

STATE OF NEW JERSEY
VICTIMS OF CRIME ACT (VOCA)
GRANT PROGRAM



PART II

**APPLICATION DOCUMENTS TO BE
COMPLETED, SIGNED AND RETURNED**

October 2013



**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

VICTIMS OF CRIME ACT (VOCA)

PART II

APPLICATION DOCUMENTS TO BE COMPLETED, SIGNED AND RETURNED

- Application Authorization
- Certification of Equal Employment Opportunity Plan (EEOP) Form
- General Conditions and Assurances
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- Resolution of Participation and Certification of Recording Officer (not applicable to State Agencies)
- Federal Financial Accountability and Transparency Act Information Form
- Audit Requirements Form and
- Accounting System and Financial Capability Questionnaire.

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

APPLICATION AUTHORIZATION

Authorization to submit a grant application to the Department of Law and Public Safety, Division of Criminal Justice (“Division”) for a project entitled:

for a federal subgrant in the approximate amount of \$_____, with the Subgrantee providing a match of \$_____ (if applicable), for an approximate total project cost of \$_____.

This application consists of the following additional attachments for all applicants:

1. Program Narrative,
2. Project Budget Detail form,
3. Budget Narrative,
4. Certification of Equal Employment Opportunity Plan,
5. General Conditions & Assurances,
6. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements,
7. Resolution of Participation and Certification of Recording Officer (not applicable to State Agencies), and
8. Federal Financial Accountability and Transparency Act Information Form.

For nonprofit applicants, this application consists of the following additional attachments:

1. Proof of Nonprofit status,
2. New Jersey Charitable Registration,
3. Applicable Licenses, Certifications and Permits,
4. Single Audit, Form 990-Income Tax Return or audited financial statements,
5. Accounting System and Financial Capability Questionnaire,
6. Audit Requirements Form,
7. Income Sources Form,
8. Applicable list of Officers/Directors/Trustees,

The undersigned understands that the Division will rely upon the following statements to provide these subgrant funds:

1. The Project Director has reviewed the contents of the application, believes it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.

2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Subgrantee's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. As duly authorized representatives of the Subgrantee, we ensure that the Subgrantee will use these subgrant funds to carry out the project and activities specifically described in the application.
4. As duly authorized representative of the Subgrantee, I am responsible for authorizing expenditures and disbursements of subgrant funds.
5. As duly authorized representatives of the Subgrantee, we ensure that the Subgrantee will comply with any and all federal, state, municipal, statute, regulation, circular, policy or code regarding the use of these funds.
6. I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.
7. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions.

Subgrantee **Grant #** _____

_____ Signature of Authorized Official _____ Printed Name of Authorized Official	_____ Title (County Executive, County Manager, County Supervisor, County Board President; Mayor, Chief Executive or Village President; State Agency Head; Nonprofit Chief Executive, President, Chairperson of the Board)
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Signature of Project Director

_____ Printed Name of Project Director	_____ Date
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CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name:		DUNS Number:	
Address:			
Grant Title:		Grant Number:	Award Amount:
Name and Title of Contact Person:			
Telephone Number:		E-Mail Address:	
Section A—Declaration Claiming Complete Exemption from the EEO Requirement			
Please check all the following boxes that apply:			
<input type="checkbox"/> Recipient has less than fifty employees.			
<input type="checkbox"/> Recipient is a nonprofit organization.			
<input type="checkbox"/> Recipient is an Indian tribe.			
<input type="checkbox"/> Recipient is an educational institution.			
<input type="checkbox"/> Recipient is a medical institution.			
<input type="checkbox"/> Recipient is receiving an award less than \$25,000.			
I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.			
Print or Type Name and Title		Signature	Date
Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review			
If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):			
I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEO and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEO is on file at the following office: _____ _____ [organization], _____ [address].			
Print or Type Name and Title		Signature	Date
Section C—Declaration Stating that an EEO Utilization Report Has Been Submitted to the Office for Civil Rights for Review			
If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEO Utilization Report to the OCR for review.			
I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.			
Print or Type Name and Title		Signature	Date

**THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

FEDERAL GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

Federal Assurances

1. The Subgrantee agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.
2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs, *Financial Guide* (available on the web at: <http://www.ojp.usdoj.gov/financialguide/>) (OJP Financial Guide).
3. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Office for Victims of Crime (OVC), or Office on Violence Against Women (OVW), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward.
4. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and 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.
5. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 *et seq.*, which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.
7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot 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 prior written approval of the Office of Justice Programs (OJP).
8. The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
10. The Subgrantee 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.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et

seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal 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, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.

16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.
17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in paragraph 17.
19. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.
20. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one

on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEOP to OJP's Office for Civil Rights.

21. The Subgrantee acknowledges that failure to submit an acceptable EEOP (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
22. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious 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 or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
23. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
24. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
25. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any

publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

26. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.
27. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
28. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.
29. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
30. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.
31. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
32. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity,

or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530
For additional information visit DOJ OIG's website at www.justice.gov/oig.

e-mail: oig.hotline@usdoj.gov
hotline: (800) 869-4499 or fax: (202) 616-9881
(contact information in English and Spanish)

33. Pursuant to Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients of federal funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
34. In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, *Financial Guide*, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing.
35. Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
36. The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>).
37. The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed \$56.25 per hour or \$450 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide, Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$450 per day the Subgrantee will receive written approval from DCJ.

38. The Subgrantee agrees that all equipment purchased under the subgrant will be tagged and properly inventoried to reflect use of federal funds. The Subgrantee agrees to maintain an inventory list consistent with federal requirements for all equipment purchased or leased with grant funds and listing the date of delivery.
39. Subgrantee agrees to 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 details of subgrantee recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm>. A Subgrantee may not receive a subaward unless it has provided a DUNS number.
40. Subgrantee agrees that it cannot use federal funds in any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.
41. Subgrantee agrees that it cannot allocate any funds to purchase vehicles.

State Conditions

42. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
43. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
44. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from state and/or federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future

funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.

45. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State Circular Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
46. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
47. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
48. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
49. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP Financial Guide, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
50. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB

Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Allowable Costs, and State Circular Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.

51. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
52. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
53. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
54. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
55. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
 - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon

thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.

- d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
56. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS 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 Subgrantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
57. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
58. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
59. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination

conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

60. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
61. The Subgrantee agrees that under certain instances it may be considered “High Risk”:
 - a. If L&PS determines that a Subgrantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
 - b. If a Subgrantee is considered “High Risk,” then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
 - i. Payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Additional project monitoring.
 - v. Requiring the Grantee to obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
 - i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

62. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.
63. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
64. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
65. The Subgrantee agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide, Food and Beverage, when using subgrant funds to purchase food, beverages and refreshments for project activities.
66. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
67. Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular 12-14-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
68. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:

- a. A timekeeping system requirement as specified above.
 - b. The hourly rate for certified providers will be based on experience and comparable rates for field of service. All rates must be pre-approved by DCJ.
 - c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid), with appropriate monitoring, oversight, and authority. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.
69. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.
70. The Subgrantee agrees that overtime expenses must be directly related to approved subgrant activities. Monthly overtime charges to the subgrant must be reported on the DCJ Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.
71. The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subgrant award.
72. The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the State of New Jersey Grant Program, 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 federal grant program and all other applicable federal and state laws, regulations, and guidelines.

_____ **Grant #** _____
Subgrantee

_____ **Signature of Authorized Official**
_____ **Printed Name of Authorized Official**

_____ **Title (County Executive, County Manager, County Supervisor, County Board President; Mayor, Chief Executive or Village President; State Agency Head; Nonprofit Chief Executive, President, Chairperson of the Board)**

_____ **Date**

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

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;

(b) If any funds other than 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to 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 an on-going 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 is 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 in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification numbers(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar 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, consistent with the requirements of the Rehabilitation Act of 1973, as amended; 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).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, with 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name:

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representative

5. Signature

6. Date

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

RESOLUTION OF PARTICIPATION

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY FEDERAL GRANT PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHEREAS, the _____ wishes to apply for
Applicant's Unit of Government/Non Profit Organization
funding of approximately \$ _____ with a match of \$ _____ (if applicable) for an approximate
project total cost of \$ _____ for a project under the State of New Jersey _____
Fill In Name of Program
Grant Program, and

WHEREAS, the _____ has reviewed the
Applicant's Governing Body/Board of Directors
accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety
and _____ for the purpose described in the application;
Applicant's Unit of Government/Non Profit Organization

THEREFORE, BE IT RESOLVED by the _____ that
Applicant's Governing Body/Board of Directors

1. As a matter of public policy _____ wishes to
Applicant's Unit of Government/Non Profit Organization
participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

_____ held on the
Applicant's Governing Body/Board of Directors

_____ day of _____, 20____ and duly recorded in my office;

that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 20_____

SEAL

Signature of Certifying Officer

**Title (Mayor, Freeholder-Director,
County Executive, Agency Head,
President, Chairperson of the Board)**

Name of Certifying Officer

Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

1. Agency Name: _____
2. City: _____ 3. State: _____ 4. Zip + 4 _____
(www.usps.com/zip4/)
5. Congressional District (Agency main office) (2 digits) (01 – 13): _____ 6. County: _____
(<http://www.govtrack.us/congress/findyourreps.xpd>)
7. DUNS number (<http://www.dnb.com/us/>) (9 digits): _____
8. Location of Primary Place of Performance of Project (if different than above). Enter the **ONE** location and corresponding congressional district where the majority of work is completed. (State wide is not acceptable):
- City: _____ State: _____ Zip + 4 _____
- Congressional District (2 digits) (01 – 13): _____ County: _____
9. Central Contractor Registration Completed (<http://www.ccr.gov/>): Yes: _____ No: _____
- If No, please explain: _____

10. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if: (i) the entity in the preceding fiscal year received, (a) 80 percent or more of its annual gross revenues in Federal awards; and (b) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (<http://www.cgsh.com/cgsh/SECdeterminationofNamedExecutiveOfficers.pdf>)

<u>Officer Name</u>	<u>Total Compensation</u>
#1 _____	_____
#2 _____	_____
#3 _____	_____
#4 _____	_____
#5 _____	_____

11. Signature of Agency Representative: _____

To be completed by Division/SubGrantor:

1. Amount of Award: _____ 2. Federal: _____ 3. Match or State Share: _____
4. Award Title: _____
5. Award Number: _____
6. Transaction Type: _____ 7. CFDA Number: _____
8. Program Source: _____

AUDIT REQUIREMENTS

As a recipient of funds through the New Jersey Department of Public Safety, you **ARE** required to submit a copy of your agency's audit for the period covered by this contract.

- ▶ An audit (financial statement audit or program-specific audit) is required for the agency fiscal year, when **State** financial assistance, (which consists of funds received directly from the State, but does not include federal pass-through funds), of **\$100,000** or more is expended by the applicant agency.
- ▶ A single audit is required for the agency fiscal year, when **Federal** financial assistance, (which consists of funds received from the Federal Government or federal funds passed through state agencies), of **\$500,000** or more is expended by the applicant agency.
- ▶ No audit of any type is required when **STATE** financial assistance of less than \$100,000 or **FEDERAL** financial assistance of less than \$500,000 is expended. However, the Chief Financial Officer of the agency must attest to the adequacy of the applicant's accounting system.



1. DATE OF LAST AUDIT: _____
2. DATE(S) COVERED BY LAST AUDIT: _____
3. LAST AUDIT PERFORMED BY: _____
PHONE NUMBER OF AUDITOR: _____
4. DATE OF NEXT AUDIT: _____
5. DATE(S) TO BE COVERED BY NEXT AUDIT:

6. NEXT AUDIT WILL BE PERFORMED BY: _____

PHONE NUMBER OF AUDITOR: _____

7. TOTAL AMOUNT OF FUNDS RECEIVED FROM *ALL* ENTITIES *INCLUDING* THE DEPARTMENT OF LAW & PUBLIC SAFETY

FEDERAL AMOUNT: \$ _____	STATE AMOUNT: \$ _____
SIGNED: _____	DATE: _____
TITLE: _____	DATE: _____
AGENCY: _____	PHONE: _____



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE**

SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated (<i>month, day, year</i>)	b. Principle officers	Titles
c. Employer Identification Number:		
d. Number of Employees Full Time: Part Time:		

- 2. Is the firm affiliated with any other firm: Yes No
- 3. Total Sales/Revenues in most recent
If "yes", provide details:
accounting period. (*12 months*)

\$

SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? Yes No

a. If yes, provide name, and address of Agency performing review.	Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.
	Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.

2. Which of the following best describes the accounting system: Manual Automated Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant?
 Yes No Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by _____
 Yes No Not Sure
the component project and budget cost categories shown in the approved budget?

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective?
 Yes No Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses?
 Yes No Not Sure

7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?

Yes No Not Sure

b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)?

Yes No Not Sure

8. Is the firm generally familiar with the existing regulation and guidelines containing the cost

Yes No Not Sure

principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants?

OJP FORM 7120/1 (2/02)

(continued on reverse)

SECTION D: FUNDS CONTROL

1. If Federal grant/contract funds are commingled with organization funds, can the Federal

Yes No Not Sure

grant funds and related costs and expenses be readily identified?

SECTION E: FINANCIAL STATEMENTS

1. Did an independent certified public accountant (CPA) ever examine the

Yes No

financial statements?

2. If an independent CPA review was performed please provide this office with

Enclosed N / A

a copy of their latest report and any management letters issued.

3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:

SECTION F: ADDITIONAL INFORMATION

1. Use this space for any additional information (indicate section and item numbers if a continuation)

SECTION G: APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

1. Signature

b. Firm Name, Address, and Telephone Number

a. Title

SECTION H: CPA CERTIFICATION

The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. **If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.**

1. Signature

b. Firm Name, Address, and Telephone Number

a. Title

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, 810-7TH STREET,NW,WASHINGTON,DC20531;ANDTOTHEPUBLIC USE REPORTS PROJECT,1121-7120,OFFICEOFINFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.