant funding based upon unexplained or unreasonable failure to substantially comply with encumbrances within reasonable specified time frames.



# REPORTING REQUIREMENTS AND PROJECTED DUE DATES

Virginia Department of Criminal Justice Services  
1100 Bank Street, 12<sup>th</sup> Floor  
Richmond, Virginia 23219

<p><b>Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program</b></p> <p><b>American Rescue Plan Act (ARPA)</b></p>
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## REPORTING REQUIREMENTS

By accepting the accompanying grant award, you are agreeing to submit online quarterly financial reports for this grant throughout the grant period, as well as final reports to close the grant. No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required financial and progress reports for the current grant are more than 30 days overdue. For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

To submit reports, requests, and to view your grant award, refer to the On-line Grants Management System (OGMS) at our website: [ogms.dcjs.virginia.gov](https://ogms.dcjs.virginia.gov). In order to use this web-based system, if you have not previously done so, you must register in OGMS.

Funds for this grant program were awarded to the Commonwealth of Virginia by the U.S. Department of the Treasury, and as a result, requirements may differ from other DCJS grant programs. As DCJS continues to receive guidance on the administration of these funds, additional reporting or documentation may be required of subrecipients.

- **REQUEST FOR FUNDS (Claims)** - may be submitted after the sub-grantee submits the signed Statement of Grant Award (SOGA). Submit one ARPA claim that includes the entire award amount. ARPA funds are not based on reimbursement, rather funds are awarded as a lump-sum payment.
- **FINANCIAL REPORTS (Claims)** – OGMS Detail of Expenditure forms are due within 15 days after the end of each calendar quarter. Forms are due even if no expenditures occurred during the quarter. If the due date falls on a weekend or non-business day, the report is due on the next business day. For financial questions, contact Mark Fero at (804) 225-2782 or via email at [Mark.Fero@dcjs.virginia.gov](mailto:Mark.Fero@dcjs.virginia.gov).
- **PROGRESS (Status) REPORTS** – One annual progress report may be required. Additional information will be provided.

- **BUDGET (Contract) AMENDMENTS** - Contract amendments must be submitted for review in the On-line Grants Management System (OGMS). No amendment to the approved budget may be made without the prior approval of DCJS. No more than two (2) budget amendments will be permitted during the grant period. The submission deadline for budget amendments is 45 days prior to the end of the grant period.
- **GRANT CLOSEOUT:** The subgrantee has up to 45 days from the end of the award period to liquidate any unpaid obligations and submit a final claims report. The liquidation period exists to allow projects time to receive final invoices and make final payments -- no new obligations may be incurred during this period. Closeout questions should be directed to Andrew Wooldridge (804) 225-1863 or via email at [Andrew.Wooldridge@dcjs.virginia.gov](mailto:Andrew.Wooldridge@dcjs.virginia.gov) or Mark Fero at (804) 225-2782 or via email at [Mark.Fero@dcjs.virginia.gov](mailto:Mark.Fero@dcjs.virginia.gov).

**FINANCIAL REPORTING SCHEDULE**

CALENDAR QUARTER ENDING	REPORT DUE DATES
9/30/21	10/15/21
12/31/21	1/15/22
3/31/22	4/15/22
6/30/22	7/15/22
Final	8/15/22

For OGMS technical assistance contact [ogmssupport@dcjs.virginia.gov](mailto:ogmssupport@dcjs.virginia.gov)