

**COMMONWEALTH OF MASSACHUSETTS
VICTIM AND WITNESS ASSISTANCE BOARD
VOCA GRANT**

GENERAL SUBGRANT CONDITIONS

The subgrantee understands and agrees that a subgrant shall be subject to and shall incorporate the following conditions of the Victims of Crime Act (VOCA) of 1984, as amended, and the Victim and Witness Assistance Board's VOCA Policies and Procedures. The subgrantee shall include provisions to effectuate the purposes of these conditions in all contracts of employment, consultant agreements and contracts issued under an approved application.

- 1. CERTIFICATIONS PERTAINING TO ELIGIBILITY FOR FUNDING.** The subgrantee agrees to certify and document that the subgrantee is a public agency, or a nonprofit organization with 501(c)(3) status and that it provides services to crime victims; that the subgrantee will comply with all applicable policies of the Board, VOCA, and the Office of Justice Programs (OJP); that the subgrantee will utilize funds granted by the Board only to provide services to victims of crime; that the subgrantee will promote public and private efforts to aid crime victims; and that the subgrantee will assist victims in seeking available crime victim compensation benefits.
- 2. COMPLIANCE WITH PROGRAMMATIC REQUIREMENTS.** The subgrantee agrees to address all issues raised in the review of the subgrant application process, the VOCA Policies and Procedures, and all requirements of the federal program guidelines under which the subgrant is funded.
- 3. COMPLIANCE WITH SUBGRANT CONDITIONS.** Subgrants may be terminated or payments suspended by the Board in the event that it finds a failure to comply with the general conditions of the grant award, rules and regulations promulgated by the Board and OJP, or any plan or application submitted to the Board.
- 4. COMPLIANCE WITH SPECIAL CONDITIONS.** The subgrantee agrees to comply with the special conditions of the grant award and service contract. The subgrantee further agrees to abide by special conditions imposed by the Victim and Witness Assistance Board during the grant cycle due to programmatic and /or fiscal deficiencies. Subgrants may be terminated or payments suspended by the Board in the event the Board finds a failure to comply with the special conditions of the grant award or with the special conditions imposed due to programmatic and /or fiscal deficiencies.
- 5. USE OF FUNDS FOR PURPOSES OF THE PROJECT.** Funds awarded under this subgrant will be used only for the project set forth in the Contract, Narrative and program Timetable, or in any amendment hereto filed with approval by the Board.
- 6. NON-SUPPLANTATION.** Funds awarded pursuant to this application will be used to supplement and not supplant state or local funds otherwise available for crime victim assistance programs, and, whenever possible, will be used to increase the commitment of such state or local funds.
- 7. SUBMISSION OF AN APPROVED FUNDING REQUEST.** No funds will be made available to a project until approved budgets are on file with MOVA.
- 8. FUNDS FORECAST.** Funds will be made available monthly or quarterly to the subgrantee on the basis of the approved subgrantee budget and the chosen invoicing protocol. Payment may be adjusted to correct overpayment or underpayment and dis-allowances resulting from an audit.

9. **BUDGET REVISION.** Subgrantees may make budget revisions throughout the year, involving a cumulative total of up to ten percent of the total project budget; however, they must obtain prior approval from their VOCA Program representative. All budget revisions must be submitted to the VOCA Program representative in writing via e-mail, fax, or mail.
10. **THIRTY-DAY START UP.** Unless the project is initiated and funds have begun to be meaningfully expended with thirty (30) days of the projected start date, the Board reserves the right to terminate the subgrant, in which case the subgrantee may be asked to return any funds received forthwith to the Board.
11. **OBLIGATION AND EXPENDITURE OF FUNDS.** No funds may be obligated after the end of the project period and all obligated funds must be expended within ninety (30) days after the end of the project period.
12. **FINANCIAL ACCOUNTING.** The subgrantee agrees to account for its federal grant funds, make quarterly financial reports on prescribed forms and meet reasonable fiscal and administrative requirements. The subgrantee further agrees to establish fiscal control and fund accounting procedures which meet minimum requirements of the MOVA VOCA Policies and Procedures, Federal VOCA Grant Program Guidelines, the Office of Justice Programs regulations, as indicated in the [US DOJ Office of Justice Programs | Financial Guide](#), effective edition, and federal Office of Management and Budget Circulars, along with all other requirements, referenced therein, which assure proper disbursement of, and accounting for grant funds. Accounting procedures should be established and those procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Subgrantees who are not a state or local agency for which disbursements are processed by an independent governmental agency are required to maintain a separate cost center for each grant. Except where inconsistent with federal requirements, state procedures and practices may be applied to funds disbursed by state agencies and local procedures and practices may be applied to funds disbursed by such units.
13. **CASH FLOW.** The subgrantee agrees to certify that it has at least two month's cash flow to support a VOCA grant program, along with current operations. If the subgrantee has entered into a negative fund balance situation, it will not be considered for contracting or re-contracting.
14. **FINANCIAL STATUS REPORT.** The subgrantee agrees to make all financial reports available to the Board in order to meet reasonable monitoring and evaluation requirements. Quarterly financial reports must be submitted within ten (10) days after the closing of the quarter. Failure to comply with this condition may result in the withholding of subgrant funds until the delinquent report is received.

Subgrantees are required to file their final financial report sixty (60) days after completion of the project period and are further required to return to the Board all unexpended funds within 30 days after filing the final report. It is the responsibility of the subgrantees to return all unexpended funds after completion of a grant. Failure to comply with this condition will result in the withholding of funds from active subgrants until the final report and all unexpended funds are received. If the subgrantee has no active VOCA contract, the Board will initiate legal action to recover the unexpended funds.

15. **INSPECTION, AUDIT, AND ACCESS TO RECORDS.** The subgrantee agrees to provide for an audit of its activities, in accordance with the federal Office of Management and Budget (OMB) Circulars A-128 and A-110. The subgrantee agrees to conduct these audits annually. Accounts and records of all sub-grantees that disburse or utilize grant funds must be accessible to authorized officials for the purpose of audit of the contractor's records pertaining to the use of subgrant funds. All required records shall be maintained for seven (7) years after the end of the subgrant period, or if

an audit has not been resolved at the end of the seven (7) years, the records shall be retained until the resolution of the audit finding.

The subgrantee authorizes MOVA, the Office for Victims of Crime, and the Office of the Chief Financial Officer access to and the right to examine all records, books, papers or documents related to the VOCA grant.

An organization submitting a certified audit shall be considered, for pre-qualification purposes, to be in sound financial condition if the auditor has rendered an unqualified opinion. If measures are being taken to address deficiencies and/or deficits, an explanation of such deficiencies and/or deficits must accompany the certified audit, including a projected date for the achievement of sound financial condition. This statement must be signed by the organization's authorized signatory. If a satisfactory statement of remedial measures is not submitted as required, the applicant's proposal will be automatically rejected.

The subgrantee agrees to submit annually audited financial statements to the Board. These are to be submitted within 9 months of the close of its most recently completed fiscal year. In the case of new organizations with no financial history, a financial forecast, financial projection, and/or a financial feasibility study, conducted and prepared by a Certified Public Accountant in accordance with AICPA accounting standards, must be submitted prior to the award of the contract.

- 16. CERTIFICATION OF TAX FILINGS.** The subgrantee agrees to certify that it has filed all state and federal tax returns and paid all state and federal taxes required under law. The subgrantee agrees to submit to the Board a copy of the most recent Form PC filed with the Massachusetts Attorney General's Division of Public Charities, with IRS Form 990 attached.
- 17. HIRING APPROVAL.** When a hiring decision is made, the resume of the individual hired must be submitted to MOVA within ten (10) business days. Qualifications for positions and hiring procedures must conform to those described in the project application and any amendments. A copy of every employment contract, paid for by federal VOCA funds, must be filed with the Board.
- 18. NOTIFICATION OF CHANGE OF EVENTS.** The subgrantee agrees to promptly notify MOVA and the Board in writing of events or proposed changes which: increase or decrease the total cost of the project; changes in or temporary absence of the project staff; transfer of the project; project or agency name changes; any potential for a merger with another agency; and items needing prior approval. Notification of budget revisions is subject to conditions stated in #9 above.
- 19. DISCRIMINATION PROHIBITED.** The subgrantee agrees to certify that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity receiving funds from the Victim and Witness Assistance Board on the basis of race, color, religion, national origin, sex, handicap, veteran status, sexual orientation or age. The subgrantee shall also certify the designation of an employee who will have lead responsibility for ensuring sub-grantee's compliance with civil rights regulations.

The subgrantee agrees to forward a copy of any findings of discrimination to the VWA Board and the Office of Civil Rights Compliance of the Office for Justice Programs.
- 20. FAITH-BASED ORGANIZATIONS.** DOJ's regulation, the Equal Treatment Regulation 28 C.F.R. part 38, requires faith-based organizations to be treated the same as any other applicant or recipient. Faith-based organizations are prohibited from using DOJ financial assistance to fund inherently religious activities. Faith-based agencies must certify that they will not discriminate in the provision of service based on a beneficiary's religion nor will any beneficiary be compelled to participate in

religious activity. Refer to [Office of Justice Programs: Equal Treatment for Faith-Based Organizations](#) for more information.

21. PROVIDING SERVICES TO LIMITED ENGLISH PROFICIENCY (LEP) INDIVIDUALS

In accordance with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subgrantees must agree to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. Refer to <http://www.lep.gov> for more information.

22. INFORMATION COLLECTED AND STATISTICAL REPORTING. The subgrantee agrees to certify that it will collect and maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, and that such information will be provided to the Board in accordance with reporting requirements set forth in the quarterly statistical performance report; and permit reasonable access to its books, documents, papers, and records to determine whether the subrecipient is complying with applicable civil rights laws. This requirement is waived when providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

23. CONFIDENTIALITY OF RESEARCH OR STATISTICAL INFORMATION. Pursuant to Section 1407(d) of the Victims of Crime Act, as amended, the subgrantee agrees to certify that identifiable research and statistical information gathered by the subgrantee pursuant to its application will be kept confidential and that no such identifiable information shall be transferred to any person(s) other than OJP, the Board, or project staff, without prior written approval of the client, except those cases mandated by law where criminal activity is alleged.

24. APPLICATION OF SUBGRANT CONDITIONS TO CONSULTANTS. Whenever the subgrantee chooses to implement the proposed project by contracting with an independent consultant for any part of this award, the subgrantee shall include in writing the provisions of this document (including those pertaining to civil rights) in the contract with the consultant.

Such consultants shall not, in any way, contravene or contradict Board, VOCA, or OJP policies, rules, regulations or guidelines reference herein. A signed copy of the contract with any consultants shall be forwarded to the Board for its file, ten (10) business days prior to effectuation.

25. DEBARMENT. Subgrantee agrees to certify that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If the subgrantee is unable to certify such, they must attach an explanation to the certification.

26. LOBBYING. The subgrantee 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 the VWA Board and OJP.

27. DRUG-FREE WORKPLACE. The subgrantee agrees to certify that it will provide a drug-free workplace. This includes publishing statements notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the subgrantee's workplace, and specifying the action that will be taken against employees for violation of such prohibition. The certification form outlines all other obligations under this requirement.

28. CERTIFICATION FORM. The subgrantee agrees that, unless exempt, it will certify that it will prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEO). The certification form outlines those agencies required to abide by this

regulation. Exempt agencies must also submit the certification form, documenting their exemption.

29. FUNDING SOURCE STATEMENT. When issuing statements, press releases, and outreach material describing a VOCA project or program funded in whole or in part with federal money, the subgrantee agrees to use the following funding language on all such materials: “This program was (partially) supported by MOVA through the 1984 VOCA grant from the Office for Victims of Crime, Office of Justice Programs, and the U.S. Department of Justice.”

30. CRIMINAL PENALTIES.

A. Whoever knowingly and willfully misapplies, steals, or obtains by fraud or endeavors to embezzle any funds, assets, or property which are the subject of a subgrant or contract or other form of assistance pursuant to the Victim of Crime Act of 1984, as amended, or in any records required to be maintained pursuant to the Act shall be subject to prosecution.

B. Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle any funds, assets, or property which are the subject of a subgrant or contract or other form of assistance pursuant to the Victim of Crime Act of 1984, as amended, or whoever receives, conceals or retains such funds, assets, or property with intent to covert such funds, assets, or property to his/her use or gain, knowing that such funds, assets or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to prosecution.

31. FRAUD, WASTE, AND ABUSE. The subgrantee must report any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Report potential fraud, waste, abuse, or misconduct to MOVA by contacting:

Director of Grants Management & Program Resources
1 Ashburton Place, Room 1101
Boston, MA 02108
617-727-5200

Or, you may report to the U.S. Department of Justice, Office of the Inspector General (OIG):

By Mail:
Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, NW. Room 4706
Washington, DC 20530

By e-mail or telephone:
Office of the Chief Financial Officer (OCFO) Customer Service Branch (CSB) at ask.ocfo@usdoj.gov
Office of the Inspector General (OIG) Fraud Hotline at oig.hotline@usdoj.gov or 1-800-869-4499.
Hotline fax: (202) 616-9881

32. ENVIRONMENTAL LAW COMPLIANCE. The subgrantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrantee agrees to assist MOVA and OJP in carrying out its responsibilities under NEPA and related laws, if the subgrantee plans to use VOCA funds to undertake any activity that triggers these requirements. The subgrantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

- 33. SAFE DRIVING PROTOCOL.** The subgrantee agrees to work toward adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach for staff to decrease crashes caused by distracted drivers.
- 34. CCR AND DUNS.** The subgrantee agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and to provide a Data Universal Numbering System (DUNS) number. The subgrantee must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrantee review and update the information at least annually after the initial registration, and more frequently if required by changes in information or another award term. No subgrantee will receive a VOCA award until it has provided its DUNS number to MOVA. To learn how to obtain CCR registration, go to <http://www.ccr.gov> . To obtain a nine digit DUNS number that will uniquely identify your business call 866-705-5711 or go to <http://fedgov.dnb.com/webform>

Signature, Program Director

Authorized Signature

Name (please print or type)

Name (please print or type)

Title

Title

Date

Date