

**REQUEST FOR LEGISLATIVE ACTION**  
**EXECUTIVE OFFICE**

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5270

Sponsor(s): Jeanie Lauer

Date: September 23, 2019

SEP 17 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Juvenile Court Diversion Program</u></p>																						
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$292,967</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0 <i>8m</i></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$292,967</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0 <i>8m</i></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td> <table> <tr> <td>FROM ACCT 010-2810</td> <td>292,967</td> </tr> <tr> <td>TO ACCT 010-2148-56140</td> <td>11,000</td> </tr> <tr> <td>010-2148-56790</td> <td>192,592</td> </tr> <tr> <td>010-2148-56860</td> <td>27,996</td> </tr> <tr> <td>010-2148-57230</td> <td>51,239</td> </tr> <tr> <td>010-2148-58170</td> <td>10,140</td> </tr> </table> </td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): 292,967  Prior Year Actual Amount Spent (if applicable): 292,967</p>	Amount authorized by this legislation this fiscal year:	\$292,967	Amount previously authorized this fiscal year:	\$0 <i>8m</i>	Total amount authorized after this legislative action:	\$292,967	Amount budgeted for this item * (including transfers):	\$0 <i>8m</i>	Source of funding (name of fund) and account code number:	<table> <tr> <td>FROM ACCT 010-2810</td> <td>292,967</td> </tr> <tr> <td>TO ACCT 010-2148-56140</td> <td>11,000</td> </tr> <tr> <td>010-2148-56790</td> <td>192,592</td> </tr> <tr> <td>010-2148-56860</td> <td>27,996</td> </tr> <tr> <td>010-2148-57230</td> <td>51,239</td> </tr> <tr> <td>010-2148-58170</td> <td>10,140</td> </tr> </table>	FROM ACCT 010-2810	292,967	TO ACCT 010-2148-56140	11,000	010-2148-56790	192,592	010-2148-56860	27,996	010-2148-57230	51,239	010-2148-58170	10,140
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<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): 5126 08/14/18  Prior resolutions and (date):</p>																						
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Carl Bayless, Grant Accountant, 816-435-4775</p>																						
<p><b>REQUEST SUMMARY</b></p>	<p>This is a request to appropriate \$292,967 from the 2019 undesignated fund balance in acceptance of a contract awarded to the Family Court Division by the Division of Youth Services. The project is named "Juvenile Court Diversion Program" and its purpose is to encourage community-based services which would assist diverting youth from commitment to the Division of Youth Services. The project began July 1, 2019 and will continue through June 30, 2020. The project is broken down into the following focus areas and are described in further detail in the attached applications: Artists in Residence, Day Reporting, CORPS, Racial Equity Project, Teens and Police Academy, TARGET-A, Art Tech Integrated Arts Center Program, Recreational Programs, Educational Consulting, and Aggression Replacement Training.</p> <p>Please appropriate the \$292,967 into the accounts listed below:</p> <table> <tr> <td>010-2148-56140 Travel</td> <td>\$ 11,000</td> <td>010-2148-56790 Contractual Svcs</td> <td>192,592</td> </tr> <tr> <td>010-2148-56860 Restitution</td> <td>27,996</td> <td>010-2148-57230 Supplies</td> <td>51,239</td> </tr> <tr> <td>010-2148-58170 Other Equipment</td> <td>10,140</td> <td></td> <td></td> </tr> </table>	010-2148-56140 Travel	\$ 11,000	010-2148-56790 Contractual Svcs	192,592	010-2148-56860 Restitution	27,996	010-2148-57230 Supplies	51,239	010-2148-58170 Other Equipment	10,140												
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<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																						
<p><b>COMPLIANCE</b></p>	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>																						
<p><b>ATTACHMENTS</b></p>	<p>Award documents, application for focus areas</p>																						

REVIEW  Saval 11/17/19 9/17/19	Department Director: Theresa Byrd, Deputy Court Administrator	Date: 09/13/19
	Finance (Budget Approval): Anthony Kelley, Budget and Fiscal Officer	Date: 09/13/19
	Division Manager: Theresa Byrd, Deputy Court Administrator	Date: 09/13/19
	County Counselor's Office: BRYAN O. GOVINSKY by WGS SC	Date: 9/19/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Undesignated fund balance	\$292,967

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

## Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: September 17, 2019

ORD # 5270

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
2148 - Juvenile Court Diversion	45934 - Increase Revenues	292,967	
2810	Undesignated Fund Balance		292,967
2810	Undesignated Fund Balance	292,967	
2148 - Juvenile Court Diversion	56140 - Travel Expense		11,000
2148 - Juvenile Court Diversion	56790 - Other Contractual Services		192,592
2148 - Juvenile Court Diversion	56860 - Restitution Payments		27,996
2148 - Juvenile Court Diversion	57230 - Other Operating Supplies		51,239
2148 - Juvenile Court Diversion	58170 - Other Equipment		10,140


9/17/19  
 Budgeting

**DIVISION OF YOUTH SERVICES**  
**JUVENILE COURT DIVERSION**  
**YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT**

**APPROVED BUDGET**State Fiscal Year: Judicial Circuit #: Contract Period: 

Project	Project Title	Current Budget	Requested	Approved Budget
#1	Facilitating Treatment Delivery (General Revenue)	\$ 94,524.76		
#2	Day Reporting (Gaming)	\$ 29,978.28		
#3	ASSET (After School Suspension & Treatment) (Gaming)	\$ 59,234.43		
#4	CORPS (Gaming)	\$ 21,391.04		
#5	Aggression Replacement Training (ART) (Gaming)	\$ 7,000.00		
#6	Pathways Training (General Revenue)	\$ 5,232.24		
#7	Racial Equity Project (General Revenue)	\$ 37,600.00		
#8	Teens and Police Services Academy (TAPS) (Gaming)	\$ 16,500.00		
#9	TARGET-A (Gaming)	\$ 21,506.25		
#1	Artist in Residence (General Revenue)		\$ 38,820.00	\$ 38,820.00
#2	Day Reporting (Gaming)		\$ 20,000.00	\$ 20,000.00
#3	CORPS (Gaming)		\$ 27,996.00	\$ 27,996.00
#4	Racial Equity Project (General Revenue)		\$ 13,908.00	\$ 13,908.00
#5	Teens and Police Services Academy (TAPS) (Gaming)		\$ 38,260.00	\$ 38,620.00
#6	TARGET-A (Gaming)		\$ 13,282.00	\$ 13,282.00
#7	Arts Tech Integrated Arts Career Program (General Revenue)		\$ 30,421.00	\$ 30,421.00
#8	Recreational Programs and Services (General Revenue)		\$ 20,240.00	\$ 20,240.00
#9	Educational Consulting Services (Gaming)		\$ 84,800.00	\$ 65,832.00
#9	Educational Consulting Services (General Revenue)			\$ 18,968.00
#10	Aggression Replacement Training (ART) (Gaming)		\$ 4,880.00	\$ 4,880.00
<b>TOTAL FUNDS APPROVED</b>		<b>\$ 292,967.00</b>	<b>\$ 292,607.00</b>	<b>\$ 292,967.00</b>



**Missouri Department of Social Services  
Juvenile Court Diversion Program**

**Agreement #: ER172-19012 (REVISED on 9-9-19)  
Agreement Period: July 1, 2019 through June 30, 2020**

*The Missouri Department of Social Services desires to enter into this agreement with the Judicial Circuit listed below for the purpose of reimbursing the Judicial Circuit for allowable Juvenile Court Diversion Program expenses. All terms, conditions, and requirements contained herein shall govern the performance of this agreement.*

**Judicial Circuit Information:**

Judicial Circuit Name: 16th Judicial Circuit  
Mailing Address: 415 East 12<sup>th</sup> Street  
City, State Zip: Kansas City, MO 64106

Contact Person Name: TERESA L. BYRD  
Contact Person Title: Deputy COURT ADMINISTRATOR  
Contact Person E-Mail Address: +byrd@coarts.mo.gov  
Federal Tax Identification Number: 431593523



*The undersigned hereby agrees to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding agreement shall exist between the Judicial Circuit and the Missouri Department of Social Services.*

*The authorized signer of this document certifies that the Judicial Circuit (named below) and each of its principals (as defined by 2 CFR Part 180) are not suspended or debarred by the federal government.*

**In witness thereof, the parties below hereby execute this agreement.**

*Theresa L. Byrd*  
Authorized Signature for the Judicial Circuit

TERESA L. BYRD DCA  
Name and Title:

9/10/19  
Date

*Patrick Lubbeing* KM  
Authorized Signature for the Missouri Department of Social Services

September 11, 2019  
Date

**1. Purpose**

- 1.1 This agreement is entered into between the Missouri Department of Social Services, Division of Youth Services (Department), and the 16th Judicial Circuit for the purpose of setting forth the terms and conditions for the Juvenile Court Diversion Program (JCD).
- 1.2 The goal of the Juvenile Court Diversion Program is to support juvenile courts that serve youth on a local level so that the youth may be afforded the necessary services through their local courts so that they can remain in the community rather than being exposed to a larger segment of the juvenile justice system.
- 1.3 The Department issues agreements for the Juvenile Court Diversion Program services under the authority of an Expenditure Registration System (ER172) issued to the Department by the Office of Administration.
- 1.4 The Department is authorized under Section 219.041 RSMo., <http://revisor.mo.gov/main/OneChapter.aspx?chapter=219>, to administer an incentive subsidy program to assist local units of government in the development and implementation of community-based treatment programs for the care and treatment of children.
- 1.5 The mission of the Missouri Department of Social Services is "We will lead the nation in building the capacity of individuals, families, and communities to secure and sustain healthy, safe, and productive lives". The vision of the Missouri Division of Youth Services (DYS) is that every young person served by DHS will become a productive citizen and lead a fulfilling life. DHS is responsible for the care and treatment of youth committed to its custody by one of the forty-six (46) Missouri juvenile courts.

**2. Term of the Agreement/Modifications**

- 2.1 The term of the agreement shall be from July 1, 2019 through June 30, 2020 with two (2) one-year renewal options.
- 2.2 The Department shall have the right, at its sole option, to renew the agreement. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the agreement shall remain the same and apply during the renewal period.
- 2.3 The Department may designate an employee to act as the authorized representative for the purpose of entering into and administering contractual services between the Department and the Judicial Circuit.
- 2.4 Any changes to the agreement, whether by modification and/or supplementation, must be accomplished by a formal agreement amendment signed and approved by and between the duly authorized representative of the agreement and the Department. The Judicial Circuit expressly and explicitly agrees that no other method and/or other document, including correspondence, acts or oral communications by or from any person shall be used or construed as an amendment or modification to the agreement.
- 2.5 Services reimbursed with JCD Grant Funds shall be consistent with the evidence-based and promising-practices approach described in the Office of Juvenile Justice and Delinquency Prevention's (OJJDP's) Model Programs Guide (MPG) and shall contain projects within one or more of the following Focus Areas:
  - a. School/education support programs, including day treatment services and other community based programs that provide educational and treatment services to youth keeping them productively involved in their local communities;
  - b. Counseling/treatment services, including sex offender treatment and supervision services providing community-based sex-offense specific treatment groups, parent support groups and in-home therapy and supervision to pre-and post-adjudicated juvenile sex offenders;
  - c. Family support/preservation, including family therapy and support services to assist youth in working through family issues and providing tools to resolve conflict;
  - d. Supplemental court services/supervision/gang prevention, including community-based supervision of assigned youth during the evenings and weekends when youth are at the greatest risk to engage in unproductive and unlawful behavior, including the monitoring of assigned youth to ensure that they are complying with the conditions of their community placement and the provision of supportive services such as parent education, crisis intervention, mentoring and skill-building as needed; and including mentoring services by which volunteer mentors are recruited, trained, matched with

troubled youth and supported in their work with them. Participating youth may be under either formal or informal supervision by the court during their time in the program;

- e. Restorative justice services by which juvenile offenders are held accountable and educated as to the far-reaching impact of their behaviors; or
- f. Private care diversion services designed for those youth who require structured residential services specialized in providing treatment for their complex needs. Under this program, youth are served in alternative living centers without committing them to the care and supervision of the Department.

2.6 The parties agree that funding transfers may be made between project areas with prior approval of the Department. Transfers between project areas shall not exceed ten (10) percent of the total funds approved unless written authorization is obtained from the Department.

2.7 The Judicial Circuit agrees this agreement is contingent upon appropriated funds from the State of Missouri General Assembly for JCD programs, and that such amounts allocated to the Judicial Circuit may be reduced during the contract period as deemed necessary by the Department.

### 3. Responsibilities of the Judicial Circuit

3.1 Subject to the terms of this agreement, the Department will pay the contractor for actual and necessary costs incurred by the Judicial Circuit for the implementation of the diversion program(s) described herein.

3.2 If this agreement calls for the operation of a physical plant, (i.e., detention facility, group home, emergency shelter care facility, or foster home), or provides for staff who operate a physical plant or purchase services from vendors operating a facility, the Judicial Circuit shall use facilities licensed by the Missouri Department of Social Services, Children's Division, or obtain a license for the facility where such licensure is necessary.

3.3 For those projects where youth will be placed in contractual foster or residential care, the provider being utilized must have and maintain a license in good standing from the Department of Social Services, Children's Division. The Judicial Circuit must have a written agreement in place with each contractual foster or residential care provider which requires the provider to notify the Judicial Circuit within ten (10) calendar days of any change in the provider's licensing status. The Judicial Circuit shall then notify the Department of any change in the provider's licensing status within ten (10) calendar days and shall arrange for alternative placement of the youth unless an express written waiver is provided by the Department.

3.4 If this agreement calls for the operation of a secure facility (i.e., provides for staff which operates a secure facility or provides funds for the purchase of the services of a secure facility), the Judicial Circuit shall comply with the Office of Juvenile Justice and Delinquency Prevention guidelines for the detention of status offenders as well as provide for the sight and sound separation from adult offenders.

- a. For purposes of this agreement, a secure facility is described as a facility that is securely locked, fenced, or utilizes hardware designed to restrict the movement of the residents and protect public safety.

3.5 In order to remain eligible for JCD funding, the Judicial Circuit shall not reduce the present level of spending for juvenile correction programs, or if reductions of spending are necessary, the Judicial Circuit shall provide written justification to the Department that such reductions would have been necessary regardless of JCD programs.

3.6 The Judicial Circuit shall not supplant funds because of the implementation of the JCD Program.

3.7 The Judicial Circuit must permit the Department or the Department's designee to visit and inspect each project funded by the JCD Program. The Judicial Circuit must account for the monies, provide performance statistics, and make the books and records of the program open to the Department for inspection and monitoring upon request. Upon a written recommendation from the Department for needed changes or improvements in a funded project, the Judicial Circuit shall make the necessary changes to the project. The Judicial Circuit must allow the Department to monitor all functions of programs developed with JCD Funds. Juvenile court staff must assist and cooperate with Department staff in monitoring programs and in determining if the program is operating according to the contractual agreement between both parties.

3.8 Background Checks: The Judicial Circuit shall complete criminal background checks and child abuse and neglect background checks for the Judicial Circuit's employees who provide direct services under this

agreement prior to such personnel having contact with children being served under the Juvenile Court Diversion program.

- a. If the Judicial Circuit does not have a process in place at the signing of this agreement for completing a background check, the Judicial Circuit must submit all required information to the Family Care Safety Registry on behalf of all of the Judicial Circuits' employees assigned to perform services under this agreement. Information about the Family Care Safety Registry may be found online at <http://www.dhss.mo.gov/FCSR/>.
- b. Background checks are the financial responsibility of the Judicial Circuit.

#### 4. **Governance**

- 4.1 The agreement shall consist of the original agreement and any subsequent amendments to the agreement.
- 4.2 This agreement shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the agreement. To the extent that a provision of the agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable; however, the balance of the agreement shall remain in force between the parties.
- 4.3 The exclusive venue for any legal proceeding relating to or arising out of the agreement shall be in the Circuit Court of Cole County, Missouri.

#### 5. **Business Compliance**

- 5.1 The Judicial Circuit shall comply with all local, state, and federal laws and regulations related to the performance of the agreement.
- 5.2 The Judicial Circuit must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this agreement that it is presently, and will remain, in compliance with such laws.
- 5.3 The Judicial Circuit must timely file and pay all Missouri sales, withholding, corporate, and any other required Missouri tax returns and taxes, including interest and additions to tax.
- 5.4 The Judicial Circuit shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations, and executive orders to the extent that these may be applicable.

#### 6. **Human Rights**

- 6.1 The Judicial Circuit shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the agreement. These include, but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
  - g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
  - h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);



- j. Missouri Governor's E.O. #05-30; and
- k. The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders which may apply to the services provided under the agreement.

7. **Recordkeeping**

- 7.1 The Judicial Circuit shall maintain auditable records for all activities performed under this agreement. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum:
- a. the specific number and type of service units provided;
  - b. itemized revenues and expenditures related to the performance of the agreement;
  - c. the number and type of clients served;
  - d. detailed documentation of services provided to each client, included progress notes;
  - e. any and all records necessary for performing a full audit of the Judicial Circuit's performance under the agreement;
  - f. and other relevant records.
- 7.2 The Judicial Circuit shall allow the Department or its authorized representative to inspect and examine the Judicial Circuit's premises and/or records which relate to the performance of the agreement at any time during the period of the agreement and thereafter within the period specified herein for the Judicial Circuit's retention of records.
- 7.3 The Judicial Circuit shall retain all records pertaining to the agreement for five (5) years after the close of the agreement year unless audit questions have arisen or any legal action is contemplated or filed within the five (5) year limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The Judicial Circuit shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the Judicial Circuit to retain and produce records shall continue even after the agreement expires or is otherwise terminated by either party.

8. **Monitoring/Compliance**

- 8.1 The Department reserves the right to monitor the agreement throughout the effective period of the agreement to ensure compliance with the requirements of the agreement. Additionally, the Department reserves the right to audit all records related to the Judicial Circuit's performance under the agreement for a period of five (5) years from the expiration date of the agreement.
- a. The Judicial Circuit shall cooperate with any Department review of records and other documentation related to the Judicial Circuit's performance under the agreement.
- 8.2 In the event the Department determines the Judicial Circuit to be non-compliant, or at risk for non-compliance with the requirements of the agreement, the Department shall have the right to impose special conditions or restrictions on the Judicial Circuit to bring the Judicial Circuit into compliance or to mitigate the risk of non-compliance.
- a. The Department shall provide written notification to the Judicial Circuit of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
  - b. Special conditions or restrictions may include, but are not limited to:
    - 1) requiring the Judicial Circuit to obtain additional technical assistance;
    - 2) requiring additional levels of prior approval from the Department for agreement activities;
    - 3) requiring additional or more detailed financial reports and/or other documentation;
    - 4) additional, ongoing agreement monitoring/oversight by the Department; and/or
    - 5) requiring the submission and implementation of a corrective action plan.

9. **Confidentiality**

- 9.1 All discussions with the Judicial Circuit and all information gained by the Judicial Circuit as a result of the Judicial Circuit's performance under the agreement shall be confidential, to the extent required by law.
- 9.2 The Judicial Circuit shall release no reports, documentation, or material prepared pursuant to the

agreement to the public without the prior written consent of the Department, unless such disclosure is required by law.

- 9.3 If required by the Department, the Judicial Circuit and any required Judicial Circuit's personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 9.4 The Judicial Circuit shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the agreement. Such safeguards shall include, but not be limited to:
- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
  - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
  - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the agreement;
  - d. Policies and procedures implemented by the Judicial Circuit to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

## 10. **Insurance**

- 10.1 The Judicial Circuit shall agree that the State of Missouri cannot save and hold harmless and/or indemnify the Judicial Circuit or employees against any liability incurred or arising as a result of any activity of the Judicial Circuit or any activity of the Judicial Circuit's employees related to the Judicial Circuit's performance under the agreement. Therefore, the Judicial Circuit must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the agreement.

## 11. **Termination**

- 11.1 In the event funds and/or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the Department, the obligation of each party hereunder shall thereupon be terminated immediately upon receipt of written notice from the Department.
- 11.2 The Judicial Circuit may terminate this agreement with thirty (30) calendar days written notice. Any written notification shall be sent by certified mail, first class postage paid.
- 11.3 When the Department determines that there are reasonable grounds to believe that a Judicial Circuit is not in compliance with the operating standards established by this contract, the Department may give thirty (30) calendar days written notice to the Judicial Circuit that the Department is terminating the grant. In the alternative, the Department may give thirty (30) calendar days written notice to the Judicial Circuit that the Department is suspending all or a portion of any grant subsidy payment until the required standard of operation has been met.
- 11.4 A revocation or suspension shall immediately take effect upon written notice from the Department if the Department has reason to believe the grant was obtained by fraud, trick, misrepresentation, or concealment of any material fact; the grant was issued by inadvertence or mistake and the Judicial Circuit was not qualified to receive the grant; or the Judicial Circuit has endangered the safety of a youth. Whenever the Department terminates or suspends a JCD Grant, the Judicial Circuit who is aggrieved by the action shall have a right to an administrative hearing before the Department or the Department's designee. The Judicial Circuit must make a written request for an administrative hearing within ten (10) calendar days of the date of the notice of the termination or suspension. At the sole discretion of the Department, the Department may allow the Judicial Circuit an opportunity to cure any deficiencies in the standard of operation of the recipient's program pending the hearing before the Department or the Department's designee. The Department shall be authorized to recoup funds from the Judicial Circuit if the Department

determines after an administrative hearing that funds were improperly expended. When an agreement is terminated for cause, the Judicial Circuit shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

- 11.5 In the event of termination all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the Judicial Circuit pursuant to the terms of the agreement shall, become the property of the State of Missouri.

## 12 Invoicing and Payment Requirements:

- 12.1 The Judicial Circuit shall invoice the Department for actual and necessary costs incurred by the Judicial Circuit in delivering project services during the invoice period. Total annual expenditures shall not exceed the amount on Attachment 1 - Approved Budget.

- a. The Judicial Circuit will be reimbursed for services by submitting invoices on a monthly basis to the Department. Invoices submitted shall contain the name of the Judicial Circuit, the itemization of actual expenditure incurred, and the calculation of that itemization. The invoice shall be accompanied by documented verification of the qualifying expenditure, i.e. copies of invoices. If invoice for other qualifying expenditures are not received, such as payroll and benefits, the Judicial Circuit shall submit vouchers, warrant requests or other documentation the Judicial Circuits accounting system requires for authorization for payment. Payment to the Judicial Circuit shall be made in arrears on receipt of a properly itemized invoice with supporting documentation and after a determination has been made by the Department that such expenditure was appropriate under the terms of the agreement.
- b. The Judicial Circuit shall develop and implement a program requiring, a new application to be completed and approved by the Department for client subsidy toward the cost of diversion programming.
- c. The invoice must contain an original signature by the Judicial Circuit's duly authorized representative and be submitted electronically to the Department at [dysfiscal@dss.mo.gov](mailto:dysfiscal@dss.mo.gov), unless hard copy submission is agreed upon in writing by the Department. Invoices must be submitted monthly and no later than the 15<sup>th</sup> of the following month. The June invoice should be submitted to the Department no later than the 15<sup>th</sup> of June each year so payment can still be processed from that fiscal year's funds. If hard copy submittal is approved, the Judicial Circuit shall submit the hard copy invoice to:

Department of Social Services  
Division of Youth Services  
Fiscal Unit  
P.O. Box 447  
Jefferson City, MO 65102

- 12.2 Prior to any payments becoming due under the agreement, the Judicial Circuit must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make payments through Electronic Funds Transfer.

- a. If not already submitted, the Judicial Circuit needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- b. The Judicial Circuit must submit invoices on the Judicial Circuit's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the Judicial Circuit to properly apply the Department's payment to the invoice submitted. The Judicial Circuit may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at:

<https://www.vendorpay.oa.mo.gov>.

- 12.3 By submitting the invoice, the Judicial Circuit certifies that the expenses are true, accurate, and in accordance with the agreement pricing. All costs shall be supported by properly propagated and executed payrolls, time records, invoices, agreements, vouchers or other official documentation evidencing in proper

detail the nature and propriety of the charge. All checks, payroll, and accounting documents pertaining in whole or in part to the agreement shall be clearly identified and readily accessible if called upon.

- 12.4 Unit prices must be linked to tangible deliverables which are classified according to the program activities.
- 12.5 After receipt and approval of a valid invoice, the Judicial Circuit shall receive payment for the actual services delivered and the actual expenses incurred during each monthly billing period. All payments shall be based on the applicable guaranteed not-to-exceed annual total price.
- 12.6 The Judicial Circuit shall accept payment within the timeframes required by the State of Missouri for processing invoices.
- 12.7 Notwithstanding any other payment provision of the agreement, failure of the Judicial Circuit to submit required reports when due, or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under the agreement unless such failure arises out of causes beyond the control, and without the fault or negligence, of the Judicial Circuit.

## Exhibit 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by 2 CFR Part 180.

### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds 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 Judicial Circuit.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JACKSON COUNTY FAMILY COURT  
Company Name

180647497 446000524  
DUNS #

Theresa L. Byrd  
Authorized Representative's Printed Name

Deputy Court Administrator  
Authorized Representative's Title

[Signature]  
Authorized Representative's Signature

9/10/19  
Date

### Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as 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 recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds 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. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds 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 DOL.
6. The prospective recipient of Federal assistance funds 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 but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
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 voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

JUVENILE COURT DIVERSION GRANT 010-2148

2019-2020

Grant Period 07/01/19-06/30/20

Focus Area	Travel	Equipment	Supplies	Contractual	Restitution	Original Budget
Artists in Residence	\$0	\$5,640	\$2,780	\$30,400	\$0	\$38,820
Day Reporting	\$0	\$4,500	\$15,500	\$0	\$0	\$20,000
CORPS	\$0	\$0	\$0	\$0	\$27,996	\$27,996
Racial Equity Project	\$0	\$0	\$1,908	\$12,000	\$0	\$13,908
Teens and Police Services Academy (TAPS)	\$11,000	\$0	\$4,000	\$23,620	\$0	\$38,620
Target A	\$0	\$0	\$450	\$12,832	\$0	\$13,282
Arts Tech Integrated Arts	\$0	\$0	\$19,421	\$11,000	\$0	\$30,421
Recreational Programs and Services	\$0	\$0	\$0	\$20,240	\$0	\$20,240
Educational Consulting Services	\$0	\$0	\$4,800	\$80,000	\$0	\$84,800
Aggression Replacement Training	\$0	\$0	\$2,380	\$2,500	\$0	\$4,880
<b>Grand Total</b>	<b>\$11,000</b>	<b>\$10,140</b>	<b>\$51,239</b>	<b>\$192,592</b>	<b>\$27,996</b>	<b>\$292,967</b>

# Juvenile Court Diversion Grant Program

EXHIBIT C

## BUDGET SUMMARY AND OUTLINE

Judicial Circuit #: 16th

Project Title: Artist in Residence Program

Contract Number:

State Fiscal Year: 2020

**BUDGET SUMMARY:**

	Budgeted Expenditures	Local Funds Committed	DYS FUNDS REQUESTED
Salaries	\$ -	\$ -	\$ -
Wages	\$ -	\$ -	\$ -
Fringe	\$ -	\$ -	\$ -
Total Personnel	\$ -	\$ -	\$ -
Travel		\$ -	\$ -
Equipment	\$ 5,640.00	\$ -	\$ 5,640.00
Supplies	\$ 2,780.00	\$ -	\$ 2,780.00
Contractual	\$ 30,400.00	\$ -	\$ 30,400.00
<b>TOTAL</b>	<b>\$ 38,820.00</b>	<b>\$ -</b>	<b>\$ 38,820.00</b>
		0.00%	1

**BUDGET DETAIL:**

Funding Category	Budgeted Expenditure	Local Commitment	Requested Funding	Approved Funding
Salary Expenses	\$ -	\$ -	\$ -	
Wage Expenses	\$ -	\$ -	\$ -	
Fringe Benefits	\$ -	\$ -	\$ -	
<b>TOTAL PERSONNEL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Professional Development	\$ -			
Meals	\$ -			
Lodging	\$ -			
Mileage	\$ -			
<b>TOTAL TRAVEL &amp; PD</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL EQUIP OR PROPERTY</b>	<b>\$ 5,640.00</b>	<b>\$ -</b>	<b>\$ 5,640.00</b>	<b>\$ -</b>
<b>TOTAL SUPPLIES / OPP</b>	<b>\$ 2,780.00</b>	<b>\$ -</b>	<b>\$ 2,780.00</b>	<b>\$ -</b>
<b>TOTAL CONTRACTUAL</b>	<b>\$ 30,400.00</b>	<b>\$ -</b>	<b>\$ 30,400.00</b>	<b>\$ -</b>

EQUIPMENT OR PROPERTY				
Number of Units	Equipment or Property Description	Justification	Unit Cost	Total Cost
8	Djembe Drum		\$ 375.00	\$ 3,000.00
2	Dun-Dun-Ba Drum (House Crafted)		\$ 405.00	\$ 810.00
2	Dun-Dun Sungba Drum (House Crafted)		\$ 300.00	\$ 600.00
2	Dun-Dun Kenkini Drum (House Crafted)		\$ 155.00	\$ 310.00
8	Axatse Shekere Rattles		\$ 25.50	\$ 204.00
8	Djembe Straps		\$ 12.50	\$ 100.00
6	Dun Dun straps		\$ 8.00	\$ 48.00
2	Set of 3 bells - Djundjun - Gankogui		\$ 80.00	\$ 160.00
1	Shipping and Handling Charges		\$ 408.00	\$ 408.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL COST OF EQUIPMENT OR PROPERTY				\$ 5,640.00

		PERCENT
Total Expenses for Equipment or Property	\$ 5,640.00	
Local Funds Committed	<input type="text"/>	0.00%
DYS FUNDS REQUESTED	\$ 5,640.00	100.00%
		<u>100.00%</u>



SUPPLIES / OPERATIONS				
Supply or Operation Description	Justification	Estimated Monthly Cost	Number of Months	Yearly Total
Craft supplies and materials for youth performances (hats, t-shirts, apparel, masks, etc..)	authentic traditional crafts and apparal is part of the performance component for recitals, community events, etc.	\$ 83.33	12	\$ 1,000.00
Incentives for youth participants meeting bechmark achievements	youth who excel will be incentivized to continue their studies of music and the arts and will be recognized among their peers and family members.	\$ 148.33	12	\$ 1,780.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL COST OF SUPPLIES AND OPERATIONS				\$ 2,780.00

		PERCENTAGE
Total Expenses for Supplies and Operations	\$ 2,780.00	
Local Funds Committed	<input type="text"/>	0.00%
DYS FUNDS REQUESTED	\$ 2,780.00	<u>100.00%</u>
		<u>100.00%</u>



					\$	-
					\$	-
TOTAL COST OF CONTRACTUAL SERVICES					\$	30,400.00

NOTE: CONTRACT DATA (FORM MO 886-2647) must be completed for each individual or entity providing contractual services under this agreement.

		PERCENTAGE
Total Expenses for Contractual Services	\$ 30,400.00	
Local Funds Committed	<input type="text"/>	0.00%
DYS FUNDS REQUESTED	\$ 30,400.00	100.00%
		<u>100.00%</u>