

Grant Program Special Conditions

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

<p>FY2025 Witness Protection Grant Program (WPGP) Funding Opportunity# 527792</p>

Acceptance of this grant award by the grantee 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 in compliance.

By signing the Statement of Grant Award/Acceptance, the grantee 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;
- Contact DCJS immediately of any significant changes to or problems with agency operations including, but not limited to resignation of, termination of, or change to agency director/coordinator/primary contact, criminal investigations of agency staff, excessive staff turnover or long-term staff vacancies, or other issues that interfere with the operations of the agency;
- Comply with all relevant sections of the *Code of Virginia*;
- Review and approve the required Standard Operating Procedures (SOPs);
- 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.

Failure to comply with one or more of the award requirements may result in DCJS taking appropriate action with respect to the recipient and the award. Actions include, but are not limited to, a written plan of correction, letter to the County Administrator/City Manager, disallowing costs, withholding award funds, or suspension or termination of the award.

1. Performance and Obligation Periods

Grant funds must be expended and/or obligated during the grant award period of performance. Grantees may only charge to the award allowable costs incurred during this grant award period. All properly incurred obligations must be liquidated no later than 30 days after the end of the award period. No new obligations may be made during the liquidation period. The grantee agrees to submit a final financial report and return all received and unexpended grant funds to DCJS within 30 days of the end of the grant award period.

2. Financial Management Systems

All grantees are required to establish and maintain adequate accounting systems, financial records, supervision fees, and to accurately account for funds awarded. 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 and supervision fees. Grantees must properly track the use of award funds and supervision fees, and maintain adequate supporting documentation including maintaining proper documentation for all paid grant and match staff.

3. Access to Grant Records

The grantee must authorize DCJS and the Virginia Auditor of Public Accounts (APA) access to, and the right to examine, all data, records, books, papers, or documents related to this grant.

4. Documentation Requirements

The grantee agrees to, upon request, promptly provide financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements regardless of funding source.

5. Additional Monitoring Requirements

The grantee 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.

6. Record Retention and Access

Financial records pertinent to the WPGP must be retained for a period of five years from the date of submission of the final expenditure report. Case related records pertinent to the WPGP must be retained for a period of three years from the date of case closure. Grantee must provide access, including performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records.

7. Non-Supplanting Requirement

State appropriations are typically allocated for specific purposes. Therefore, funds made available through this award should not be used to replace State or local funds that would, in the absence of this grant, be made available for the same purposes. Please contact the Grant Monitor for questions or concerns regarding this condition.

8. Travel Policy

Grantees 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 grantee does not have an established policy, then they must adhere to State 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.

9. 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.

Changes to the approved budget must be approved by DCJS in OGMS prior to expending funds in a manner different from the last approved budget. No more than two (2) Budget Amendments - Revision will be permitted during the grant period. Budget Amendment – Revision 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.

10. Financial Audits

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 or to the Auditor of Public Accounts, a copy of the grantee's scheduled financial statement audit for the fiscal year that covers the grant award period.

11. Project Income

Any funds generated as a direct result of DCJS grant-funded projects are deemed project income. Project income must be reported to DCJS. Examples of project income include supervision fees; 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); and interest accrued from any of these fees. Project income should be reported by completing the Financial Report in OGMS.

12. Required Reports

Grant recipients must submit Quarterly Status Reports and Financial Reports (claims) through the DCJS On-line Grants Management System (OGMS). The grantee 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 comply in a timely manner may result in DCJS withholding disbursement of grant funds and/or termination of the grant. Progress reports are required even if no grant related activities have occurred during the reporting period. Financial Reports are required even if no expenditures have incurred during the reporting period unless all the grant funds have been reimbursed and the expenditures are reported.

The grantee will submit data and reports required by DCJS with the Quarterly Status report. These reports will include program evaluations, program audits, or other reports related to the agency's operations.

The grantee agrees to collect and maintain data that measures the performance and effectiveness of the work under this award.

The grantee agrees to cooperate with any assessments, local/state/national research or evaluation efforts, or information or data collection requests. This includes, but is not limited to, any information required for the assessment or evaluation of any activities within the project.

13. Delegation of Responsibility

The grantee understands that it is the responsibility of the applicant, the Project Administrator (County Administrator or City Manager), to oversee the management of the award. 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, including reviewing and approving the local Standard Operating Procedures (SOPs). A letter of delegation must be submitted for each new grant award annually.

14. Procurement

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:

<https://dgs.virginia.gov/procurement/policy-consulting--review/policy/> Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner 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 prior to purchase.

15. Change in Personnel

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 the form included at the end of the Agency Directory available on the DCJS website at:

<https://www.dcjs.virginia.gov/sites/dcjs.virginia.gov/files/publications/corrections/ccca-psa-program-directory.pdf> to the agency grant monitor and uploading in OGMS as soon as possible.

16. Nondiscrimination under State Grants and Programs

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, disability, or status as a veteran under any program or activity receiving state financial assistance or under any program or activity conducted by or on behalf of any state agency.

The formal grant awards that DCJS enters into with all recipients require compliance with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the grant money and the activities financed with the grant money.

17. Consultants

Employees, full or part-time, under WPGP shall not serve in any paid consultant capacity for the program by which they are employed.

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day exclusive of travel or subsistence. A detailed justification must be submitted in writing and approved by DCJS prior to obligation or expenditure of such funds.

18. Continuation of Funding

The grantee understands that the grant may be eligible for continuation dependent upon available state funds in subsequent years, the performance of the project in meeting its targets, goals and objectives, and the recipient's compliance with the grant requirements and conditions.

19. Program Guidelines

The grantee agrees to comply with the applicable Grant Program Guidelines and Attachments, available here: <https://www.dcjs.virginia.gov/grants/programs/fy-2024-witness-protection-grant-program-funding>

20. Restrictions

The WPGP allows for participation in criminal justice and other public proceedings arising from violent crime. Allowable costs may include the following: (list may not be all-inclusive)

- Safety Planning (if not already supported by another grant or funding source)
- Interpreting for deaf or hard of hearing, or with limited English proficiency
- Security/Surveillance • Emergency food; (not to exceed state per diem rates)
- Emergency clothing
- Body-worn cameras, body armor, “burner” cell phones specifically used for witnesses
- Window and/or lock replacement or repair, and other repairs necessary to ensure a witness's safety
- Emergency legal assistance, such as for filing for restraining or protective orders, and obtaining emergency custody orders and visitation rights
- Out-patient therapy/counseling
- Witness Transportation (in-state, local bus/mass-transit fare, truck rental to transport witness belongings)
- Transportation of witness to receive services and to participate in criminal justice proceedings
- Temporary storage rental for personal possessions
- Childcare and respite care to enable a witness who is a caregiver to attend activities related to criminal justice proceedings
- Shelter and/or rental or modification of protected housing facilities/temporary relocation expenses

The following services or activities are unallowable (this list may not be all-inclusive):

- Crime Prevention Programs and other activities intended to educate the community on the prevention of crime and to raise the public's consciousness regarding crime
- Indirect Costs
- Vehicles purchased or leased
- Professional dues, subscriptions, and memberships
- Lobbying or advocacy activities with respect to legislation or for administrative changes to regulations or administrative policy, whether conducted directly or indirectly
- Fundraising—any activities related to fundraising including grant writing
- Capital expenses/improvements; property losses and expenses (except windows & locks), real estate purchases; mortgage payments; and construction
- DNA testing of evidentiary materials, uploading DNA profiles to a database, and entry of records into state repositories
- Medical care, except as otherwise allowed by other provisions of this funding opportunity

circuit and district courts and Commonwealth's Attorneys pursuant to § 19.2-305.1 of the Code of Virginia.

21. Personnel Cost

Grant funds may only be used for the support of personnel costs and related benefits for individuals while the individual is employed under the grant project. Charging grants for salaries, benefits, or other related costs after an individual is no longer part of the grant program is not allowed.

22. 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 August 31, 2024. 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.

Other encumbrances may be added to the OGMS at any time during the grant period to address operations. These must also be met prior to continued disbursement of funds and require the same actions as noted above if they are not met by the deadline provided.

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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. 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 30 days after the end of each calendar quarter. Claim reports are due even if no expenditures occurred during the quarter unless all the grant funds have been reimbursed and the expenditures are reported. WPGP State General funded grantees are required to submit their 4th quarter financial report & reimbursement (claim) before 5/15/2025. WPGP grantees are required to submit a 5th and Final financial report & reimbursement (claim) to reconcile the budget before 7/30/2025. 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 Joseph Thompson at (804) 225-2782 or via email at Joseph.thompson@dcjs.virginia.gov.
- **PROGRESS (Status) REPORTS** for most grant programs are due within 30 days after the end of each calendar quarter and must be approved by your DCJS Grant Monitor. Please note that the claims will not be processed until the quarterly status report is submitted.
- **BUDGET (Contract) AMENDMENTS** may be submitted for consideration through OGMS. Please refer to #10. Contract Amendment. 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 grantee has up to 30 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. WPGP grantees are required to submit the 4th and Final Progress Report to closeout the grant by 07/30/2025. Unclaimed funds will have the potential to be reappropriated by DCJS, 60 days from the end of the award period. Closeout questions should be directed to Joseph Thompson at (804) 225-2782 or via email at Joseph.thompson@dcjs.virginia.gov.

Financial & Programmatic Reporting Projected Due Dates

Calendar Quarter Ending Date	Financial Reports & Reimbursement Claims Due Dates	Progress (Status) Reports Due Dates
6/30/2024	7/30/2024	7/30/2024
9/30/2024	10/30/2024	10/30/2024
12/31/2024	1/30/2025	1/30/2025
3/31/2025	4/30/2025	4/30/2025
6/30/2025	5/15/2025	7/30/2025
Final	7/30/2025	