WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES	STANDARD CONDITIONS AND ASSURANCES

All correspondence to DJCS, which is required and/or occurs as a result or action of any of the following Special Conditions and Assurances, or as a result of the administration of any DJCS grant program, should be mailed to the following address:

West Virginia Division of Justice & Community Services
1204 Kanawha Boulevard, East
Charleston, West Virginia 25301

1. LAWS OF WEST VIRGINIA:

This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by DJCS, regardless of the original funding source. This grant is on a "**REIMBURSEMENT ONLY**" mechanism.

2. LEGAL AUTHORITY:

The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. RELATIONSHIP:

The relationship of the grantee to DJCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind DJCS for any obligation or expense without the express prior written approval from DJCS.

4. COMMENCEMENT WITHIN 60 DAYS:

This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by letter to DJCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

5. OPERATIONAL WITHIN 90 DAYS:

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to DJCS explaining the delay in implementation. Upon receipt of the 90-day letter, DJCS may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

6. WRITTEN APPROVAL OF CHANGES:

The grantee must obtain prior written approval from DJCS for all project changes (programmatic, fiscal or otherwise).

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7. CIVIL RIGHTS COMPLIANCE:

Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § § 12131-34); the Education Amendments of 1972 (20 U.S.C. § § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § § 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations-OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations-Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt.38 (U.S. Department of Justice Regulations-Equal Treatment for Faith-Based Organizations).

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the West Virginia Division of Justice and Community Services.

8. PRESS RELEASE:

Pursuant to the Stevens Amendment, any release of information pertaining to this grant must include the following information:

1. grant amount;
2. State involvement (name of state entity responsible for administering the grant); and,
3. Federal involvement if applicable (name of federal entity responsible for administering the grant).

9. LOBBYING:

Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in OMB circular A-122, and/or relevant State laws.

10. ACCESS TO RECORDS:

DJCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.

11. CONFLICT OF INTEREST:

No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family.

12. POLITICAL ACTIVITY:

The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.)

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES	STANDARD CONDITIONS AND ASSURANCES

13. RELEASE OF INFORMATION:

All records, papers and other documents kept by recipients of grant funds are required to be made available to DJCS. These records and other documents submitted to DJCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code.

DJCS recognizes that some information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement, personnel or juvenile sensitive or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, **all** determinations concerning the release of information of this nature are made on a case-by-case basis by DJCS, and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult DJCS regarding concerns or questions about the release of potentially sensitive information under state and local laws.

14. NATIONAL AND STATE EVALUATION EFFORTS:

The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

15. OBLIGATION OF PROJECT FUNDS:

Funds may not, without prior written approval from DJCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.

16. USE OF FUNDS:

Funds awarded through DJCS may be expended **ONLY** for the purposes and activities specifically covered by the grantee's approved project description and budget. By attaching their signature, the grantee recognizes that **any** deviations from the original grant budget are unallowable.

17. ALLOWABLE AND UNALLOWABLE COSTS:

Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards.

18. PEER REVIEW SUB GRANTEE EVALUATION PROCESS:

The applicant agrees to discharge if necessary - at the request of DJCS - knowledgeable, competent personnel (preferably a Project Director) to participate in a contemplated "peer review" process/advisory council. The purpose of this process would be to assist DJCS in making grant funding recommendations and furthered policy development regarding individual grant programs throughout the State. This would be no more than 2-3 days per annum.

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES	STANDARD CONDITIONS AND ASSURANCES

19. NON-SUPPLANTING:

Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.

20. MATCHING CONTRIBUTION:

The grantee will have available, and will expend as needed, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by the West Virginia Division of Justice & Community Services. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines established by the West Virginia Division of Justice & Community Services for this program. All grantees must maintain records that clearly show the source, the amount and the timing of all matching contributions. Please be reminded that if match is not "required" by the grant program for which you are making application, but committed and indicated on the budget pages of this application, then this special condition shall be affected.

21. PROJECT INCOME:

All income earned by the grantee as a result of the conduct of this project, must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established by DJCS as are established for granted funds. All grantees must maintain records that clearly show the source, the amount and the timing of all project income. There is no waiver provision for the project income requirement.

22. CONSULTANT FEES:

Approval of this grant does not indicate an approval of consultant rates in excess of $450 per day. Specific and detailed justification must be submitted to, and approved by DJCS prior to obligation or expenditure of such funds.

23. SUSPENSION OF FUNDING:

DJCS may suspend, in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- Failure to submit reports;
- Filing a false certification in this application or in another report or document; or,
- Other cause shown.

24. SANCTIONS FOR NONCOMPLIANCE:

In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, DJCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the grantee until the grantee complies;
- Cancellation, termination or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received.

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES	STANDARD CONDITIONS AND ASSURANCES

25. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES

The grantee shall submit one copy of all reports and proposed publications resulting from this agreement to DJCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements:

"This document [product] was prepared under a grant from the West Virginia Division of Justice & Community Services (or simply "DJCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia or the Division of Justice & Community Services."

"This project supported by Grant No._____awarded by the West Virginia Division of Justice & Community Services and the U.S. Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also included the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position of policies of the United State Department of Justice."

26. PROPERTY ACCOUNTABILITY:

The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by DJCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from DJCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to DJCS. Property must be used for the intended grant purposes, if not being used in accordance with terms of the grant property will revert back to DJCS.

27. CRIMINAL PENALTIES:

Whoever embezzles or endeavors to embezzle, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than $10,000 or imprisoned not more than five years, or both.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act shall be subject to prosecution under the provisions of Section 1011 of Title 18, United States Code. Any law enforcement and criminal justice program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to the Act, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 871 of Title 18, United States Code.

28. REPORTS:

Each grantee shall submit such reports as DJCS shall deem reasonably necessary to the execution of monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.

29. PURCHASING:

When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or other agency.

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES	STANDARD CONDITIONS AND ASSURANCES

30. COLLABORATION W/OTHER FED. AND STATE GRANTS:

Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment and any other resources deemed necessary by DJCS.

31. INFORMATION SYSTEMS:

With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

a. That all computer programs (software produced under this grant) will be made available to DJCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.

b. To provide a complete copy of the computer programs and documentation, upon requests, to DJCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

c. That whenever possible all application programs will be written in standardized programming languages (i.e. Cobol, Fortran, C, C++, XML, etc.) or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.

d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916/392-2550) should be contacted to determine availability of software prior to any development effort.

32. INCIDENT BASED REPORTING COMPLIANCY:

Grant applicants (cities & county commissions) will not be considered for funding if the applicant is not current with submitting Incident Based Reporting (IBR) information to the West Virginia State Police (if applicable). Grantees must remain current with submitting IBR information to the West Virginia State Police or grant funding will be withheld until such time as that grantee becomes IBR compliant.

33. TIME EXTENSIONS:

In general, time extensions for this program will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated.

34. USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:

Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

35. LIMITED ENGLISH PROFICIENCY:

Grantee must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. For more information on the civil rights responsibilities that grantees have in providing language services to limited English proficiency individuals, please see the website www.lep.gov.

36. COMPUTER EQUIPMENT:

Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. The following are **minimum** hardware requirements, as well as software requirements, established by DJCS for this grant program, which must be recognized when purchasing computer equipment, in whole or in part, utilizing grant funds:

Minimum Hardware Requirements:

- Intel Pentium III 733 MHz Processor; 133MHz front side bus
- 512K L2 Cache
- 128 MB SDRAM 100 MHz expandable to at least 384 MB
- 10 Gig. EIDE Ultra ATA 7200RPM Hard Drive
- 3.5" 1.44 MB Floppy Diskette Drive
- 48X Max Internal CD-ROM drive or 8X DVD-ROM drive
- 3 PCI, 1 16-bit ISA slot, 1 PCI/ISA (shared), 1 AGP slot
- ATI 8 MB AGP 2X Rage Pro Video Card
- 1 Parallel, 2 Serial, 2 USB
- 101/104-Key Keyboard (PS/2)
- PS/2 Port Compatible Mouse

Recommended Hardware Components:

- Mid-tower case
- 16-Bit 3D Sound Blaster Compatible w/ 64 voice wavetable and speakers (**may** be integrated)
- 3Com 10/100 PCI Ethernet Network Card
- APC UPS Backup power protection (adequate size to handle power load)
- Iomega Internal Zip Disk Drive

Software Requirements:

Whenever possible, software should operate within open industry standards. For example, Windows 2000 Operating System, Microsoft Office 2000 Professional, etc.

Warranty Requirements:
3 Year on-site warranty

37. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:

Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES	STANDARD CONDITIONS AND ASSURANCES

38. PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:

I.) Federal Office of Management and Budget (OMB) Circular A-133 sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending **Federal** awards. If applicable, this grant shall adhere to the audit requirements set forth in OMB Circular A-133 at the time of award.

As of 10/1/04, the requirements set forth by OMB Circular A-133 are as follows: Non-Federal entities that expend $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

II.) OMB Circular A-110 sets forth standards for obtaining consistency and uniformity for the audit of institutions of higher education, hospitals, and other non-profit organizations expending Federal awards. This grant shall adhere to the audit requirements set forth in OMB Circular A-110.

As if 10/1/04, the requirements set forth by OMB Circular A-110 are as follows: Recipients and sub recipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133.

III.) If an audit must be conducted pursuant to OMB Circular A-133 and A-110, a copy of the audit shall be submitted to DJCS as well as to the Federal clearinghouse.

As of 10/1/04, the Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

39. PROGRAM ACCOUNTABILITY – STATE AUDIT REQUIREMENTS:

I.) Sub grantee assures that it has read, understands, and is in full compliance with all requirements as set forth in §12-4-14., Code of West Virginia, or as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with §12-4-14. Sub grantee further understands that if it is currently debarred or is not in compliance with §12-4-14., it is ineligible to receive funding from the West Virginia Division of Justice Community Services.

40. CONFIDENTIALITY OF RESEARCH INFORMATION:

Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).

41. LEASE AGREEMENTS:

Grantee agrees to provide DJCS with a description of proposals to use grant funds to enter into lease arrangements with private entities for the purpose of fulfilling the goals and objectives of this project.

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES	STANDARD CONDITIONS AND ASSURANCES

42. EQUAL EMPLOYMENT OPPORTUNITY PLAN:

The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the West Virginia Division of Justice and Community Services, if it has received a single award of $500,000 or more. If the grantee receives $25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public grantee agencies receiving less than $25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, the grantee will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at: http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf:

43. VETERANS PREFERENCE:

This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. DJCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

44. IMMIGRATION AND NATURALIZATION VERIFICATION:

The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.

45. PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:

It is the sense of DJCS that to the greatest extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.

46. PERSONNEL TRAINING:

For projects involving payment of personnel or overtime pay, DJCS reserves the right to require training as a condition of the grant before or at any time during the project period.

47. ACCOUNTING REQUIREMENTS:

Grantee agrees to record all project funds and costs following generally accepted accounting procedures. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material, must be retained and be available for audit purposes.

48. OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:

Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the OJP Financial Guide.

49. TRANSFER OF FUNDS PROHIBITION:

The grantee is expressly prohibited from transferring funds between any DJCS programs.

50. MARKING OF EQUIPMENT:

Grantee will ensure that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the West Virginia Division of Justice & Community Services."

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES	STANDARD CONDITIONS AND ASSURANCES

51. PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:

Grantee acknowledges that DJCS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support.

Grantee agrees to consult with DJCS re the allocation of any patent rights that arise from, or are purchased with, this funding.

52. CENTRAL CONTRACTOR REGISTRATION:

Grantee agrees to register with the Central Contractor Registration (CCR), www.ccr.gov and provide documentation to DJCS within 30 days of award notification that they have done so.

53. DATA UNIVERSAL NUMBERING SYSTEM:

Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to DJCS within 30 days of award notification that they have done so.

54. JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:

Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.

- Deinstitutionalization of status offenders (DSO).
- Separation of juveniles from adults in institutions (separation).
- Removal of juveniles from adult jails and lockups (jail removal).
- Reduction of disproportionate minority contact (DMC), where it exists.

This includes, but is not limited to, completing the annual the WV Certification of Non-Secure Facilities and submitting to DJCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

55. BIDDING PROCEDURES:

Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to $100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES	STANDARD CONDITIONS AND ASSURANCES

56. COMPLIANCE WITH FEDERAL PROCEDURES:

The applicant assures that it will comply with the provisions of 28 Code of Federal Regulation (CFR) applicable to grants and cooperative agreements, including:

a. Part 11, Applicability of Office of Management and Budget Circulars.
b. Part 18, Administrative Review Procedures.
c. Part 20, Criminal Justice Information Systems.
d. Part 22, Confidentiality of Identifiable Research and Statistical Information.
e. Part 23, Criminal Intelligence Systems Operating Policies.
f. Part 30, Intergovernmental Review of Department of Justice Programs and Activities
g. Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures

57. ADDITIONAL REGULATIONS AND PROCEDURES:

In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines.

a. National Environmental Policy Act of 1969 (NEPA).
b. National Historic Preservation Act of 1966.
c. Flood Disaster Protection Act of 1973.
d. Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
e. Control Act Amendments of 1972.
f. Safe Drinking Water Act.
g. Endangered Species Act of 1973.
h. Wild and Scenic Rivers Act.
i. Fish and Wildlife Coordination Act.
j. Historical and Archaeological Data Preservation.
k. Coastal Zone Management Act of 1979.
l. Animal Welfare Act of 1970.
m. Impoundment Control Act of 1974.
n. Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
o. Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
p. Death in Custody Act of 2000.

58. RELIGIOUS ACTIVITIES

Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.

WEST VIRGINIA DIVISION OF JUSTICE AND COMMUNITY SERVICES Juvenile Justice and Delinquency Prevention – Title II Program	SPECIAL CONDITIONS AND ASSURANCES

59. GRANT FILE:

Each grantee must maintain a grant file containing all grant-related documents, such as the grant agreement, monthly financial reports, monthly progress reports, and any grant-related correspondence. In some situations, the project site maybe at a different location than the official grantee. Therefore, an official grant file should be maintained by both the official grantee and the project site. These records are to be available at any time for review by DJCS.

60. CLIENT FILES:

Each grantee must maintain client files for all youth served to document services provided and the level of improvement and achievements for each youth, whether it be academic, mental, emotional, etc. Therefore, the grantee must maintain service plans, pre-tests, and records of routine evaluation performed in relation to each youth as well as periodic overall program evaluations. These records are to be available at any time for review by DJCS.

61. INTERAGENCY AGREEMENTS:

Where applicable, grantee must develop a formal referral protocol and interagency agreements; copies of interagency agreements and referral protocols are to be submitted with the application.

62. TRAININGS / WORKSHOP ATTENDANCE:

Grantee representatives (project director, JJDP-funded staff positions, and/or Planning and Evaluation Team members) will be required to attend training workshops deemed critical by DJCS.

63. REPORTING OF IRREGULARITIES:

Grantees are responsible for reporting promptly to DJCS the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of the grant or other remedial action.

64. PROJECT CHANGES:

The grantee must obtain written approval from DJCS for major project changes. These include, but are not limited to: (1) changes in project activities and services, (2) changes in job qualifications for any Juvenile Justice Delinquency Prevention (JJDP) grant-funded position, (3) any adjustment to budget line items within the approved budget, and (4) changes in project period.

65. ADMINISTRATIVE CHANGES:

The grantee must advise DJCS immediately in writing if there are any changes in the: (1) Project Director, (2) Fiscal Officer, (3) Authorized Official, or (4) JJDP Grant-funded staff position(s). Please also submit to DJCS a new membership list if there are any changes in the members of a governing board, such as County Commission or City Council, or changes in members of the Planning and Evaluation Team.

66. Planning and Evaluation Team:

The grantee is required to form a three to five member interagency Planning and Evaluation Team that will meet at least every other month to review the status of grant objectives, to develop strategies for resolving any problems or barriers, and to perform quarterly evaluations. This Planning and Evaluation Team will submit to DJCS: (1) minutes of committee meeting with the monthly grant progress reports and (2) written quarterly project evaluations.

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67. **GRANTEE REPORTING:**

The grantee shall submit, at such times and in such form as may be prescribed, such reports as DJCS may reasonably require, including but not limited to:

a. Monthly Progress Reports
b. Monthly Financial Reports
c. Performance Measurement Reports
d. P&E Quarterly Reports
e. Year End Final Report

68. **Monthly Progress Reports**

The grantee is required to submit month progress reports by the 20th day of each month to DJCS which are to include

- A summary of activities for the month on a weekly basis which should be prepared by JJDP-funded staff. The project director should also submit a monthly summary report reflecting the status of the project
- A monthly calendar outlining event, meetings, etc.
- Attendance Records – these records should be maintained for any youth participating in the project: identifying the activity, the youth in attendance (reflecting first name only or an identification number), the age of youth, and the date the youth attended.
- Demographic Report – this report reflects the number of youth served as well as age levels, etc.
- Copies of minutes from the grantee Planning and Evaluation Team.

69. **Travel/ Training**

Any grantee receiving JJDP Grant funding for training must submit in writing to DJCS a training plan, and must also request in writing any adjustments to a training plan. Any JJDP grant-funded staff position who attends a training workshop or conference must submit a written narrative identifying the training, its purpose, what specific workshops were attended, and the useful information obtained that will assist in implementing the JJDP grant project. **All trainings must be approved in advance by DJCS** by submitting a written request identifying the staff person who will be attending, the name of the conference and purpose, and attaching a brochure outlining the costs and the agenda.

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70. **Prevention Resource Officers:**

In order to be eligible for JJDP Title II grant funds, Prevention Resource Officers (PRO) must obtain 8 hours of training in addition to the annual PRO conference.

71. **ELECTRONIC SURVEILLANCE:**

Under 18 USC 2512, transactions involving devices "primarily useful for the purpose of the surreptitious interception of wire or oral communication," advertisement thereof, and advertising which promotes the use of any devices for such purposes are prohibited, unless, in the case of the state officer, his/her conduct with regard to such a device falls within "the normal course of activities of..... (the)....." 18 (USC 2512 (2) (b)). Normally, officers of a state that has no enabling statute under 18 USC 2516 (2) would have no occasion to use, possess, or otherwise deal with devices within the scope of 18 USC 2512 (1). Without such legislation only consensual use is permitted. No grants relating to such devices and their use will be authorized in states that do not have enabling legislation, unless special justification, as explained below, is furnished. Accordingly, all applications that list the acquisition of equipment, with either federal or matching funds, may be utilized for electronic surveillance purposes in a state that does not have an enabling legislation, must include, as part of the budget narrative for such equipment, the following information: To avail itself, to the maximum extent possible, with computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916/392-2550) should be contacted to determine availability of software prior to any development effort.

a. A complete description of each item or equipment to be obtained.
b. The legal citations and justification for the purchase and intended use of each item of equipment.
c. A statement of how each item of equipment will be used.
d. A description of the controls to be established over access to, the use of, and ultimate disposal of such equipment.

Each application must contain the following statement signed by the Project Director: "(Applicant) agrees not to purchase or use in the course of this project any electronic, mechanical, or other device for surveillance purposes in violation of 18 USA 2511 and any applicable state statute related to wiretapping and surveillance."

I hereby acknowledge that I have read, understand, and will comply with the standard and special conditions:

_____
Printed/Typed Authorized Official Name

_____ _____
SIGNATURE of Authorized Official **DATE**