

Appendix 1

CERTIFIED ASSURANCES

Utah State Funded Grants

1. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (CCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.
2. The applicant assures that it will have and comply with written policies regarding personnel, travel, purchasing supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds. If the applicant does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.
3. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all applicable Utah State laws, regulations, and guidelines.
4. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60.1 et.seq., as applicable to construction contracts.
5. The applicant assures 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 or disability against a recipient of funds the recipient will forward a copy of the findings to CCJJ.

GRANT CONDITIONS

Utah State Funded Grants

1. Compensation and Method of Payment. The Utah Commission on Criminal and Juvenile Justice (CCJJ) will advance or reimburse the grantee, depending on the amount of award, for *approved* program expenditures as outlined in the grantee's budget. Reimbursement checks will be issued on a monthly or quarterly basis as financial status reports are submitted and approved.
2. Reports The grantee shall submit such reports as CCJJ may reasonably require, including at least **quarterly financial and progress reports, and final financial and narrative reports.** Quarterly financial and progress reports shall be received no later than 30 days after each quarter

ends on March 31, June 30, September 30, and December 31. At such a point where grant funds have been accounted for in total, quarterly financial reports will no longer be required, however, narrative reports must continue to be submitted until the end of the grant period.

3. Audit Reports. Grantees who expend more than \$300,000 in State and/or Federal funds during a financial fiscal year must have annual examinations in the form of audits. These audits will be **submitted to CCJJ with any Management Letters no less than one month after completion** of the audit. Local governments have **180 days** after the end of their fiscal year to complete their audits while all other grantees have **nine months** to complete their audit. The audit must conform with OMB Circular A-133 and must contain a schedule of financial assistance. During the audit process, either the grantee or the auditor will **send CCJJ a verification letter to confirm the amount of grant funds received**.

4. Utilization and Payment of Funds. Funds awarded are to be expended **ONLY** for purposes and activities covered in the grantee's approved budget. The grantee agrees to return all unexpended State funds provided hereunder to CCJJ within thirty (30) days of termination of the grant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audits.

5. Expenses Not Allowable. Project funds may not be expended for items not part of the approved budget or separately approved by CCJJ. Expenditure of funds in excess of ten percent (10%) of the amount budgeted *per budget category* will be permitted only with CCJJ's prior written approval. CCJJ will require a refund of grant monies for expenditures made without approval in the budget or by CCJJ.

6. Written Approval of Changes. Grantees must obtain prior written approval from CCJJ for major program changes. These include (a) changes of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget as specified in condition 4; (d) budget adjustments in excess of ten percent (10%) of the affected budget category.

7. Termination of Aid. If through any cause the grantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the grant agreement, CCJJ shall have the right to terminate the grant agreement or to suspend fund payments by giving written notice to the grantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action.

8. Inspection and Audit. CCJJ, the Utah State Auditors Office, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of grantees and contractors.

9. Maintenance of Records. All financial and statistical records, supporting documents, and all other records pertinent to grants or contracts shall be retained for at least three years after completion of the project for purposes of State examinations and audits.

10. Third Party Participation. No contract or agreement may be entered into by the grantee for execution of project activities or provision of the services (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by CCJJ. Any such arrangement shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the grant project and that the grantee

shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project. CCJJ shall be provided with a copy of all such contracts and agreements entered into by grantees.

11. Conflict of Interest. The grantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of CCJJ, provided that if such persons are or become officers or employees of CCJJ they must disqualify this application and any future discussions concerning the entity making this application.

12. Program Director. There shall at all times during the life of the grant agreement be an individual appointed by the grantee as "Program Director". This individual will be responsible for program planning, operation and administration under the grant agreement.

13. Criminal Penalties.

a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$5,000 or imprisoned not more than fifteen years, or both.

b. Any person who, having no privilege to do so, knowingly falsifies an application with intent to deceive any person shall be subject to the provisions of Utah Code Ann. § 76-6-504.

The signature below certifies that the program proposed in this application meets all the requirements as established by CCJJ and the Utah State Legislature, that all information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other State laws. By appropriate language incorporated in each grant, grant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency with whom they make contracts or agreements.

GRANTEE ACCEPTANCE OF CERTIFIED ASSURANCES AND GRANT CONDITIONS

Authorized Official (Name and title typed or printed)

Date

Authorized Official (signed)