

Comprehensive Community Corrections 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 quarterly progress reports as well as any other necessary reports requested by DCJS on forms provided by DCJS. DCJS may withhold disbursement of grant funds if reports are not submitted as required. In addition to a project's implementation and performance, and the availability of funds, a key factor in determining eligibility for continuation funding will be compliance with grant financial and progress reporting requirements. **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 allows reimbursement for actual reasonable expenses. Please refer to the following IRS website for the most current mileage rate:
<http://www.irs.gov/taxpros/article/0,,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, by letter, 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. The grantee assures that programs established, operated, and/or contracted with under the authority of the Comprehensive Community Corrections Act for Local-Responsible Offenders and the Pretrial Services Act will comply with all standards, regulations, and guidelines put forth by DCJS and any others that may be applicable. This includes but is not limited to, those stated in the “Minimum Standards for Local Community-based Probation” and the “Minimum Standards for Pretrial Services.”
8. **No amendment to the approved budget may be made without the approval of DCJS. No more than two budget amendments will be permitted per year. Budget amendments must be requested using the online Grants Management Information System (GMIS), accompanied with a narrative. The deadline for all budget amendments to be submitted will be 45 days prior to the end of the grant period.**
9. All funds utilized for the purpose of providing pretrial services as outlined in Article 5 (§[19.2-152.2](#) et seq.) of Chapter 9 of Title 19.2 or probation services as outlined in Article 9 (§[9.1-173](#)) et seq. of Chapter 1 of Title 9.1 of the *Code of Virginia* shall be subject to audit in accordance with the Virginia Auditor of Public Accounts guidelines. The grantee agrees to forward to DCJS a copy of any financial and programmatic audits of this grant award.
10. All purchases for goods and services must comply with local 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.
11. Acceptance of this grant award by the local government 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 local government’s established employment and personnel policies; assuring full cooperation with DCJS for information technology issues related to the automated case management system (PTCC); and assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.

12. **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).
13. Each participating locality must be represented by a Community Criminal Justice Board (CCJB) to serve as an advisory body to the local governing body on matters pertaining to local criminal justice issues. The composition of the CCJB is specified in 9.1-178 of the Code of Virginia. Report any changes in membership to DCJS.
14. Local funds and fees supplementing salaries or any other area in the budget should be shown in the match column of the itemized budget under CASH for each line item.
15. Employees, full or part-time, under CCCA and PSA programs shall not serve in any paid consultant capacity for the program by which they are employed.
16. All changes within budget categories of the Consultant's line are subject to the same DCJS approval process that applies to the overall grant.
17. The grantee understands that it is the responsibility of the Project Administrator to oversee the management of the grant award.
18. 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.
19. 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.
20. The grantee will submit data and reports required by DCJS with the Quarterly Progress report.
21. The grantee will comply with the automated data collection and case management system (PTCC) requirements and fully use PTCC as directed by DCJS. Full usage means entering data in all fields in PTCC.
22. 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.
23. All agencies must have a signed Memorandum of Understanding (MOU) for the Pretrial and Community Corrections Case Management System (PTCC) between the administrative agent and DCJS.

24. If the agency director/primary contact person will be out of the office for an extended period of time (planned or unplanned) or if the agency is going through a management transition due to a director/primary contact vacancy, DCJS must be notified of the effective dates, name, title, phone number and email for an alternative contact for daily operations by sending an email to CCCAPSA@DCJS.VIRGINIA.COM as soon as possible.
25. Prior to DCJS disbursing funds, the Grantee must comply with the following special conditions:
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