

Attachment 2

CERTIFIED ASSURANCES

- 1) The applicant assures that VOCA monies will only be used to provide direct services to victims of crime. The applicant further assures that all VOCA funding will be used only as proposed in the grant application which was approved by the state. Revisions may be approved by the VOCA Administrator.
- 2) The applicant assures that all non-confidential records will be made available to any state or federal representative of the VOCA program.
- 3) The applicant assures that all funds received from the VOCA program will be used in a timely fashion.
- 4) The applicant assures that no VOCA funds will be held in interest bearing accounts of any kind (checking, savings, money market, or certificates of deposit).
- 5) The applicant assures that any VOCA funds awarded will be spent or committed to be spent by the end of the grant cycle and that any portion not committed or spent will be returned to the state for redistribution. The applicant agrees to inform the state as soon as possible, or as requested, if the grant funds will not be expended by the end of the grant cycle.
- 6) The applicant assures that Quarterly Fiscal Reports and Performance Reports will be submitted in accordance to the reporting schedule located on the DOCR website. The applicant further assures any other necessary reports requested by the state will be submitted in a timely manner.
- 7) The applicant assures that they are a nonprofit organization or a public agency.
- 8) The applicant assures that the VOCA Administrator will be notified immediately in writing of any change in the applicant's nonprofit status or administrative staff.
- 9) The applicant assures that VOCA funding will not be used to supplant state or local funds that would otherwise be available for crime victim assistance.
- 10) The applicant assures that victims seeking crime victim compensation benefits will be assisted by the agency/organization.
- 11) The applicant assures that volunteers will be incorporated into the VOCA funded program unless a special waiver of this provision is granted.
- 12) The applicant must provide services to victims of federal crimes on the same basis as victims of state/local crimes.
- 13) The applicant must provide services to crime victims, at no charge, through the VOCA-funded project.
- 14) The applicant assures fiscal control, proper management, and efficient distribution of federal funds and those records will be kept to assure the same.
- 15) The applicant assures compliance of all applicable nondiscrimination requirements of the Victims of Crime Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Amendment of 1972; the Age Discrimination Act of 1975; and the Department of Justice Nondiscrimination Regulations 28 C.F.R. part 42, subparts C, D, E and G.

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- 16) The applicant assures that, in the event of receiving a nondiscrimination finding against the agency/ organization, a copy of the finding will be sent to the VOCA Administrator.
- 17) The applicant assures that an independent audit will be completed according to OMB Circular A-133 (as applicable) with a copy of the audit sent to the VOCA Administrator. In the case where an A-133 audit is not required, the applicant assures that it will follow procedures established by the Division of Adult Services assuring that federal funds are spent in accordance with applicable laws and regulations.
- 18) No applicant shall use or reveal any research or statistical information furnished by this program by any person and identifiable to any specific private person for any purpose other than purposes in accordance with this program and ACT (confidentiality of research information).
- 19) The applicant assures that any VOCA/CVA funds received will not be used for lobbying purposes.

I certify that the program proposed in this application meets all the requirements of the Victims of Crime Act, that all information presented is correct, that the applicant will comply with all provisions of the Act, and all applicable federal laws, and that any scheduled grant monies will be forfeited and any received grant monies repaid to the state if the applicant does not comply with the assurances or if an audit reveals any misuse of funds.

Date

Signature of Program Director

Date

Signature of Board of Directors' President or
States Attorney if appropriate