

Domestic Violence Victims Fund 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. All recipients must spend funds in accordance with the grant budget approved by DCJS.
2. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
 - to use the grant funds only 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;
 - and to comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.
3. Grant funds may only be expended and/or obligated during the grant period. All legal obligations must be fulfilled no later than 45 days after the end of the grant period.
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. The subgrantee agrees to submit, by the specified deadlines, quarterly financial and progress reports as well as any other necessary reports requested by DCJS. All financial and progress reports must be processed through our online Grants Management Information System (GMIS). 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.
6. *DCJS will perform on-site monitoring as required. DCJS staff will notify subgrantee in advance of the visit.*
7. Subgrantees may follow their own established travel rates if they have an established travel policy. If a subgrantee 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:

<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2019>. Transportation costs for air and rail must be at coach rates.

8. Within 60 days of the starting date of the project, the subgrantee must initiate the program funded. If not started during this period, **the subgrantee must report to the DCJS**, by letter, the steps taken to initiate the project and the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the subgrantee must receive approval in writing from the DCJS for a new implementation date or the DCJS may cancel and terminate the project and redistribute the funds to another program.
9. **No amendment to the approved budget may be made without the approval of DCJS. No more than two (2) 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.**
10. The recipient agrees to notify DCJS in writing within thirty (30) days of any hiring of or change in grant-funded personnel, or any change in the Project Administrator, Project Director or Finance Officer from the persons listed in the Grant Application. To provide the required notification to DCJS, the recipient agrees to complete and submit the DCJS Program Change/Update form available on the DCJS website at:
<http://www.dcjs.virginia.gov/victims-services/forms>.
11. The subgrantee agrees to forward a copy to the DCJS of the scheduled audit of this grant award.
12. Acceptance of this grant award by a 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; and assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.
13. Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department 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.
14. The subgrantee agrees to comply with the Virginia Public Procurement Act:
<https://eva.virginia.gov/index.html>. 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. An exemption to this regulation requires the prior

approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS. Permission to make sole source procurements must be obtained from DCJS in advance.

15. **PROJECT INCOME:** Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on the Subgrantee 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; income received from sale of seized and forfeited assets (cash, personal or real property included).
16. Subgrantee must submit a final report outlining the progress and accomplishments of the program on forms provided by DCJS.
17. DCJS will not disburse funds from this grant if any of the required Financial or Progress reports are overdue by more than 30 days unless you can show good cause for missing the reporting deadline.
18. The subgrantee agrees to sign up for DCJS Updates at:
<http://www.dcjs.virginia.gov/subscribe/> for the announcements regarding trainings, funding opportunities, and information on victims services.
19. Prior to DCJS disbursing funds, the Subgrantee must comply with the following Special Conditions: