

**MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
(DEPARTMENT)
CRIME VICTIM SERVICES COMMISSION (CVSC)
VICTIMS OF CRIME ACT (VOCA)
CRIME VICTIM ASSISTANCE GRANT
CERTIFIED ASSURANCES
FY 2017-2018**

The Grantee **assures and certifies** to the Department and the Crime Victim Services Commission (CVSC) that the Victims of Crime Act (VOCA) Crime Victim Assistance Grant Certified Assurances have been read and reviewed and that the program will comply with all provisions of the Victims of Crime Act of 1984, all amendments or updates to this act, the VOCA Crime Victim Assistance grant program rules 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program, state program requirements, and all applicable federal and state laws, regulations, and guidance including the Department of Justice (DOJ) Grants Financial Guide (effective edition).

1. The Grantee assures and certifies that it will comply with the applicable provisions of the **Victims of Crime Act** (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C.10603(a)(2) and (b)(1) and (2) (and the applicable VOCA Crime Victim Assistance Grant Program Rules 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program) and the requirements of the current edition of the DOJ Grants Financial Guide, as required. It will comply with all applicable general administrative requirements such as Title 2 C.F.R. Part 200 covering cost principles, grant/agreement principles, and audits in carrying out the terms of this agreement. The focus of the program is to provide Victims of Crime Act of 1984 (VOCA) funds to enhance crime victim services in Michigan. These funds are awarded to local community-based non-profit and public agencies that provide direct services to crime victims to comply with conditions of the federal Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the VOCA Rules 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.111-94.122). Funds will be awarded only to eligible victim assistance organizations, 42 U.S.C. 10603(a)(2). Funds under this Agreement will not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2). Funds will be allocated in accordance with VOCA Rules 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, and at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the CVSC. The purpose of this grant is to expand and enhance local services available to crime victims. The safety, rights, dignity, and healthy recovery of victims of crime are the dominant focus of this effort.

Specifically the Grantee certifies and assures that:

- a. The Grantee understands the designation as a sub-recipient grantee under this sub-award Agreement.
- b. The Grantee assures and certifies that it is an **eligible** victim assistance organization, 42 U.S.C. 10603(b)(1) and 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subparts 94.111-94.115.
- c. The Grantee assures and certifies that it is a **public or non-profit organization**, or a combination of such agencies, and that it provides services to victims of crime 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.112.
- d. The Grantee, if a governmental agency, assures and certifies that it will not use VOCA Crime Victim Assistance grant funds to **supplant** State and local public funds that would otherwise be available for crime victim assistance, 42 U.S. C. 10603(a)(2)(C) 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program.
- e. The Grantee assures and certifies that it will use VOCA Crime Victim Assistance grant funds in accordance with **VOCA Crime Victim Assistance grant program rules** 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94 implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to assist victims in the following categories: sexual assault, child abuse, domestic violence and underserved victims of violence crime as identified by the CVSC.
- f. The Grantee assures and certifies that VOCA Crime Victim Assistance grant funds shall be used only to provide **direct services free of charge** to victims of crime as required in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.117(a). The purpose of the VOCA Crime Victim Assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or the availability of insurance or other third-party payment resources. Grantee must provide services to crime victims, at no charge, through the VOCA Crime Victim Assistance grant funded project. No income eligibility standards will be imposed on individuals receiving assistance or services supported with VOCA Crime Victim Assistance grant funds. The Grantee is prohibited from charging a crime victim or third party payor for any services supported with VOCA Crime Victim Assistance grant funds. [*This section, supercede directions in the General Provisions, Section 1.B. entitled Fees.]

- g. The Grantee assures and certifies that it will inform victims of the availability of and help victims apply for **Crime Victim Compensation** benefits as required in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.113.
- h. The Grantee assures and certifies that it will provide services to **victims of federal crimes** on the same basis as victims of state/local crimes as required in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.116.
- i. The Grantee assures and certifies that it will contribute the amount of **matching funds from non-federal funds** as required in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.118. The Grantee assures that VOCA Crime Victim Assistance grant matching funds will not be used as match on another grant award. The Grantee assures that the match provided is restricted to the same uses as VOCA Crime Victim Assistance grant funds and that proper documentation will be maintained and made available to CVSC within 72 hours of request to support charges to the VOCA Crime Victim Assistance grant and used as match for the grant.
- j. The Grantee assures and certifies that it can demonstrate a **record of providing effective services** to crime victims as required in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.112(b)1. This includes having community support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources. A new program that has not yet demonstrated a record of providing service must show that 25-50% of their financial support comes from non-federal sources.
- k. The Grantee assures and certifies that it will promote **coordinated public and private efforts** to aid crime victims within the community as required in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.113.
- l. The Grantee assures and certifies that it will incorporate the **use of volunteers** as required in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.113 unless the CVSC makes a written determination there is a compelling reason to waive this requirement as allowed in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.113(b). A compelling reason may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.

- m. The Grantee assures and certifies that if volunteer services are used as VOCA Crime Victim Assistance grant match that **unpaid volunteer services** provided to the Grantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the Grantee's organization. If the Grantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for FICA fringe benefits may be included in the valuation. The Grantee agrees to maintain documentation to support this valuation.
- n. The Grantee assures and certifies that if using unpaid volunteers as VOCA grant match that the volunteer value reported to CVSC will be from **allowable direct service activities** and support this valuation as required in as required in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.119.
- o. The Grantee certifies and assures that **no unallowable volunteer time** will be counted toward VOCA grant match as required in as required in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.122. Examples of unallowable activities include offender services, fundraising (including operations of a resale shop), general office administration, Board membership (Board duties and attendance at board meetings), general public relations, prevention activities, maintenance, and lobbying. Time of on-call crisis intervention volunteers may be utilized as match. On-call crisis intervention volunteers are defined as unpaid volunteers who provide crisis intervention and first response at scene or the crime, hospital or emergency room, or answer crisis calls.
- p. The Grantee assures that **paid agency employees will not perform their job duties as volunteers** unless the CVSC makes a written determination there is a compelling reason to waive this requirement.. The Grantee further assures that the following practices may not be considered "volunteer" time, including unpaid overtime, on-call duties or un-reimbursed staff expenses, especially if these duties are explicitly stated in the employee's job description.
- q. The Grantee assures and certifies it will **maintain proper documentation** for all paid grant and match staff and volunteer time reported by using the VOCA Employee Funding Distribution Time Report and Volunteer Match Distribution Time Report.
- r. The Grantee assures and certifies that it will maintain **confidentiality** of client-counselor information as required by state and federal law and in compliance with 28 CFR 94.115.

- s. The Grantee assures and certifies that it **does not discriminate against** victims because they disagree with the way the State is prosecuting the criminal case.
 - t. The Grantee assures and certifies that direct services will be provided to crime victims **regardless of the victim's participation** in the criminal justice system as required in as required in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.116.
 - u. The Grantee assures and certifies that if the Grantee is a federally recognized American Indian Tribe, or a project operating on tribal lands that Tribes are **exempt from match** requirements under 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.118(b)1.
 - v. The Grantee assures and certifies that victim eligibility for direct services is not dependent on the victim's **immigration status** as required in 28 CFR Part 94, Subpart B - VOCA Victim Assistance Program subpart 94.116.
 - w. The Grantee assures and certifies that the Grantee is **not suspended or barred** from receiving Federal funds and has searched the Excluded Parties List System (EPLS) www.sam.gov.
 - x. The Grantee assures and certifies that the Grantee does not require internal confidentiality agreements or statements from employees or contractors that **prohibit or otherwise restrict** employees or contractors from reporting waste, fraud, or abuse.
2. The Grantee assures and certifies compliance with the confidentiality requirements of **Non-disclosure of confidential or private information** as required in VOCA 28 CFR § 94.115.
 3. The Grantee assures and certifies that it will disclose in writing any **potential conflict of interest** to the CVSC in accordance with applicable Federal awarding agency policy as required in 2 C.F.R. Part 200, Subpart E § 200.112
 4. The Grantee or applicant for a Federal award must disclose, in a timely manner, in writing to the CVSC all **violations of Federal criminal law** involving fraud, bribery, or gratuity violations potentially affecting the Federal award as required in 2 C.F.R. Part 200, Subpart E § 200.113.

5. The Grantee assures and certifies that failure to make **required disclosures** can result in any of the remedies described in 2 C.F.R. Part 200, Subpart E § 200.338. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321).
6. The Grantee assures and certifies that it will comply with **Protection of Human Subjects Act**, 45 CFR, Part 46 and DOJ regulations 28 CFR Part 46.
7. The Grantee assures and certifies that it will collect and maintain **demographic information** on race, sex, national origin, age and disability of recipients of assistance, where such information is voluntarily furnished by those receiving assistance under the VOCA Crime Victim Assistance grant. Collection of this information is for statistical purposes only. This information is protected by federal privacy laws and state confidentiality requirements.
8. The Grantee assures and certifies **annual participation in CVSC training** on applicable federal civil rights laws and nondiscrimination provisions of DOJ implementing regulations. The Grantee assures and certifies that it will have procedures in place for responding to **discrimination complaints** that employees and clients, customers, and program participants file directly with the Grantee. The Grantee further assures and certifies that they will promptly provide notice to the CVSC of any complaints of discrimination made against the Grantee.
9. The Grantee assures and certifies that 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, sex, age, or disability against a recipient of VOCA Crime Victim Assistance formula funds under this award, the Grantee will provide immediate notice to CVSC and promptly forward a copy of the findings to the U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) and the CVSC.

10. The Grantee will comply, and all its sub-contractors will comply, with any applicable **civil rights requirements** contained in the nondiscrimination statutes and regulations listed below which prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs and activities, not only in respect to employment practices but also in the delivery of services or benefits and will comply with requirements prohibiting funded programs or activities from discriminating on the basis of age in the delivery of services or benefits; The Omnibus Crime Control and Safe Streets Act of 1968 ([42 U.S.C. § 3789d\(c\)](#) and [28 C.F.R. §42.201 et seq.](#)) as amended, which prohibits discrimination on the basis of race, color, national origin, religion, or sex, in funded programs or activities; Section 1407 of the Victims of Crime Act (VOCA) of 1984 ([42 U.S.C. § 10604\(e\)](#), which prohibits discrimination on the basis of race, color, national origin, religion, sex, or disability in VOCA funded programs or activities); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)) and VAWA, Pub. L. No. 113-4, sec.3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. §5672(b) and Title VI of the Civil Rights Act of 1964 ([42 U.S.C. § 2000d](#) and [28 C.F.R. §42.101 et seq.](#)), which prohibits discrimination on the basis of race, color or national origin in funded programs or activities; Section 504 of the Rehabilitation Act ([29 U.S.C. § 794](#) and [28 C.F.R. § 42.501 et seq.](#)); which prohibits discrimination on the basis of disability in funded programs or activities; Title II of the Americans with Disabilities Act of 1990, as it relates to discrimination on the basis of disability in funded programs or activities. ([42 U.S.C. §§ 12131-34](#) and [28 C.F.R. Pt. 35](#)); Title IX of the Education Amendments of 1972, as it relates to discrimination on the basis of sex in funded training or educational programs. ([20 U.S.C. § 1681, 1683, 1685-86](#)) and [28 C.F.R. pt 54](#)); the Age Discrimination Act of 1975 as it relates to services discrimination on the basis of age in funded programs or activities. ([42 U.S.C. § 6101-6107](#)) and [28 C.F.R. § 42.700 et seq.](#)); 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); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); and arrest (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations or grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.
11. The Grantee assures and certifies that it acknowledges that failure to submit an acceptable **Equal Opportunity Plan** (if Grantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the U.S. Department of Justice, Office of Justice Programs Office for Civil Rights (OCR), 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.

12. The Grantee assures and certifies that in accordance with **federal civil rights laws**, that it will not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws.
13. The Grantee assures and certifies that award funds may not be used to **discriminate** against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The Grantee assures and certifies compliance with applicable Federal statutes, regulations, policies, guidelines, and requirements including 2 CFR Part 200, Subpart F; Ex. Order 12372.
15. The Grantee will determine whether it is required to formulate an Equal Opportunity Program (EEOP), in accordance with 28 C.F.R.pt. 42, subpart. E. If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, and Office for Civil Rights (OCR), and the Crime Victim Services Commission (CVSC) indicating it is not required to develop an EEOP. If the applicant is required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the CVSC certifying that it has an EEOP on file, which meets the applicable requirements. If the applicant receives a grant of \$500,000 or more subject to the Omnibus Crime Control and Safe Streets Act of 1966, and has fifty or more employees, it will also submit a copy of its EEOP Utilization Report as well as the certification form to the OCR and the CVSC. For grantee agencies receiving less than \$25,000, or grantee agencies with fewer than 50 employees, regardless of the amount of the award, no EEOP Utilization Report is required. Please note, all grantee agencies must complete the EEOP Certification Form declaring their compliance with the applicable portion of the EEOP regulations. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but they are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form should also be submitted to the CVSC. The Grantee assures and certifies that it will use the current version of the OCR's EEOP Certification form, which is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>. Information about the EEOP obligations of grantees can be found at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

16. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of **Limited English Proficiency (LEP)**. To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Grantee must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. The Grantee should consider the need for language assistance services for LEP persons served or encountered in developing budgets and conducting programs and activities. Additional assistance and information regarding recipients' LEP obligations to provide language assistance services can be found at www.lep.gov.
17. The Grantee assures and certifies that it will comply with the applicable requirements of the 28 C.F.R. Part 38, the Department of Justice (DOJ) regulation governing "Equal Treatment for Faith Based Organizations" (the "**Equal Treatment Regulation**"). The Equal Treatment Regulation provides in part that the DOJ grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grantees of direct grants may still engage in inherently religion activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the Grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of beneficiary's religion.
18. The Grantee assures and certifies that it will comply with the provisions of the Safe Streets Act, it must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 CFR pt. 42, subpt E) and (2) submitting to the OCR findings of discrimination (see 28 CFR 42.204(c), .205(c)(5)).
19. The Grantee assures and certifies that it will establish procedures to ensure **Confidentiality of Research Information**. Except as otherwise provided by Federal law, no recipient of monies under VOCA shall use or reveal any research or statistical information furnished under this program by any person, and identifiable to any specific private person, for any purpose other than the purpose for which such information was obtained, in accordance with VOCA Crime Victim Assistance grant. Such information, and any copy 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, legislative, or administrative proceeding. (See Section 1407(d) of VOCA, codified at 42 U.S.C. 10604.)

20. This provision is intended, among other things, to assure the **confidentiality of information** provided by crime victims to counselors working for victim services programs receiving VOCA Crime Victim Assistance grant funds. Whatever the scope of application given this provision, it is clear that there is nothing in VOCA or its legislative history to indicate that Congress intended to override or repeal, in effect, a State's existing law governing the disclosure of information, which is supportive of VOCA's fundamental goal of helping crime victims. For example, this provision would not act to override or repeal, in effect, a State's existing law pertaining to the mandatory reporting of suspected child abuse. See *Pennhurst State School and Hospital v. Halderman, et al.*, 451 U.S. 1(1981). Furthermore, this confidentiality provision should not be interpreted to thwart the legitimate informational needs of public agencies. For example, this provision does not prohibit a domestic violence shelter from acknowledging, in response to an inquiry by a law enforcement agency conducting a missing person investigation, that the person is safe in the shelter. Similarly, this provision does not prohibit access to a victim service project by a Federal or State agency seeking to determine whether Federal and State funds are being utilized in accordance with funding agreements.
21. The Grantee assures and certifies that if they fail to comply with Federal statutes, regulations or the terms and conditions of a Federal award, that the CVSC may impose additional conditions, or **remedies for noncompliance**, as described in §200.207 Specific conditions. If CVSC determines that noncompliance cannot be remedied by imposing additional conditions, the Grantee understands that CVSC may take one or more of the following actions, as appropriate in the circumstances: (a) temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the CVSC. (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance. (c) wholly or partly suspend or terminate the Federal award. (d) recommend that the Department of Justice initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations. (e) withhold further Federal awards for the project or program. (f) take other remedies that may be legally available pursuant to 2 C.F.R. Part 200, Subpart E § 200.338.

22. The Grantee assures and certifies that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements are certified by electronic signature of an official who is authorized to legally bind the Grantee, to the following: “By submitting this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to **criminal, civil or administrative penalties for fraud, false statements, false claims** or otherwise as required in 2 C.F.R. Part 200, Subpart E § 200.415 (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801-3812.”
23. The Grantee assures and certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational **conflict of interest**, or personal gain.
24. The Grantee assures and certifies that it has the **legal authority** to apply for federal financial assistance and the institutional, managerial, financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
25. The Grantee assures and certifies that it will comply with the **Drug-Free Workplace Act** of 1988, implemented at 28 CFR Part 67, subpart F, for programs, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.
26. The Grantee assures and certifies that it will not 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 written approval of the Office of Justice Programs (OJP), in order to avoid violation of 18 U.S.C. §1913. The Grantee will comply with any restrictions outlined in 28 CFR Part 69 regarding **New Restrictions on Lobbying**.
27. The Grantee assures and certifies that it will encourage adoption and enforcement of on-the-job **seat belt policies** and programs for its employees, contractors, and sub-Grantees when operating agency-owned, rented, or personally owned vehicles pursuant to 23 USC 402 and 403, and 29 USC 668.

28. Pursuant to Executive Order 13513 “Federal Leadership on **Reducing Text Messaging While Driving**,” 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages VOCA Crime Victim Assistance grantees to adopt and enforce policies banning employees from texting messaging while driving any vehicle during the course of performing work funded by the grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
29. The Grantee, if a governmental entity, assures and certifies that it will comply with the requirements of the **Uniform Relocation Assistance and Real Property Acquisitions Act of 1970** (42 U.S.C. § 4601 et. Seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
30. The Grantee assures and certifies that it will comply with any additional requirements that may be imposed during the grant performance period if any agency determines that the Grantee is a **high-risk grantee**. Cf. 28 C.F.R. pts 66, 70.
31. The Grantee assures and certifies that it will not use federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (**ACORN**) or its subsidiaries, without the express written approval of OJP.
32. The Grantee assures and certifies that it will **comply with all Federal laws and regulations** applicable to Federal assistance programs and with any applicable provisions of 28 CFR Part 66 entitled Uniform Administrative Requirements for Grants and Cooperative Agreements.
33. The Grantee assures and certifies that it and all its contractors will assure compliance with all federal and state **employment laws** and regulations, policies and guidance.
34. The Grantee assures and certifies that it will comply with the **National Environmental Policy Act** (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including National Historic Preservation Act, if applicable). It will assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds to undertake any activity that triggers these requirements such as renovation or construction. (See 28 C.F.R. Part 61, App. D) The Grantee 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 Agreement.

35. The Grantee assures and certifies that it will comply with applicable requirements regarding registration with the **System for Award Management (SAM)** (or with a successor government-wide system officially designated by OMB and OJP). The Grantee also agrees to comply with applicable restrictions on sub-awards to first-tier sub-contractors that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of Grantee obligations are posted on Office of Justice Programs website <http://www.ojp.gov/funding/sam.htm>. As a condition of this award registration with the System for Award Management and Universal Identifier Requirements are incorporated by reference here.
36. The Grantee assures and certifies that it will use appropriate **accounting, auditing, and monitoring** procedures so that records are maintained to ensure fiscal control, proper management, and efficient distribution of the VOCA Crime Victim Assistance grant and match funds in accordance with the most current edition of the 2015 DOJ Grants Financial Guide created by the Office of Chief Financial Officer (OCFO) at the DOJ.
37. The Grantee assures and certifies that it will use fund accounting which is an accounting system that can identify and account for the funds received from each separate federal VOCA grant and that VOCA Grant funds are **not comingled** with other funds received.
38. The Grantee assures and certifies that it will comply with any additional requirements that may be imposed by CVSC during the period of performance for this award, if the recipient is designated as “high risk” for purposes of the CVSC Monitoring Plan.
39. The Grantees assures and certifies that it will submit either **Single Audit or Financial Statement Audit** and any other required submissions (i.e. Corrective Action Plan and management letter and agency response; and Audit Status Notification letter) to the Department and CVSC. These reports may be submitted electronically to the Department MDHHS-AuditReports@michigan.gov.

40. The Grantee assures and certifies that it will promptly refer to the United States Department of Justice's (DOJ) Office of Inspector General (OIG) and the Agreement Contract Manager any credible evidence that a principal, employee, agent, Grantee, sub-grantee, or other person has either 1) submitted a false claim for these funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, wastes, abuse, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub-grantees or contractors. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

Potential **fraud, waste, abuse or misconduct** should be reported to the Office of Inspector General (OIG) by:

Mail:

Office of Inspector General, U.S. Department of Justice,
Investigations Division, 950 Pennsylvania Avenue, N.W.,
Room 4706, Washington, D.C. 20530

Email: oig.hotline@usdoj.gov,

Hotline: 1-800-869-4499 (English and Spanish)

Hotline fax: 1-202-616-9881

39. The Grantees assures and certifies that it will submit either **Single Audit or Financial Statement Audit** and any other required submissions (i.e. Corrective Action Plan and management letter and agency response; and Audit Status Notification letter) to the Department and CVSC. These reports may be submitted electronically to the Department at MDHHS-AuditReports@michigan.gov.

40. The Grantee assures and certifies that it will provide an independent audit report on an annual basis as required by OMB Circular A-133; 2 C.F.R. Part 200, Subpart F and the 2015 DOJ Grants Financial Guide. The Grantee agrees to perform an annual Financial Statement audit prepared in accordance with Generally Accepted Auditing Standards (GAAS) if A-133 does not apply as an **audit requirement**. The Grantee will comply with the organizational audit requirements of OMB Circular A-133; 2 C.F.R. Part 200, Subpart F and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133; 2 C.F.R. Part 200, Subpart F audits (and any other audits of Department of Justice funds) are not satisfactory and promptly addressed as further described in the current edition of the 2015 DOJ Grants Financial Guide. The Grantee will comply with the Audit Report and reporting package due dates. Audit reports are due the earlier of thirty days after receipt of the audit report or (9) nine months after the end of the audit period. Audits must be sent to CVSC and Department Auditors upon completion as reflected in Part II. G.
41. The Grantee assures and certifies that they will submit an Agreement Amendment Request to request **written prior approval for changes** from the approved Agreement.
42. The Grantee assures and certifies that **Financial Status Reports (FSRs)** shall be prepared and submitted to **report total actual expenditures and value of volunteer in-kind contributions** regardless of the source of funds no later than thirty (30) days after the close of each calendar month. The Grantee assures and certifies that **actual salary and fringe benefits for VOCA and match funded staff and other costs less applicable credits** will be reported on the FSR and the Fiscal Year Expenditure and Program Report (FYE). The Grantee assures and certifies that VOCA Crime Victim Assistance funds shall be used only to employ staff and cover costs to provide services to victims of crime. The Grantee assures and certifies that no agreement funds will be used for severance pay or administrative costs. The Grantee understands that failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

43. The Grantee assures and certifies that it will submit information on the Subgrant Award Report (SAR), the **Quarterly Program Reports (QPR)** no later than thirty (30) days following the end of the calendar quarter. Quarterly Program Report is a report of the quarterly program activities. **Quarterly Program Reports:** The Grantee shall submit the Quarterly Program Report, which includes Narrative, Statistics, Demographic & Non-Discrimination Information, Training, and Case History. The Narrative, Training and Case History Quarterly Reports should be submitted to the CVSC via the internet at <http://egramsmi.com/dch>. The Statistics and Demographic & Non-Discrimination Information Quarterly Reports should be submitted to the OVC Performance Measurement Platform (PMT) at <https://www.ovcpmt.org>. Due dates for submission of the Quarterly Program Reports are included in Attachment C. Failure to comply with these reporting requirements may impact funding.
44. The Grantee assures and certifies that it will submit a Fiscal Year Expenditure and Program Report no later than forty-five (45) days following the end of the fiscal year or agreement period. **Fiscal Year Expenditure and Program Report (FYE)** is a report of the final actual fiscal expenditures and program activities. Fiscal Year Expenditure and Program Report not received by the due date may result in the loss of funding.
45. The Grantee assures and certifies that it will maintain **accounting records**, including cost accounting records that are supported by source documentation. The retention requirement extends to books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, contracts, and related documents and records. Source documents include copies of all awards, applications, and required recipient financial and narrative reports. Personnel and payroll records shall include the daily Employee Funding Distribution Time Report (or equivalent form) for all individuals reimbursed under the award or are used as grant match, whether they are employed full-time or part-time or are consultants. Volunteer records shall include daily Volunteer Funding Distribution Time Report for all individuals whose volunteer time is utilized as VOCA grant match. The Grantee assures and certifies that documentation will be maintained and made available to CVSC within 72 hours of request to support charges to the VOCA Crime Victim Assistance grant and used as match for the grant.
46. The Grantee certifies and assures that it will comply with the 2015 DOJ Financial Guide, section 2.3 "Standards for Financial Management Systems," which, among other things, says: All sub-recipients must ensure that agency **funds are not commingled** with funds from other Federal or private agencies. Sub-recipients are prohibited from commingling funds on either a program-by-program or project-by-project basis. Funds

specifically budgeted and/or received for one project may not be used to support another.

47. The Grantee certifies and assures that it will **comply with Section 200.302(b)(1) “Financial management,”** of the Uniform Guidance. The Agreement issued by the Michigan Department of Health and Human Services for the pass-through entity the Crime Victim Services Commission and Attachment 1 outline the information required in Section 200.302(b)(1).
48. The Grantee assures and certifies that it will **maintain client, staff, policy and procedure information,** and reports shall be submitted, in the correct form, on time, and containing such data and information as the CVSC may reasonably require for the administration of the program.
49. The Grantee assures and certifies that it authorizes the Office for Victims of Crime (OVC), Office of the Chief Financial Officer (OCFO) and the Department and its representative(s) access to and the **right to examine** all records, books, paper or documents and electronic records related to the VOCA grant funds and match.
50. The Grantee assures and certifies that it is obligated to **protect records** adequately against fire or other damage. Records from different awards must be separately identified and maintained so that information desired may be readily located. When records are stored away from Grantee’s principal office, a written index of the location of records stored should be on hand and ready access should be assured.
51. The Grantee assures and certifies that it will expend funds received only for the purposes and activities covered by the program's approved application and budget; and that the grant may be **suspended or terminated** at any time by the Department if the program fails to comply with the provisions of VOCA, VOCA Crime Victim Assistance Grant guidelines and regulations, 2015 DOJ Grants Financial Guide or any of the VOCA certified assurances.
52. The Grantee assures and certifies that it will comply with **additional eligibility or service criteria** established by CVSC.
53. The Grantee assures and certifies that it will notify CVSC **in writing via e-mail and through the online grant website** within 30 days of any change in grant or match staff and change in organization’s leadership such as Executive Director, Financial Director or elected official.

54. The Grantee assures and certifies that it will and all its contractors will **comply, with the applicable provisions of VOCA**, the VOCA Crime Victim Assistance grant program rules 28 CFR 94 for the crime victim assistance grant and the requirements of the 2015 DOJ Grants Financial Guide, effective edition. The Grantee further assures and certifies that it will, maintain effective program and financial records that fully disclose the amount and disposition of VOCA funds received. This includes financial documentation for disbursements, daily Employee Funding Distribution Time Reports for paid and match staff and Volunteer Distribution Time Reports for volunteers, client files, the portion of the program funded with other sources of revenue, job descriptions, contracts for services, and other records which facilitate an effective audit. If a position is funded with more than one funding source activity reports identifying the **daily activities performed and time devoted** to each activity is required.
55. The Grantee certifies and assures that the **project will be operational** within sixty days (60) of the original starting date of the agreement period. If the project is not operational at 60 days, the Grantee certifies and assures that it will submit documentation to the CVSC providing an explanation and reason for delay, steps taken to initiate the project, and the expected starting date. If the project is not operational within ninety (90) days of the original starting date of the agreement period, the Grantee must submit further documentation explaining the delay. At this time the CVSC may cancel the project or extend the implementation date.
56. The Grantee assures and certifies that it will notify CVSC **in writing, via e-mail and through the online grant website** of any VOCA funded positions that remain vacant for **30, 45, 60, and 90 days** or more. This notification must include reason for vacancy and plan for filling the position. After 90 days, CVSC will seek to terminate agreement or reduce position funding.
57. The Grantee assures and certifies that it will keep Employee Funding **Distribution Time Reports** or Volunteer Distribution Time Reports for all VOCA-funded and match staff and match volunteers. The Grantee assures that will maintain documentation that persons employed by the Grantee are eligible to work in the United States.
58. The Grantee assures and certifies that it will comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to **conferences, meetings, trainings**, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at URL: www.ojp.usdoj.gov/funding/confcost.htm.

59. The Grantee assures and certifies that it will comply with the financial and administrative requirements in the current edition of the **DOJ Grants Financial Guide** at URL: <http://ojp.gov/financialguide/DOJ/>
60. The Grantee assures and certifies that it will provide information on the activities supported and an assessment of the effects that the VOCA Crime Victim assistance grant funds have had on **services to crime victims** for a one year period October 1 through September 30 (the federal fiscal year). This information will be submitted according to the reporting schedule.
61. The Grantee assures and certifies that if any training or training materials are developed or delivered with funding provided under this award that it will adhere to the **OJP Training Guiding Principles for Grantees and Subgrantees**, available at: <http://www.ojp.usdoj.gov/funding/ojptrainingguideingprinciples.htm>.
62. The Grantee assures and certifies that it understands that (a) No award funds may be used to maintain or establish a **computer network** unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
63. The Grantee assures and certifies that it will provide **funding acknowledgment** on all printed materials publicizing or resulting from award activities, in press releases, program brochures, annual reports and other information about the project. The funding agency for your victim assistance project is the Crime Victim Services Commission, not the federal agency. The source of funds is the Crime Victims Fund, established by the Victims of Crime Act of 1984. If publication is provided as part of this award, the publication shall include the following statement: "The opinions, findings, and conclusions or recommendations expressed in this publication/program exhibition are those of the author(s) and do not necessarily reflect the view of the U.S. Department of Justice or the Michigan Department of Health and Human Services."

Acknowledgment of funding support should be in the following format:

This project (agreement project title) was supported by Crime Victim Assistance Grant Award awarded to the (applicant agency name) by the Crime Victim Services Commission, Michigan Department of Health and Human Services. The grant award comes from the Federal Crime Victims Fund, established by the Victims of Crime Act of 1984.

64. The Grantee assures and certifies that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items (duplicate) for which funds are being provided under this OJP award, it will promptly notify, in writing, the Contract Manager for this Agreement and, if so requested by CVSC, seek a budget modification or change of project scope Agreement Amendment request to eliminate any **inappropriate duplication of funding**.
65. The Grantee assures and certifies that it will provide **Constitutional Victim Rights Notice** of available project services with the following information to all law enforcement and prosecuting attorneys with the service area of the funded project within thirty days (30) days of the project start date. This notice is provided so that those with statutory authority under the Article I, Section 24 of the Michigan Constitution have information on available services within their community. This notice should contain: a). A brief project description containing target clientele (victim groups); b) Available service, hours of service, and area of services; c) Telephone number to access services; d) Name of the project director; and e) Funding acknowledgment for the project. A copy of this notice and distribution list must be provided within thirty (30) days of the project start date to the Contract Manager.
66. The Grantee assures and certifies that it understands that (a) No award funds may be used to maintain or establish a **computer network** unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication or victim assistance related activities.
67. The Grantee assures and certifies that it will not require any employee, contractor or subcontractor to sign an **internal confidentiality agreement** or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
68. The non-profit Grantee assures and certifies that it will make their financial statements available online (either on the Grantee's website or other publicly available website). Filing **IRS 990 or similar tax documentation** (e.g. 990-EZ) substantiates compliance with this requirement.

69. The non-profit Grantee assures and certifies their **non-profit status** can be substantiated by providing Federal 501(c)3 designation letter or a letter from the State of Michigan stating that the organization is a non-profit organization operating within Michigan (Certification of incorporation or Solicitation Registration). Grantees that are local non-profit affiliates of state/territory or national non-profits should have the above documentation in addition to a statement by the state/territory or national parent organization that the recipient is a local non-profit affiliate.
70. The Grantee assures and certifies compliance with the Department of Justice adoption of **2 C.F.R. Part 200 by the Department of Justice §2800.101**. Under the authority listed above, the Department of Justice adopts the Office of Management and Budget (OMB) Guidance in 2 C.F.R. part 200, except for 2 C.F.R. 200.313 and 2 C.F.R. 200.314, which are supplemented by the corresponding sections (*e.g.*, §2800.313 supplements §200.313) of this part. Thus, this part gives regulatory effect to the OMB guidance and supplements the guidance as needed for the Department.
71. The Grantee assures and certifies compliance with Title I of the Omnibus Crime Control and Safe Streets Act of 1968, Public Law 90-351, section 808 (42 U.S.C. 3789) which created a **special rule** for disposition and use of equipment and supplies purchased by funds made available under that Title, which rule, where applicable, section **§2800.313** supersedes any conflicting provisions of 2 C.F.R. 200.313. Section 808 currently provides that such equipment and supplies shall vest in the criminal justice agency or nonprofit organization that purchased the property if such agency or nonprofit certifies to CVSC (as indicated in the statute) that it will use the property for criminal justice purposes, and further provides that, if such certification is not made, title to the property shall vest in the CVSC, which shall seek to have the property used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.
72. The Grantee assures and certifies compliance with Title I of the Omnibus Crime Control and Safe Streets Act of 1968, Public Law 90-351, section 808 (42 U.S.C. 3789) creates a special rule for disposition and use of equipment and supplies purchased by funds made available under that Title, which rule, where applicable, section **§2800.314** supersedes any conflicting provisions of §200.314. Section 808 currently provides that such equipment and supplies shall vest in the criminal justice agency or nonprofit organization that purchased the property if such agency or nonprofit certifies to the CVSC (as indicated in the statute) that it will use the property for criminal justice purposes, and further provides that, if such certification is not made, title to the property shall vest in the State office, which shall seek to have the property used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.

73. The Grantee assures and certifies compliance with all requirement (including the requirement to report allegations) pertaining to prohibited conduct related to trafficking of persons. The details of obligations related to **prohibited conduct related to trafficking in persons** are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> Prohibited conduct by sub-recipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award) and are incorporated by reference here.
74. The Grantee assures and certifies that no VOCA grant funds will be used (whether directly or indirectly, including by private contractors), for **publicity or propaganda** purposes not authorized by Congress.
75. The Grantee assures and certifies that it will have **policies and procedures related to procurement** which comply with 2 C.F.R. Part 200.317-326. Post award approval is required to use a noncompetitive approach in any procurement contract that would exceed \$150,000.
76. The Grantee assures and certifies compliance with the Part II General Provisions I. Responsibilities – Grantee Section L. Mandatory Disclosures and report **critical incidents** immediately to the Contract Manager. The critical incident report should come from the organization’s Executive Director, other senior agency personnel, or board chair and be reported within 24 hours. A critical incident has been defined as follows: Serious Violations of Law or Regulations such as HIPPA violations, health or safety violations, fire or police actions, theft of personnel or victim records that may place the member organization at risk or may result in a civil or criminal penalties or other serious violations of either local, state or federal law. Also report an incident which has an external impact on the organization which could possibly generate negative print, television, or radio coverage; negative legislative or regulatory attention; or other such incident which impact the organizations reputation or operations.
77. The Grantee assures and certifies that it does not require nor has required internal confidentiality requirements or statements from employees or contractors that currently **prohibit or otherwise currently restrict (or purport to prohibit or restrict)** employees or contractors from **reporting waste, fraud, or abuse** as required in the Agreement. The Grantee further assures and certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud or abuse as described above it will immediately stop any further obligation of award funds; will provide written notification to the Contract Manager and will resume such obligations only if expressly authorized to do so by the Contract Manager.

78. The Grantee assures and certifies that if it is eligible under 2 C.F.R. Part 200 Uniform Requirements to use the “**de minimis**” **indirect cost rate** described in 2 C.F. R. 200.414(f), and that elects to use the “de minimis” indirect cost rate, must advise the Contract Manager in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to the modified total direct costs (MTDC).
79. The CVSC reserves the **right to take appropriate action** in instances when the Grantee fails to initiate activity on the grant or misses multiple time task lines. CVSC action may include, but is not limited to, termination or suspension of the grant.
80. The Grantee assures and certifies that grant funds will be used only for the purposes in the Grantee’s approved application. The recipient shall not undertake any work or activities that are not described in the grant application and that use staff, equipment, or other goods and services paid for with VOCA Grant funds, without the **prior written approval** from the Contract Manager.
81. The Grantee assures and certifies that grant funds will not be used to pay cash compensation (salary plus bonuses) to any employee of the Grantee at a **rate that exceeds 100% of the maximum annual salary** payable to a member of the federal governments **Senior Executive Service (SES)**. A Grantee may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. The limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of OVC.
82. The Grantee assures and certifies that Grant funds will not be used to compensation any **consultant at a rate of in excess of \$650 per day**. For rates in excess of this stated limit requires prior written approval. A detailed justification must be submitted to the Contract Manager and submitted to and approved by DOJ prior to obligation and expenditure of such funds. Rates must comply with the 2015 DOJ Grants Financial Guide.
83. The Grantee must adopt Standards for Serving Victims & Survivors of Crime at URL: <https://www.ovc.gov/model-standards/message.html> or operate under Program Policies and Procedures which meet these standards.
84. The Grantee assures and certifies that they will consult local counsel to evaluate and document their employment practices regarding the proper use of arrest and conviction records in making hiring decisions as referenced in Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

85. The Grantee assures and certifies that it will promptly notify the Contract Manager in writing if duplicative funding is received for one or more of the identical cost items for which funds were provided under this award. If so, the recipient must promptly seek a budget modification or change of project scope grant amendment to eliminate any **duplication of funding**.
86. The Grantee assures and certifies that it will comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, and substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Grantee must also inform its employees, in writing (and in the prominent native language of the workforce), of employee rights and remedies under 41 U.S.C 4712. Grantee may contact the Contract Manager for guidance.
87. The Grantee assures and certifies that if it currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee will promptly determine whether funds from any of those other awards have been, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. The Grantee must promptly notify the Contract Manager in writing of the potential duplication, and if so requested by the Contract Manager, must seek a budget-modification or change-of-project scope grant amendment to eliminate any inappropriate duplication of funding.