

Addiction Recovery Grant Program SPECIAL CONDITIONS

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

The following conditions are attached to and made a part of this grant award:

1. By signing the Statement of Grant Award/Acceptance, the grant recipient 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;
 - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
 - to comply with all relevant sections of the *Code of Virginia*;
 - and to comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.
2. Grant funds must be expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 45 days after the end of the grant period. The grant recipient agrees to supply a final grant financial report and return all received and unexpended grant funds (exclusive of local match) to DCJS within 45 days after the end of the grant liquidation period.
3. The grantee agrees to submit, by the specified deadlines, quarterly financial and bi-annual progress reports as well as any other necessary reports requested by DCJS on forms provided by DCJS if applicable. DCJS may withhold disbursement of grant funds if reports are not submitted as required. No current recipient of funding through this grant program 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, DCJS will waive the provision.
4. By accepting this grant, the recipient assures that funds made available through it 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.
5. Grantee may follow their own established travel rates if they have an established travel policy. If a grantee does not have an established policy, then they must adhere to state travel policy. The state allow reimbursement for actual reasonable expenses. Please refer to the following IRS website for the most current mileage rate:
<http://www.irs.gov/taxpros/article/O,id=156624,00.html>. Transportation costs for air and rail must be at coach rates.

6. Within 60 days of the starting date of the grant, the grantee must initiate the project funded. If not, the grantee 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 grantee must obtain approval in writing from DCJS for a new implementation date or DCJS may cancel and terminate the project and redistribute the funds.
7. **No amendment to the approved budget may be made without the approval of DCJS. No more than two budget amendments will be permitted. Budget amendments must be requested using the online Grants Management Information System (GMIS), accompanied with a narrative. No budget amendments for FY20 will be allowed after May 15, 2020.**
8. All purchases for goods and services must comply with established written procurement policies. If a grantee does not have an established written policy, then they must adhere to the Virginia Public Procurement Act. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Any exemption to this regulation requires the prior approval of DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to DCJS.
9. Acceptance of this grant award by the applicant 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 accord with the 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.
10. **PROJECT INCOME:** Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on forms provided by DCJS. The following are examples of project income: service fees; supervision/intervention fees; client fees; usage or rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).
11. The grantee understands that it is the responsibility of the Project Administrator to oversee the management of the grant awards.
12. The grantee understands that the continuation and/or level of funding will be based on the availability of funds, the performance of the project in meeting its targets, goals and objectives, and the recipient's compliance with the grant requirements and conditions.
13. The grantee will submit grant financial and progress reports required by DCJS. These shall be submitted to DCJS within 15 days after the end of each calendar quarter. Reports are

required even if no expenditures have occurred during the quarter.

14. The grantee will submit data and reports required by DCJS with the Quarterly Progress report.
15. The grantee assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records, as DCJS shall prescribe, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this grant.
16. Prior to DCJS disbursing funds, the Grantee must comply with the following special conditions: