

CERTIFIED ASSURANCES

1. The applicant assures that grant funds awarded under the Juvenile Justice and Delinquency Prevention Act of 1974 as amended **will not supplant State or local funds** but will be used to increase the amounts of such funds that would, in the absence of Federal fund, be made available for delinquency prevention activities.
2. 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 (UCCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under the Act. Additionally, the applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as UCCJJ may require.
3. The applicant assures that it will comply with the lead agency's policies regarding 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.
4. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as UCCJJ may require.
5. 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 provisions of the Act and all other applicable Federal laws, regulations, and guidelines.
6. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1960 as amended; 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 Nondiscriminating 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.
7. 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 the UCCJJ.
8. The applicant assures that it will comply with the Civil Rights Act of 1964 as outlined in 28 CFR and with the Americans with Disabilities Act of 1990 as outlined in 42 U.S.C. § 12101.
9. The applicant assures that it will comply with the applicable provisions of the Juvenile Justice and Delinquency Prevention Act of 1974 as amended and the Office of Justice Programs' "Financial Guide" issued April 22, 1996. The Financial Guide is available in print or through the world wide web at: <http://www.ojp.usdoj.gov/financialguide/index.htm>

10. The applicant assures that it will comply with the provision of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; an Part 63 Floodplain Management and Wetland Protection Procedures; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements.

11. The applicant assures that it will comply with the provisions of 23 USC sections 402, 403 and 29 USC section 668 wherein any recipient agency of Federal contracts, subcontracts, and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for their employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles.

12. The applicant assures that it will comply with the provisions of 23 USC sections 402, 403 and 29 USC section 668 wherein any recipient agency of Federal contracts, subcontracts, and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for their employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles.

GRANT CONDITIONS

1. COMPENSATION AND METHOD OF PAYMENT. The Utah Commission on Criminal and Juvenile Justice (UCCJJ) will **reimburse** the subgrantee for the federal share of approved program expenditures on a monthly or quarterly basis as financial status reports are submitted and approved up to the amount of approved federal expenditures.

2. REPORTS. The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the UCCJJ 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.** (Final expenditure reports must be received no later than **90 days** after the ending date of the project.)

3. AUDIT REPORTS. Subgrantees are to have annual examinations in the form of audits. These audits will be **submitted to UCCJJ 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 subgrantees have **nine months** to complete their audit. The audits must conform with OMB Circular A-133, and **contain grant information in the Schedule of Federal Financial Assistance.** During the audit process, either the subgrantee or the auditor will **send UCCJJ a verification letter to confirm grant payments.**

4. UTILIZATION AND PAYMENT OF FUNDS. Funds awarded are to be expended only for purposes and activities covered by subgrantee's approved project activities and budget. Project funds will be made available in accordance with provisions as prescribed by UCCJJ. The subgrantee agrees to return to the UCCJJ all unexpended Federal funds provided hereunder to the UCCJJ within 60 days of termination of the subgrant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.

5. OBLIGATION OF GRANT FUNDS. Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

6. EXPENSES NOT ALLOWABLE. Project funds may not be expended for: **(a) items not part of the approved budget** or separately approved by UCCJJ; (b) the purchase of land; (c) construction projects; (d) indirect or overhead cost rates which have not been approved by the federal government. **Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with UCCJJ's prior written approval.**

7. TERMINATION OF AID. If through any cause the subgrantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, or substantially fails to comply with the Violent Crime Control and Law Enforcement Act of 1994 and any regulations promulgated under these laws, as determined by the UCCJJ, then the UCCJJ shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by or on behalf of the subgrantee under the subgrant agreement shall at the option of the UCCJJ, become its property, and the subgrantee shall be entitled to receive just and equitable reimbursement of any work satisfactorily completed under the subgrant agreement.

8. INSPECTION AND AUDIT. The UCCJJ, Department of Justice, and the Comptroller General of the United States, 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 subgrantee, and to relevant books and records of subgrantees and contractors as provided for in P.L. 90-351 as amended, P.L. 99-570, and the Office of Justice Programs' "Financial Guide" issued April 22, 1996. The Financial Guide is available in print or through the world wide web at: <http://www.ojp.usdoj.gov/financialguide/index.htm> .

9. PERSONAL PROPERTY. The subgrantee shall retain any non expendable personal property acquired with subgrant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by UCCJJ subgrant funds. When there is no longer a need for the property to accomplish the purpose of the program, the subgrantee shall request property disposition instructions from the UCCJJ.

10. MAINTENANCE OF RECORDS. All financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts shall be retained for at least three years after completion of the project for purposes of state and federal examinations and audits.

11. WRITTEN APPROVAL OF CHANGES. **Subgrantees must obtain prior written approval from the UCCJJ for major program changes.** These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; and (c) changes in the approved project budget as specified in condition six (6) above; and (d) budget adjustments in excess of ten percent (10%) of the affected budget category.

12. THIRD PARTY PARTICIPATION. No contract or agreement may be entered into by the subgrantee for execution of project activities or provision of 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 the UCCJJ. Any such arrangement shall provide that the subgrantee will retain ultimate control and responsibility for the subgrant project and that the subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. **The UCCJJ shall be provided with a copy of all such contracts and agreements entered into by subgrantees.**

13. PUBLICATIONS. All published material and written reports submitted under grants or in conjunction with contracts under grants must be originally developed material unless otherwise

specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. All written reports, studies and publications in pamphlet form must carry a caveat on the cover and title page which reads as follows:

**PREPARATION AND PRINTING OF THIS DOCUMENT FINANCED BY
THE U.S. BUREAU OF JUSTICE ASSISTANCE AND THE
UTAH COMMISSION ON CRIMINAL AND JUVENILE JUSTICE
GRANT NUMBER (Grant Year*).**

*Contact UCCJJ to confirm correct grant year

14. WRITTEN DESCRIPTIONS OF PROGRAMS. The subgrantee agrees that when issuing statements, **press releases**, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to state and local governments, **shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.**
15. CONFLICT OF INTEREST. The subgrantee 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 the UCCJJ, provided that if such persons are or become officers or employees of the UCCJJ they must disqualify this application and any future discussions concerning the entity making this application.
16. PROGRAM DIRECTOR. There shall at all times during the life of the subgrant agreement be an individual appointed by the subgrantee as "Program Director." This individual will be responsible for program planning, operation and administration under the subgrant agreement.
17. CONFIDENTIALITY OF RESEARCH INFORMATION. Pursuant to Section 229 of the Justice System Improvements Act of 1979, research information identifiable to an individual, which was obtained through a program funded wholly or in part with BJA funds, shall remain confidential and copies 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 or administrative proceeding. 28 CFR Part 22.
18. RELEASE OF INFORMATION. All records, papers and other documents kept by recipients of UCCJJ or BJA funds, their subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the UCCJJ or the BJA. These records and other documents submitted to the UCCJJ or the BJA pursuant to application for funds, are required to be made available to the UCCJJ or the BJA under the terms and conditions of the Federal Freedom of Information Act, 5 U.S.C. 552.
19. PROGRAM INCOME. All interest or other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, etc.) must be accounted for. Interest on grant funds must be returned to the UCCJJ by check payable to the Treasurer of the State of Utah. All other program income will remain with the project or be used to reduce projects costs; provided, however, that if the subgrantee is a unit of government, the subgrantee shall not be accountable for interest earned on subgrant funds pending their disbursement or actual application for project purposes.
20. POLITICAL ACTIVITY. The restrictions of the Hatch Act, P.L. 93-443, 5 U.S.C. Chapter 73, Subchapter III (as amended), concerning the political activity of government employees are

applicable to state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Federal Grant monies. Under a 1975 amendment to the Hatch Act, such State and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

21. COPYRIGHTS AND RIGHTS IN DATA. Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the government has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the grantee may copyright such, but the government reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.

22. PATENTS. If any discovery or invention arises or is developed in course of, or as result of work performed under this grant, the subgrantee shall refer the discovery or invention to the OJJDP. The subgrantee hereby agrees that determination of rights to inventions made under this grant shall be made by the Administrator of OJJDP or his duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Administrator, or his duly authorized representative, shall be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the Government shall acquire at least an irrevocable non-exclusive royalty free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this subgrant.

23. INFORMATION SYSTEMS. With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. the grantee further agrees:

a. That all computer programs (software) produced under this grant will be made available to the BJA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.

b. To provide a complete copy of the computer programs and documentation, upon request, to BJA. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

24. 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 \$10,000 or imprisoned not more than five years, or both.

- b. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, U.S.C.

25. Victims Protection – a) The subgrantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense. b) The subgrantee assures that it will not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

26. POLYGRAPH EXAMINATION: A subgrantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

The signature below certifies that the program proposed in this application meets all the requirements of the Juvenile Justice Act of 1974 as amended (JJDP Act), that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the JJDP Act and all other Federal laws. By appropriate language incorporated in each grant, subgrant 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.

SUBGRANTEE ACCEPTANCE OF CERTIFIED ASSURANCES AND GRANT CONDITIONS

AUTHORIZED OFFICIAL

DATE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

INSTRUCTIONS FOR DEBARMENT/SUSPENSION CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

To determine if an individual or organization has been disbarred or suspended, the recipient of the federal funds should check the List of Parties Excluded from Federal Procurement or Non-procurement Programs. This monthly publication can be obtained through subscription by contacting the Government Printing Office in Washington, D.C., tel.: (202) 783-3238 and ordering stock no. 722-002-00000-8. It is also possible to leave a message on the FTS answering service at (202) 786-0688. Those recipients with access to a modem can contact the GSA data base directly at (404) 331-7205. Modem should be set to full-duplex, even parity, 7 data bits, 1 stop bit. The login procedure is "L DEBAR." This is an all caps system.

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more the \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) No Federal appropriated funds have been paid or will be paid to any public or private agency, organization, institution, or individual for any personal service, advertisement, telegram, telephone communication, letter, printed or written matter, or other devise the design or intent of which is to influence a member of Congress or any other federal, state, or local elected official to favor or oppose any act, bills, resolutions, or similar legislation or any referendum, initiative, constitutional amendment, or any similar governing body.
- (3) Upon request of federal or state officials through the proper official channels, Federal appropriated funds may be used in connection with communications to federal, state, or local elected officials pertaining to authorization, appropriation of oversight measures which will directly affect the operation of the program involved.
- (4) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (5) The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

NAME AND ADDRESS OF ORGANIZATION

NAME OF AUTHORIZED INDIVIDUAL

APPLICATION NO. (CCJJ WILL FILL IN)

SIGNATURE AND DATE

CIVIL RIGHTS REQUIREMENTS

The applicant agency assures that it will comply with the Civil Rights Act of 1964 as outlined in 28 CFR and with the Americans with Disabilities Act of 1990 as outlined in 28 CFR Part 35.

Please complete the following:

- 4) Agency: _____
 (The agency referred to here is the city, county, or department within State government.)
- 4) Number of Persons Employed by the Agency: _____
- 5) Federal Funds Requested with this application: _____
- 6) Name and Title of the Civil Rights Contact Person: _____
 (Equal Employment Opportunities)
- 7) Address: _____
- 8) Telephone Number: _____

Equal Employment Opportunity Plan. The purpose of an Equal Employment Opportunity Plan (EEOP) is to insure full and equal participation of men and women regardless of race or national origin in the workforce of the recipient agency. An EEOP is a comprehensive document that analyzes that agency's workforce in comparison to its relevant labor market data and all agency employment practices to determine their impact on the basis of race, sex, or national origin. *Agencies that meet **all** of the following criteria are **required** to maintain an EEOP that complies with 28 CFR 42, subpart E:*

- I. have 50 or more employees*; **and**
- II. received a total of \$25,000 or more in grants or subgrants; **and**
- III. have 3 percent or more minorities in service population (if less than 3 percent minorities in service population, an EEOP must still be prepared, but must focus only on employment practices affecting women).

**Example:* A city police department will expend the grant funds. The applicant agency is the city, not the police department. An EEOP must be maintained if the city, not the police department, has 50 or more employees and meets the other two criteria.

Educational, medical, and non-profit institutions or agencies, as well as Indian tribes are exempt from preparing or submitting EEOPs. However, these agencies must still comply with applicable anti-discrimination laws.

Please note that a policy encouraging equal employment will not satisfy the EEOP requirement. If necessary, contact CCJJ for a seven-step guide to the design and development of an EEOP.

I, _____ (Authorized Official) certify that

_____ (agency):

(check one)

- is not required to maintain an EEOP.
- is required to maintain an EEOP and has formulated such a plan in accordance with 28 CFR 42, subpart E and that it is on file at _____ (agency) located at _____ (address).
- is required to maintain an EEOP and has not formulated such a plan in accordance with 28 CFR 42, subpart E, but has attached an addendum outlining what steps the agency is currently taking to develop an EEOP that complies with the requirements stated above.

All agencies required to maintain an EEOP must submit a copy of the plan to CCJJ within 60 days of grant award.

Signature of Authorized Official

Date

AUDIT REQUIREMENTS

(Local Agencies Only)

The applicant agency assures that it will submit audit reports (with Management Letters) to CCJJ annually. The audit report must comply with OMB circular A-133 and be submitted to CCJJ within one month of completion of the audit.

By State code, **local governments** must complete their audit within **six months** of the end of their fiscal year, **other agencies** must complete their audit within **one year**. During the audit process subgrantees or their auditors must send CCJJ a **confirmation letter** that verifies payments made to the grant program.

The audit will include a Schedule of Federal Financial Assistance that contains revenue and expenditure information from the grant. The following information will assist the auditors in completing the Schedule of Federal Financial assistance:

Grand Name: _____

Federal Grantor Agency: **U.S. Department of Justice**

Federal Grantor number: _____

Federal CFDA number: _____

Additionally, **please provide the following information:**

1. Fiscal Year of Applicant Agency* (July-June, Jan-Dec etc.): _____

2. Name and Title of Audit Contact Person**: _____
(Individual Responsible for Agency's Single Audit)

3. Address: _____

4. Telephone Number: _____

* The "agency" referred to here is the unit of local government or the non-profit agency authorized to apply for the grant.

****Please provide the audit contact person with a copy of this form.**

*** CERTIFICATION ONLY REQUIRED FOR STATE AGENCIES**

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

***Certification Regarding Drug-Free Workplace Requirements
Grantees Other Than Individuals**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Section 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant the employee will--
 - (1) Abide by the terms of the statement ; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

Organization Name _____ Application Number _____

Name and Title of Authorized Representative _____

Signature _____ Date _____