

Office of Justice Programs (OJP)
Recovery Act Byrne Memorial Justice Assistance Grants (JAG)
Program Guidelines

The Office of Justice Programs will require each grantee to abide by the following program specific guidelines in addition to the general grantee requirements contained in the Terms and Conditions for state and local grantees:

Financial Requirements:

- 1) The grantee's eligible expenditures under this grant contract must be incurred by the grantee by the expiration date of the grant agreement. The grantee will report on all expenditures, interest earned, and interest expended pertaining to this grant contract in WEGO. Final expenditure report must be received no later than 30 days after the Expiration date of this grant contract.
- 2) The grantee shall submit a written budget revision request via WEGO before any expenditure may be made based on the revised budget. Submission of a budget revision is necessary if a) a line item will deviate by \$200 or 10%, whichever is higher, from the approved budget, or b) a new line item that was not part of the approved budget will be created.
- 3) The grantee shall have until 30 days after the expiration date of the grant agreement to liquidate all unpaid obligations related to the program which were incurred on or before the last day of the grant period and to submit a report of all funds received and disbursed. If a report is not submitted within this time period, expenses claimed on the report may be disallowed and OJP may request a refund of those funds from the grantee if the funding was advanced to the grantee.
- 4) The grantee shall retain all financial records for a minimum of six (6) years after the date of submission of the final financial status report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the grantee and OJP, whichever is later.

Reporting Requirements:

- 1) Grant Manual: The grantee shall report to the OJP as specified in the Office of Justice Programs' Grant Manual.
- 2) Financial Reporting: The grantee shall submit a financial reporting form to OJP using the Web-Enabled Grant Operations System (WEGO) at least quarterly utilizing within 20 days after the end of the reporting period.
- 3) Progress Reporting: The grantee shall use WEGO to submit a quarterly narrative of the progress achieved towards the accomplishment of the goals and objectives and within 5 days after the end of each reporting period.
- 4) Statistical Reporting: The grantee shall also submit a Quarterly Statistical Report of services provided in WEGO and within 5 days after the end of each quarter.
- 5) Requirement Changes: OJP may modify or change all reporting forms at their discretion during the grant period.
- 6) Additional Requirements: The grantee shall submit such other reports and attend meetings and training as OJP shall reasonably request.

Other Provisions:

- 1) Evaluation: OJP shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of the grantee.
- 2) Special Requirements: OJP reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the grantee's successful implementation of the program. OJP will notify the Grantee in writing of any special administrative requirements.
- 3) Transparency: All grant reports may be posted on public websites including www.federalreporting.gov

American Recovery and Reinvestment Act of 2009 Provisions:

Payments under this grant contract will be made from federal funds obtained by the State through 42 USC 3751(a), CFDA number 16.803. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any special conditions imposed by the Grantee's failure to comply with federal requirements.

- 1) Financial Guide: The grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide.
- 2) Civil Rights: The grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the grantee is in compliance.
- 3) Audits: The grantee agrees to comply with the Single Audit Amendments of 1996 and Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. An explanation of the Federal Audit Requirements can be found at http://www.ojp.state.mn.us/Grants/grant_agreement_documents/federal_audit_reqs.pdf and is included in the Terms and Conditions and incorporated and made a part of this grant contract.
- 4) Use of Federal Funds: The grantee understands and agrees that it cannot use any federal 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, without the express prior written approval of OJP.
- 5) Conflict with Other Standard Terms and Conditions: The grantee understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Grantees are responsible for contacting their grant managers for any needed clarifications.
- 6) National Environmental Policy Act (NEPA): The grantee agrees to comply with NEPA, the National Historic Preservation Act, and other related federal

environmental impact analyses requirements. Accordingly, the grantee agrees to contact OJP if grant activities include the following:

- (a) New construction;
- (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- (c) A renovation, lease, or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size;
- (d) Implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and
- (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.

7) Duplication of Networks: To avoid duplicating existing networks or IT systems in any initiatives funded by the Recovery Act, Criminal justice information sharing systems which involve interstate connectivity between jurisdictions, shall employ, to the extent possible, existing networks as the communication backbone.

8) JAG data collection: The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program.

9) 28 C.F.R. Part 23: The grantee agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

10) Faith Based Organizations: The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations". Department of Justice grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

11) Information Technology: If grant funds are used for an information technology project, the grantee agrees to notify the State Information Technology Point of Contact. This notification is intended to facilitate communication among local and

state governmental entities regarding various information technology projects being conducted with Recovery Act grant funds. State Information Technology Points of Contact: <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

12) Non-Supplant: The grantee agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for criminal justice system activities.

13) Access to Records; Interviews: The grantee understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subcontractor. The grantee also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the grantee or subcontractors regarding transactions related to this Recovery Act award.

14) One-time funding: The grantee understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DOJ funding.

15) Separate Tracking and Reporting of Recovery Act Funds and Outcomes: The grantee agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.) Accordingly, the accounting systems of the grantee and all subcontractors must ensure that funds from this Recovery Act award are not commingled with funds from any other source. The grantee further agrees that all personnel (including subcontractor personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

16) Reporting and Registration Requirements: Section 1512 of the Recovery Act requires grantees to maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

17) Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct: The grantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (a) submitted a false claim for Recovery Act funds under the False Claims Act; or (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail: Office of the Inspector General

U.S. Department of Justice
Investigations Division

950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

18) Protecting State and Local Government and Contractor Whistleblowers: The grantee recognizes that the Recovery Act, section 1553, provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds.

19) Limit on Funds: The grantee agrees with the Recovery Act, section 1604, that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

20) Infrastructure Investment: The grantee agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits.

21) Buy American: The grantee understands that this award is subject to the provisions of section 1605 of the Recovery Act requires all of the iron, steel, and manufactured goods used in the project are produced in the United States. For purposes of OJP grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims' shelters, police facilities, or other similar projects will likely trigger this provision.

22) Wage Rate Requirements: The grantee understands that Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

23) Misuse of award funds: The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

24) Additional Recovery Act Requirements and Guidance: The grantee agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.

25) Certification of Investment Infrastructure: The grantee certifies that it does intend to use some portion of this award for infrastructure investment projects until (a)

section 1511 of the Recovery Act has been satisfied for each such infrastructure project, including the requirement that an adequate project-specific certification has been executed (by the Governor, mayor, or other chief executive as appropriate), and (b) all applicable requirements under the National Environmental Protection Act and other relevant federal environmental and preservation laws have been satisfied.

Agreement to Acknowledge the Program Guidelines are Incorporated Into the Grant Agreement:

By submitting this application, I/we [name of Applicant Organization Representative] as an authorized Representative for [Applicant Organization's Name] the Applicant, acknowledge that I have read the Program Guidelines in their entirety as stated within the Application materials and acknowledge that the Program Guidelines will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if the Applicant is awarded funds under this Application, I will submit the required documents and certification on behalf of the Applicant Organization.