



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker
Director

July 1, 2016

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 386-8732

Mr. Mark Schwartz
County Manager
Arlington County
2100 Clarendon Blvd., Ste. 302
Arlington, VA 22201-5406

Title: Community Corrections

Dear Mr. Schwartz:

I am pleased to advise you that grant number **17-U6359CC17** for the above-referenced grant program has been approved for a total of \$417,379.00 in General Funds.

Enclosed you will find a Statement of Grant Award and a Statement of Grant Award Special Conditions. To indicate your acceptance of the award and conditions, please sign the award acceptance and return it to Janice Waddy, Grants Administrator, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as some require action on your part before we will disburse grant funds.

Also, enclosed are the Post Award Instructions and Reporting Requirements. Please refer to and read this information carefully as it contains details on processing financial and progress reports, as well as requesting awarded funds. ***Remember all financial and progress reports, budget amendment requests and request for funds must be processed through our online Grants Management Information System (GMIS).***

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please contact Kenneth Rose at (804) 225-4329 or by email at kenneth.rose@dcjs.virginia.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Francine C. Ecker".

Francine C. Ecker
Director

Enclosures

cc: Mr. Winston A. Marcus, Director, Community Corrections
Ms. Mary Beth Chambers, Acting Director of Mgmt & Finance
Mr. Kenneth Rose, DCJS Monitor

Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Statement of Grant Award/Acceptance

Subgrantee: Arlington County

Date: July 01, 2016

Grant Period:

Grant Number:

From: 07/01/2016

Through: 06/30/2017

17-U6359CC17

Project Director	Project Administrator	Finance Officer
Mr. Winston A. Marcus Director, Community Corrections Arlington County 1400 North Uhle Street, Ste 102 Arlington, VA 22201-2910 Phone: (703) 228-0126 Email: wmarcu@arlingtonva.us	Mr. Mark Schwartz County Manager Arlington County 2100 Clarendon Blvd., Ste. 302 Arlington, VA 22201-5406 Phone: (703) 228-3917 Email: Mschwartz@arlingtonva.us	Ms. Mary Beth Chambers Acting Director of Mgmt & Finance Arlington County 2100 Clarendon Blvd., Sute 501 Arlington, VA 22201-5445 Phone: (703) 228-3427 Email: mchambers@arlingtonva.us

Grant Award Budget

Budget Categories	DCJS Funds			Local	TOTALS
	Federal	General	Special		
Travel	\$0	\$6,472	\$0	\$0	\$6,472
Supplies/Other	\$0	\$8,758	\$0	\$0	\$8,758
Personnel	\$0	\$390,663	\$0	\$0	\$390,663
Indirect Cost	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$6,776	\$0	\$0	\$6,776
Consultant	\$0	\$4,710	\$0	\$0	\$4,710
Totals	\$0	\$417,379	\$0	\$0	\$417,379

This grant is subject to all rules, regulations, and criteria included in the grant guidelines and the special conditions attached thereto.



Francine C. Ecker, Director

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this 15th day of July, 2016

Signature: Mark A. Schwartz
 Title: COUNTY MANAGER

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

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

For the Comprehensive Community Corrections Act and Pretrial Services Act Grant Program

Grantee: Arlington County

Grant Number: 17-U6359CC17

Title: Community Corrections

Date: July 1, 2016

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 90 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 90 days after the end of the grant liquidation period.
3. The grantee agrees to submit, by the specified deadlines, quarterly financial and bi-annual 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.

Statement of Grant Award Special Conditions (Continued)

Grant No: 17-U6359CC17

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 (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. No budget amendments for FY17 will be allowed after April 30, 2017.**
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 CCA 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.

Statement of Grant Award Special Conditions (Continued)

Grant No: 17-U6359CC17

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 on the 12th working day following the close of each quarter. Reports are required even if no expenditures have occurred.
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:
 - a) By August 1, 2016, please revise and resubmit the FY2017 project description for pretrial services and local probation to include description of the MOST/OST scores of offenders placed on local probation, VPRAI scores and bond types for placements as provided by DCJS.
 - b) By August 1, 2016, please revise and resubmit the FY2017 itemized and narrative budget to include \$1,740 in EBP training funds and label accordingly per the grant guidelines.
 - c) By August 1, 2016, please sign and return the attached MOU for PTCC to: Virginia Department of Criminal Justice Services, Attn: Janice Waddy, 1100 Bank Street, 12th Floor, Richmond, VA 23219.

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (MOU) is to document the understanding and delineation of responsibilities for Arlington County and the Department of Criminal Justice Services (DCJS) to support and ensure the proper development, administration and maintenance of the Pretrial and Community Corrections case management system (PTCC). The use of the PTCC system is a requirement for receiving state grant funds for the operations of the local Comprehensive Community Corrections Act (CCCA) and Pretrial Services Act (PSA) agencies as mandated by the *Code of Virginia*. This MOU covers the following:

- Procurement, licensing and ownership of hardware and software
- Maintenance and administration of hardware and software
- Security and access allowances and restrictions
- Support roles and responsibilities
- Database backups

Each party will fund and be responsible for the cost of complying with their responsibilities under this MOU.

SCOPE OF SERVICES

Arlington County understands and acknowledges its responsibilities as follows:

1. Comply with all terms, conditions and assurances of the state grant awarded under the Comprehensive Community Corrections Act (CCCA) and Pretrial Services Act (PSA).
2. Provide and house the server that will store the DCJS licensed instance of the Microsoft Structured Query Language (SQL) Server software application and all required Local Area Network (LAN) and Wide Area Network (WAN) connectivity.
3. Administer and maintain the server excluding the DCJS licensed instance of the SQL Server and associated SQL software application.
4. Allow the DCJS PTCC helpdesk and developer to maintain server administrator accounts with 24/7 access.
5. Resolve all end user issues not related to PTCC and DCJS licensed instance of the SQL Server or associated SQL software applications.
6. Provide network connectivity for DCJS and local probation and pretrial staff to the SQL Server instance, the desktop via Remote Desktop Protocol (RDP), network shares related to PTCC and their related ports.
7. Ensure that the folder containing the daily backup files of the SQL Server databases is included in the normal local backup process with the other PTCC related contents of the server; backing up the PTCC databases and related content is solely the responsibility of Arlington County. Notify the PTCC helpdesk of any missing or failed DCJS generated SQL Server database backups within 24 hours of discovery of failed backup.
8. Support and assist the local probation and pretrial services agency with server side support needs affecting DCJS' ability to access and manage PTCC or SQL when requested by the DCJS PTCC helpdesk excluding the DCJS licensed instance of SQL Server and associated SQL software applications.

MEMORANDUM OF UNDERSTANDING

9. Provide a minimum of one month notice for any physical moves or hardware or network changes that impact the PTCC case management system or server.
10. Provide and maintain up-to-date and effective anti-virus, secure erasure, compression, and firewall software/hardware.
11. Provide and maintain up-to-date network security for the server which allows users and DCJS to access the server in the manner stated within this document.
12. Provide all computer equipment, software, and local networking and ensure compatibility with PTCC.
13. Provide the mandatory secure, 24/7 site-to-site Virtual Private Network (VPN) tunnel between local server and the DCJS offsite central servers through protocol and method as established by DCJS which includes the use of our Adaptive Security Appliance (ASA) and a local VPN router. This requires an always-on peer-to-peer connection between our central servers and the local server without additional applications or logins.
14. Enable DCJS to provide upgrades and enhancements that have been tested by DCJS and do not require additional testing to the SQL Server and PTCC case management system within a reasonable timeframe once DCJS notifies the local probation and pretrial services agency Director of any such upgrades or enhancements. For the purpose of this MOU, upgrades are changes that involve interaction and/or require some action or labor in the locality by the end user *and* requires DCJS to log on; enhancements are changes to existing reports/processes or new reports/processes that do not require any action by the locality and DCJS *may or may not* need to log on.
15. Ensure that the local parties responsible for complying with the stated obligations be notified via email or letter.
16. Permit DCJS to verify compliance with the terms of this MOU as a condition of grant funding. If Arlington County is out of compliance with the terms of this MOU, DCJS will notify the local probation and pretrial services agency Directors and request a plan of action to comply. If Arlington County does not take appropriate corrective action once notified of violations of the terms of this MOU, this noncompliance may result in freezing or termination of state grant funding.

The DCJS understands and acknowledges its responsibilities as follows:

1. Function as the party solely responsible for the development, administration, maintenance, management, access and support of the PTCC case management system, DCJS licensed instance of the SQL Server and associated SQL software applications.
2. Conduct scheduled backups of the SQL Server database and resolve all known failures to any DCJS generated backups as soon as practicable after notification by Arlington County of failed backups.
3. Inform the local probation and pretrial services agency Directors of planned outages and upgrades to SQL Server and PTCC case management system.

MEMORANDUM OF UNDERSTANDING

4. Restrict accounts and access to SQL Server and related databases under the same license to DCJS personnel.
5. Permit access to defendant or offender records only where permissible by law.
6. Assist the Administrator and Fiscal Agent's technology support staff in the implementation of its duties where permissible by law.
7. Purchase SQL Server license and make proof of licensure available upon request in order to satisfy local compliance.
8. Cooperate with other technology service providers in the provision of services at the request of the Administrator and Fiscal Agent.
9. If Arlington County is out of compliance with the terms of this MOU, DCJS will notify the local agency probation and pretrial services Directors and request a plan of action to comply. If Arlington County does not take appropriate corrective action once notified of violations of the terms of this MOU, this noncompliance may result in freezing or termination of state grant funding.

PERIOD OF AGREEMENT

This MOU represents the understandings reached by DCJS and the locality and is effective upon the signature of both parties. This MOU automatically renews every two years as long as Arlington County receives state funds for the operation of local probation and pretrial under the Comprehensive Community Corrections Act (CCCA) and Pretrial Services Act (PSA) of the Code of Virginia unless DCJS or Arlington County notifies, in writing, a need to modify terms of the MOU. Both parties must agree upon any modifications. This MOU is not intended, and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

This MOU shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the MOU shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

SIGNATURES OF PARTIES



County Administrator

Date: 3/15/16



DCJS Director

Date: 4/15/16



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services NOTICE

Francine C. Ecker
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 386-8732

To: Grants Project Administrator

From: Janice Waddy, DCJS Grants Administrator

Re: Post Award Instructions and Reporting Requirements
PLEASE READ VERY CAREFULLY

GRANT AWARD AND SPECIAL CONDITIONS:

Please review your Award and Special Conditions very carefully. *Pay attention to the last Special Condition listed. This Special Condition may require additional documentation from you before grant funds can be released.* Sign and date the grant award acceptance and submit any Special Condition documentation to:

Grants Administration
Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

REPORTING REQUIREMENTS

By accepting the accompanying grant award, you are agreeing to submit online quarterly progress and financial 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 thirty (30) days overdue.** For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports and progress reports are due no later than the close of business on the 12th working day after the end of the quarter. Reports are required even if no expenditures have occurred during the quarter. **Requests for Funds will not be honored from grant recipients who do not fulfill this reporting obligation.** A schedule of due dates is also attached for your reference.

☐ **PROGRESS REPORTS**

Refer to our website: <http://www.dcjs.virginia.gov/> for submitting progress reports through our online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Grant Statement of Award/Acceptance. You are required to use the online system to submit your progress reports. **Paper copies of Progress Reports are no longer accepted.**

☐ **FINANCIAL REPORTS**

Refer to our website for submitting financial reports through our online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Grant Statement of Award/Acceptance. The address is: <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>. **Paper copies of the financial reports are no longer accepted. You are required to use the online system in reporting your expenditures.**

☐ **REQUESTING GRANT FUNDS**

Refer to our website for requesting funds through our online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Grant Statement of Award/Acceptance. *Please note that you can access this system using the same password assigned for the online financial reporting system. The address is: <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>. **You are required to use the online system for requesting funds.**

☐ **BUDGET AMENDMENTS**

Budgets can be amended in most DCJS grant programs with prior approval. Please review your special conditions carefully to determine the requirements and procedures for amending budgets. Refer to our website for amending budgets through our online Grants Management Information System (GMIS). *Please note again that you can access this system using the same password assigned for the online financial reporting system. The address is <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>. **Paper copies of the Budget Amendments are no longer accepted. You are required to use the online system for submitting Budget Amendments.**

If you have any questions, please contact Beverly Johnson at (804) 786-9055 or by e-mail at beverly.johnson@dcjs.virginia.gov.

**PROJECTED DUE DATES
FINANCIAL & PROGRESS REPORTS**

*Reports are due by the 12th working day following the close of the quarter covered in the report.
Please note all financial reports are required quarterly, even if no expenditures have occurred.*

<i>QUARTER ENDING</i>	<i>DUE DATE</i>
9/30/2016	10/19/2016
12/31/2016	1/20/2017
3/31/2017	4/18/2017
6/30/2017	7/19/2017
9/30/2017	10/18/2017
12/31/2017	1/19/2018

STATE OF TEXAS
COUNTY OF []

Know all men by these presents, that [] of the County of [] State of Texas, for and in consideration of the sum of [] Dollars, to [] in hand paid by [], the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said [] of the County of [] State of Texas, all that certain []

Acres, more or less, situated in the []

of the []

of the []

of the []

of the []

of the []

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of the []