

**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 2016-2017**

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 federal and state guidelines and regulations 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 Guidelines and Regulations) 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 funds from the Victims of Crime Act of 1984 (VOCA) 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, section 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations as required). 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 program guidelines or regulations 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.

Specifically the Grantee certifies and assurances 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(a)(2).

- 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.
- 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).
- e. The Grantee assures and certifies that it will use VOCA Crime Victims Assistance grant funds in accordance with **VOCA Crime Victim Assistance grant program guidelines or regulations** implementing 42 U.S.C. 10503(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to assist victims 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. 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 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 the help victims apply for **Crime Victim Compensation** benefits.
- 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.
- i. The Grantee assures and certifies that it will contribute the amount of **matching funds from non-federal funds** as required by VOCA Crime Victim Assistance grant program. 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 to support charges to the VOCA Crime Victim Assistance grant.
- j. The Grantee assures and certifies that it can demonstrate a **record of providing effective services** to crime victims. 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.
- l. The Grantee assures and certifies that it will incorporate the **use of volunteers** unless the CVSC makes a written determination there is a compelling reason to waive this requirement. 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 is using unpaid volunteers as VOCA grant match that the volunteer value reported to CVSC will be from **allowable direct service activities**.
 - o. The Grantee certifies and assures that **no unallowable volunteer time** will be counted toward VOCA grant match. 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 unreimbursed 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.
 - 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.
2. 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.

3. 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.
4. 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 C.F.R. Part 180 and 31 U.S.C. 3321).
5. 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.)
6. 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.
7. The Grantee assures and certifies that it will comply with **Protection of Human Subjects Act**, 45 C.F.R., Part 46 and DOJ regulations 28 C.F.R. Part 46
8. The Grantee hereby assures and certifies **compliance** with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 200, Subpart F.
9. 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 C.F.R. 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.

10. 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 § 200.145 (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”
11. 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.
12. 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.
13. 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 service or benefits; The Omnibus Crime Control and Safe Streets Act of 1968, as amended, which prohibits discrimination on the basis of race, color, national origin, religion, or sex, in funded programs or activities. (42 U.S.C. § 3789d and 28 C.F.R. § 42.201 et seq.); Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in funded programs or activities. (42 U.S.C. § 2000D AND 28 C.F.R. § 42.101 et seq.); Section 504 of the Rehabilitation Act, which prohibits discrimination on the basis of disability in funded programs or activities. (29 U.S.C. § 794 and 28 C.F.R. § 42.501 et seq.); Section 1407 of the Victims of Crime Act (VOCA) of 1984, which prohibits discrimination on the basis of race, color, national origin, religion, sex, or disability in VOCA funded programs or activities. (42 U.S.C. § 10604(e)); 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. § 12132 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 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. § 6102 and 28 C.F.R. § 42.700 et seq.); (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); and 28 C.F.R. Pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith Based Organizations).

14. 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.
15. 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.
16. The Grantee assures and certifies **annual participation in CVSC training** on applicable federal civil rights laws and nondiscrimination provisions of DOJ implementing regulations.
17. 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 federally-assisted programs.
18. 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 a Grantee is in compliance.
19. 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.
20. 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.
21. 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.

22. The Grantee assures and certifies that it will determine whether it is required to formulate an **Equal Opportunity Program (EEOP)**, in accordance with 28 C.F.R. 42.302 et. Seq. If the program is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the CVSC indicating that it is not required to develop an EEOP. If the program is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit the certification form to OCR and the CVSC certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the CVSC. Non-profit organizations, Indian Tribes, hospitals, and education institutions are exempt from the EEOP requirement, but 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. Additional information about EEOP requirements go to URL: http://www.ojp.usdoj.gov/about/ocr/eeop_comply/htm.
23. The Grantee assures and certifies that it will comply with 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 the LEP persons have meaningful access to funded programs or activities. Meaningful access may entail providing language assistance services, to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Additional assistance and information regarding Grantee LEP obligations can be found at <http://www.letp.gov/>.
24. 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 C.F.R. Part 69 regarding **New Restrictions on Lobbying**.
25. 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 U.S.C. 402 and 403, and 29 U.S.C. 668.
26. 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 of 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.

27. The Grantee assures and certifies that it will comply with the **Drug-Free Workplace Act** of 1988, implanted at 28 C.F.R. Part 67, subpart F, for programs, as defined at 28 C.F.R. Part 67 Sections 67.620.
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 grant Grantees to adopt and enforce policies banning employees from text 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 assures and certifies that it will comply with any additional requirements that may be imposed during the grant performance period of any agency determines that the Grantee is a **high-risk grantee**.
30. 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.
31. 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 2 C.F.R. Part 200.
32. 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.
33. 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

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 an operating **advance may not be requested** by the Grantee.
36. 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 the Office of Justice Programs website at <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.
37. The Grantee assures and certifies that it will submit either a **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 report may be submitted electronically to both MDHHS-AuditReports@michigan.gov for the Department and to the Agency Profile in the E-Grams Portal at <http://egram-mi.com/portal> for the CVSC.
38. 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 DOJ Grants Financial Guide created by the Office of Chief Financial Officer (OCFO) at the DOJ.
39. The Grantee assures and certifies that it will provide an independent audit report on an annual basis as required by 2 C.F.R. Part 200, Subpart F and the DOJ Grants Financial Guide. The Grantee agrees to perform an annual Financial Statement audit prepared in accordance with Generally Accepted Auditing Standards (GAAS) if 2 C.F.R. Part 200 does not apply an **audit requirement**. The Grantee will comply with the organizational audit requirements of 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 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 OCFO OJP 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 the receipt of the audit report or nine (9) 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.

40. The Grantee assures and certifies that it will use fund accounting, auditing, monitoring, evaluation procedures, and such records such as CVSC shall prescribe, shall be provided to **assure fiscal control, proper management, and efficient disbursement** of funds received.
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 to provide services to victims of crime. 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 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.
44. The Grantee assures and certifies that it will submit a Final Fiscal Year Expenditure and Program Report no later than forty-five (45) days following the end of the fiscal year or agreement period. **Final Fiscal Year Expenditure and Program Report (FYE)** is a report of the final actual fiscal expenditures and program activities. Final 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 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.
46. 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, support 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 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.

47. 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 documents and electronic records related to the VOCA grant funds and match.
48. The Grantee assures and certifies that it is obligated to **protect records** adequately against fire and 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.
49. 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, DOJ Grants Financial Guide or any of the VOCA certified assurances.
50. The Grantee assures and certifies that it will comply with any **additional eligibility or service criteria** established by CVSC.
51. The Grantee assures and certifies that it will notify CVSC **in writing via e-mail and through the online grant website** within thirty (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.
52. 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 guidelines or regulations for crime victim assistance grants and the requirements of the DOJ 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.
53. The Grantee certifies and assures that the **project will be operational** within sixty (60) days 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.
54. 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.

55. 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 it will maintain documentation that persons employed by the Grantee are eligible to work in the United States.
56. 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 www.ojp.usdoj.gov/funding/confcost.htm.
57. 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 <http://ojp.gov/financialguide/DOJ/>.
58. 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.
59. 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 Sub-grantees**, available at <http://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
60. The Grantee assures and certifies that it will provide **funding acknowledgement** 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 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." Acknowledgement of funding support should be in the following format:

This project (agreement project title) was supported by Crime Victim Assistance Grant Award CVA# _____ awarded to the (applicant agency name) by the Crime Victim Services Commission, Michigan Department of Health and Human Services. The grant award of \$ _____ (80% of the project or 95% for tribal projects, comes from Federal Crime Victims Fund, established by the Victims of Crime Act of 1984. The (applicant agency) provides the required match by [the use of volunteers (# of volunteer hours valued at \$) or _____ (identify the source of cash match)].

61. 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.
62. 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 VOCA 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 VOCA 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**.
63. 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 (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 services; c) Telephone number to access services d) Name of the project director; and e) Funding acknowledgement 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.
64. 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.
65. 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.
66. 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.
67. 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.

68. 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.
69. 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.