

## GRANT SPECIAL CONDITIONS

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

### CY22 Coronavirus Emergency Supplemental Funding Program (CESF)

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 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.

#### **Use of Funds for Purposes Unrelated to Coronavirus Prohibited**

Award funds may be used for only the following purposes: to prevent, prepare for, and respond to coronavirus. Applicable law, the “Emergency Appropriations for Coronavirus Health Response and Agency Operations” law (Public Law 116-136), restricts the use of CESF Program award funds for any purpose unrelated to coronavirus.

For purposes of the CESF Program, “coronavirus” means SARS-CoV-2 or another coronavirus with pandemic potential. (*N.B.*: COVID-19 is caused by a coronavirus called SARS-CoV-2.)

#### **1. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") or the Department of Criminal Justice Services (DCJS) taking appropriate action with respect to the recipient and the award. Among other things, the OJP and DCJS may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## **2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact DCJS promptly for clarification.

### **3. Compliance with DOJ Grants Financial Guide**

References to the DOJ Grants Financial Guide are posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>) including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

### **4. Reclassification of various statutory provisions to a new title 34 of United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

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

A subrecipient 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.

### **6. 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.

### **7. Requirements related to System for Award Management and Universal Identifier Requirements**

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes

applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subrecipient must maintain a valid DUNS number (a unique nine-digit number used for identifying and keeping track of entities receiving federal funds). Subrecipients must be registered in SAM to receive an award and must maintain an active registration for the entire period of the award.

## **8. Employment eligibility verification for hiring under the award**

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

**B. Employment eligibility confirmation with E-Verify**

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at: [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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

The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to DCJS no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## **10. All subawards ("subgrants") must have specific federal authorization**

The subrecipient must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## **11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000**

The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## **12. Unreasonable restrictions on competition under the award; association with federal government**

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") --

no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

### **13. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)**

The subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients, or individuals defined (for purposes of this condition) as "employees" of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

#### **14. Determination of suitability to interact with participating minors**

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at:

<https://www.ojp.gov/funding/explore/interact-minors> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

#### **15. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

#### **16. Requirement for data on performance and effectiveness under the award**

The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJS as specified by DCJS in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

#### **17. OJP Training Guiding Principles**

Any training or training materials that the subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipients, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subrecipients.htm>.

## **18. Effect of failure to address audit issues**

The subrecipient understands and agrees that DCJS or the DOJ awarding agency may withhold award funds, or may impose other related requirements, if (as determined by DCJS or the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## **19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

The subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## **20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

The subrecipient must comply with all applicable requirements of 28C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>) by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## **21. Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or

with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of these prohibitions, the subrecipient is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS and OJP.

## **22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)**

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subrecipient") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2020>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS and OJP.

## **23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

The subrecipient must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—

- a. mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or
- b. the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## **24. Restrictions and certifications regarding non-disclosure agreements and related matters**

No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal

confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

In accepting this award, the subrecipient—

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

If the subrecipient does or is authorized under, this award to make subawards ("subgrants"), procurement contracts, or both—

- a. it represents that it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## **25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact DCJS for guidance.

## **26. Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## **27. Emergency Appropriations for Coronavirus Health Response and Agency Operations**

The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition> , that is incorporated by reference here.

## **28. Justice information sharing**

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

## **29. Discrimination findings**

The subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of federal assistance under this award, the subrecipient will forward a copy of the findings to the Office for Civil Rights of OJP.

## **30. Documentation requirements**

The subrecipient agrees promptly to provide, upon request, financial or programmatic related documentation related to this award, including documentation of expenditures and achievements.

## **31. 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.

## **32. Record retention and access**

Records pertinent to the award must be retained for a period of three (3) years from the date of submission of the final expenditure report. Subrecipient must provide access, including performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

## **33. Non-Supplanting requirement**

Funds made available through this award will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes. Guidance on the non-supplanting requirement is available here:

[https://ojp.gov/archives/financial\\_guides/financialguide11/PreawardRequirements/chapter5page6.htm](https://ojp.gov/archives/financial_guides/financialguide11/PreawardRequirements/chapter5page6.htm)

## **34. 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.

### **35. Access to services – Limited English Proficiency (LEP)**

Compliance with Title VI of the Civil Rights Act and Omnibus Crime Control and Safe Streets Act requires recipients of Federal financial assistance to take reasonable steps to provide persons of LEP meaningful access to services. All organizations that provide direct services are required to have an LEP plan as part of their organization's policies. Further information on the responsibilities to provide language services to LEP individuals can be found at <https://www.lep.gov/>.

### **36. 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.

### **37. 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. DCJS allows reimbursement for actual reasonable expenses and meals according to per diem. 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.

### **38. Project initiation**

Within 60 days of the starting date of the grant, the subrecipient must initiate the project funded. If not, the subrecipient must report to DCJS, in writing, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the subrecipient must obtain approval in writing from DCJS for a new implementation date or DCJS may cancel and terminate the project and redistribute the funds.

### **39. 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.

#### **40. Procurement**

The subrecipient agrees to provide for fair and open competition when procuring goods and services with award funds and to maintain documented procurement policies and procedures. Permission to make a sole source procurement requires the prior approval of DCJS. Any request for exemption to this regulation must be filed in writing.

#### **41. Conflict of interest**

All subrecipients must have a written conflict of interest policy. The subrecipient certifies that it will disclose in writing any potential conflict of interest to DCJS in accordance with applicable federal awarding agency policy as required in 2 C.F.R. Part 200, Subpart E § 200.112.

#### **42. Financial management systems**

All subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. They must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. Subrecipients must properly track the use of award funds and maintain adequate supporting documentation including maintaining proper documentation for all paid grant and match staff and volunteer time reported. Further information is available in the DOJ Financial Guide at [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf).

#### **43. 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).

#### **44. 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 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.

#### **45. Required reports**

The subrecipient agrees to submit, on or before scheduled due dates, such reports as required by DCJS. This includes filing required reports using the On-line Grants Management System (OGMS). Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

#### **46. 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.

#### **47. National Environmental Policy Act Compliance and related statutes**

The grantee agrees to assist the Bureau of Justice Assistance (BJA) in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subrecipient. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or

a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of this Special Condition to Grantee's Existing Programs or Activities: for any of the grantee's or its subrecipients' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

#### **48. Establishment of interest-bearing account**

If award funds are being drawn down in advance, the subrecipient is required to establish an interest-bearing account dedicated specifically to this award. Subrecipients must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The subrecipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to DCJS at the time of closeout.

#### **49. Required monitoring of subawards**

The recipient (or subrecipient at any tier) must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient (or subrecipient at any tier) is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient (or subrecipient at any tier) agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

## **50. Consultants**

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

## **51. Monitoring and access to grant records**

The subrecipient agrees to comply with OJP and DCJS grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA, OCFO, and DCJS on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA, OCFO, and DCJS all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA, OCFO, and DCJS for providing the requested documents. Failure to cooperate with BJA's/OCFO's/DCJS's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

## **52. Avoidance of the duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

## **53. Body armor - compliance with NIJ standards and other requirements**

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

## **54. Expenditures requiring prior approval**

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from DCJS and BJA. Prior approval must be obtained post-award from DCJS and BJA.

## **55. Use of funds for DNA testing**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

## **56. 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 March 1, 2022. 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

<b>CY22 Coronavirus Emergency Supplemental Funding Program (CESF)</b>	
Grant Start Date: 1/1/2022	Grant End Date: 12/31/22

## REPORTING REQUIREMENTS

By accepting the accompanying grant award, you are agreeing to submit online quarterly financial reports and programmatic progress 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.

- **FINANCIAL REPORTS & REIMBURSEMENTS (Claims)** – OGMS Detail of Expenditure/ Reimbursement forms are due within 45 days after the end of the grant period. 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 DeAndrea Williams at (804) 371-5380 or via email at [Deandrea.Williams@dcjs.virginia.gov](mailto:Deandrea.Williams@dcjs.virginia.gov).
- **PROGRESS (Status) REPORTS** for most grant programs are due within 15 days after the end of each calendar quarter and must be approved by your DCJS Grant Monitor.
- **BUDGET (Contract) AMENDMENTS** – may be submitted for consideration through OGMS. Please review your Special Conditions carefully to determine the requirements and procedures for amending budgets. For budget amendment questions, contact your assigned Grant Monitor.
- **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 financial 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).

## REPORTING SCHEDULE

CALENDAR PERIOD ENDING	REPORT DUE DATES
3/31/2022	4/15/2022
6/30/2022	7/15/2022
9/30/2022	10/15/2022
12/31/2022	1/15/2023
Final	2/15/2023

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