

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.:4781

Sponsor(s): Dennis Waits

Date: September 28, 2015

| | | | | | | | | | | | | | | | | | | | | | |
|--|--|---|--------------|--|----|--|--------------|--|----|------|------|--|------------|--|-----------|----|----|--|------------|---|-----------|
| <p>SUBJECT</p> | <p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>Ordinance transferring and appropriating funds for the acceptance of the Jackson County-Sentenced to the Arts (STTAP) Grant and authorizing the County Executive to enter into Agreements with Arts Tech and Deana Bellamaganya.</u></p> | | | | | | | | | | | | | | | | | | | | |
| <p>BUDGET INFORMATION <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>\$236,691.60</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$236,691.60</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> </table> <p>Source of funding (name of fund) and account code number;</p> <table> <tr> <td>FROM</td> <td>FROM</td> </tr> <tr> <td>008 – Grant Fund; 2810 – Undesignated Fund Balance</td> <td>137,999.20</td> </tr> <tr> <td>008 – Anti Drug Sales Tax Fund; 4156 – Pros Comm/Crim/Drug Prevention; 56798 – Grant Match</td> <td>98,692.40</td> </tr> <tr> <td>TO</td> <td>TO</td> </tr> <tr> <td>008 - Anti Drug Sales Tax Fund; STTAP Grant; 56080 – Other Professional Services</td> <td>147,324.15</td> </tr> <tr> <td>008 – Anti Drug Sales Tax Fund; STTAP Grant; 56790 – Other Contractual Services</td> <td>89,367.45</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</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): Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$236,691.60 | Amount previously authorized this fiscal year: | \$ | Total amount authorized after this legislative action: | \$236,691.60 | Amount budgeted for this item * (including transfers): | \$ | FROM | FROM | 008 – Grant Fund; 2810 – Undesignated Fund Balance | 137,999.20 | 008 – Anti Drug Sales Tax Fund; 4156 – Pros Comm/Crim/Drug Prevention; 56798 – Grant Match | 98,692.40 | TO | TO | 008 - Anti Drug Sales Tax Fund; STTAP Grant; 56080 – Other Professional Services | 147,324.15 | 008 – Anti Drug Sales Tax Fund; STTAP Grant; 56790 – Other Contractual Services | 89,367.45 |
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| <p>PRIOR LEGISLATION</p> | <p>Prior ordinances and (date): <u>4588</u> 12/13, <u>4703</u> 12/14</p> <p>Prior resolutions and (date):</p> | | | | | | | | | | | | | | | | | | | | |
| <p>CONTACT INFORMATION</p> | <p>RLA drafted by (name, title, & phone): Jean Peters Baker, 9/10/15</p> | | | | | | | | | | | | | | | | | | | | |

REQUEST SUMMARY

Request an Ordinance accepting the Jackson County Sentenced to the Arts Grant awarded to Jackson County by the Department of Public Safety for the partial funding for a program manager and contractual services. The total award amount is \$137,999.20. There is a required local match of \$17,668.25. To complete this project, the Prosecutor's Office will provide an additional \$81,024.15 to pay for the unfunded portions of the daily program operations.

Requesting an agreement with Deana Bellamaganya, 536 Olive Street, Kansas City, Missouri 64124, in the amount of \$66,300.00, with monthly payments. Ms. Bellamaganyya will manage and direct the program. Term of this agreement is 7/1/15 through 9/30/16. Funding source for this portion is included in the below allocation as 56080.

Requesting an agreement with Arts Tech in the amount of \$170,391.60. Contact person is Dave Sullivan, 1522 Holmes, Kansas City, Missouri 64106. Arts Tech is a non-for profit organization that will oversee and implement, in cooperation with the Jackson County Prosecutor's Office, the Sentenced to the Arts Program. They will contract with the entrepreneurs, community art organizations, and will be the intermediate between the Jackson County Prosecutor's Office and the artists. Term of this agreement is 7/1/15 through 9/30/16. Payment of \$34,078.32 due upon execution of agreement with remaining payments due quarterly. Funding source for this portion is included in the below allocations as 56080 (\$81,024.15) and 56790 (\$89,367.45).

Please transfer \$98,692.40 from 008-4156-56798 and appropriate \$137,999.20 into the accounts listed below:

6080 \$147,324.15
6790 \$ 89,367.45

CLEARANCE

Tax Clearance Completed (Purchasing & Department)
 Business License Verified (Purchasing & Department)
 Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

ATTACHMENTS Award, Budgets

| | | |
|---------------|--|----------------------|
| REVIEW | Department Director: <i>Jean Peters Baker</i> | Date: <i>9/15/15</i> |
| | Finance (Budget Approval): <i>If applicable</i> <i>Mary Rasmussen</i> | Date: <i>9/18/15</i> |
| | Division Manager: <i>Mary Lou Brown</i> | Date: <i>9/22/15</i> |
| | County Counselor's Office: | Date: |

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 transfer and appropriation are available from the source indicated below.

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| | | |

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 18, 2015

ORD # 4781

| Department / Division | Character/Description | From | To |
|---------------------------------------|---------------------------------|---------|---------|
| Anti-Drug Sales Tax Fund - 008 | | | |
| 4177 - Sentenced to the Arts | 45749 - Increase Revenues | 137,999 | |
| 2810 | Undesignated Fund Balance | | 137,999 |
| 2810 | Undesignated Fund Balance | 137,999 | |
| 4156 - Pros Comm/Crim/Prevention | 56798 - Grant Match | 98,693 | |
| 4177 - Sentenced to the Arts | 56080 - Other Professional Svcs | | 147,324 |
| 4177 - Sentenced to the Arts | 56790 - Other Contractual Svcs | | 89,368 |
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| | | 236,692 | 236,692 |

Mary Rasmussen
Budgeting

Equipment Justification

If equipment is not included in the budget, put N/A or leave this section blank.

If equipment is included in the budget, provide justification for each item. Address why the item is needed, whether it is a replacement or an addition, who will use it, and how it will be used.

Supplies/Operations

| Item | Basis for Cost Estimate | Unit Cost | Quantity | % of Funding Requested | Total Cost | Local Match % | Local Match Share | Federal or State Share |
|------|-------------------------|-----------|----------|------------------------|------------|---------------|-------------------|------------------------|
| | | | | | \$0.00 | | \$0.00 | |

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are not included in the budget, put N/A or leave this section blank.

If supplies/operations are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Contractual

| Item | Basis for Cost Estimate | Unit Cost | Quantity | % of Funding Requested | Total Cost | Local Match % | Local Match Share | Federal or State Share |
|----------------------------------|-------------------------|-----------|----------|------------------------|--------------|---------------|-------------------|------------------------|
| ArtsTech | Hourly | \$15.00 | 933.33 | 88.65 | \$13,999.95 | 11.35 | \$1,588.99 | \$12,410.96 |
| Education & Therapeutic Services | Other | \$200.98 | 375.0 | 88.65 | \$75,367.50 | 11.35 | \$8,554.21 | \$66,813.29 |
| JABG Program Manager | Hourly | \$34.00 | 1950.0 | 88.65 | \$66,300.00 | 11.35 | \$7,525.05 | \$58,774.95 |
| | | | | | \$155,667.45 | | \$17,668.25 | \$137,999.20 |

Contractual Justification

Contractual Justification

If contractual or consultant services are not included in the budget, put N/A or leave this section blank.

If contractual or consultant services are included in the budget, provide justification for each expense. Address why each item is necessary for the proposed project and who will benefit from the services.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Budget Narrative - July 1, 2015 - September 30, 2016 (15 Months)

ArtsTech

"Sentenced to the Arts" Program (STTAP)

Fiscal Administrator, \$13,999.95

ArtsTech Descriptive Narrative of Responsibilities: The primary relationship between the program administrators and the artist will go through ArtsTech. ArtsTech will develop and implement via the Project Director, and Program Manager, the contracts with all agencies, artists, and vendors. ArtsTech will also act as the fiscal operators handling all payments associated with the education and therapeutic services of the STTAP program. The Executive Director of ArtsTech will meet weekly with Program Manager.

Specific Responsibilities:

- “ Assess Family Court and eligible schools/students needs, determining eligible participants for the year.
- “ Assist Program Manager in soliciting quality ?fine arts? and expressive therapy service providers.
- “ Develop contracts for the program artists providing services through STTAP.
- “ Schedule activities between service providers and target populations.
- “ Collect required data from program artists.
- “ Assist Program Manager in coordinating community service component as needed for adjudicated youth.
- “ Disburse funds to service providers and schools as per contractual arrangements.
- “ Secure independent financial audit for period ending June 30, 2016.
- “ Complete all required reports, providing them to the Program Manager monthly.
- “ Assist Program Manager in coordinating all performances and activities involving the STTAP youth.
- “ Report directly to Program Manager.
- “ Other duties as needed.

Educational and Therapeutic Services

\$75,367.50

For services provided through the "Sentenced to the Arts" program (STTAP). At least 375 adjudicated youth will be serviced throughout the year. Services include and are not limited to design, computer technology, photography, screen printing, musical lessons, drawing, choir, painting, ceramics, tile making, Brazilian Martial Arts Dance, expressive therapy components, mural making, poetry, African drumming and dance, music production and recording, acting, etc. The monies will be used to subcontract with various local artists to provide the program services within residential facilities, MyARTS art center, transition program, group homes, alternative schools, etc. Artists include but are not limited to, Reality Productions, Legacy, Brazilian Academy, Traditional Music Society, Storytellers, Inc., Art by the Yard, Hybrid Theatre etc. Program needs are flexible based on adjudicated youth, needs, and placement. In addition, monies will be used for quarterly meetings, supplies for programming, and the STTAP events.

JABG Program Manager

\$66,300.00

This contractual position reports directly to the Director of STTAP under the guidance of the Jackson County Prosecutor in collaboration with Jackson County Family Court. Duties include administering the coordinated enforcement team, completing all paperwork including budgets, reports, and grant renewal, overseeing all agreements/contracts and performing site visits. The Program Manager also plans, organizes, and supervises all events surrounding STTAP, assists the Director in all media correspondence and community relations. Direct communication with family court DJO's on treatment plans, acting as a liaison to the forms of government involved. The Program Manager will work with Family Court on identifying eligible program youth to transition back into the community through MyARTS.

Renovation/Construction

| Item | Basis for Cost Estimate | Total Cost | Local Match % | Local Match Share | Local Match Share Amount | Federal or State Share |
|------|-------------------------|------------|---------------|-------------------|--------------------------|------------------------|
| | | \$0.00 | | \$0.00 | | \$0.00 |

Renovation/Construction Justification

Renovation/Construction Justification

Total Budget

Total Budget

| | | |
|--------------------------------------|---------------------|---------------|
| Total Federal or State Share: | \$137,999.20 | 88.65% |
| | Total | Total |

| | | |
|---------------------------------|--------------------|---------------|
| Total Local Match Share: | \$17,668.25 | 11.35% |
| | Total | Total |

Total Budget Minus Renovation/Construction

| | | |
|-----------------------------------|---------------------|------------------|
| Total Federal/State Share: | \$137,999.20 | 88.65% |
| | Total Minus Reno | Total Minus Reno |

| | | |
|---------------------------------|--------------------|------------------|
| Total Local Match Share: | \$17,668.25 | 11.35% |
| | Total Minus Reno | Total Minus Reno |

Total Renovation/Construction Budget

| | | |
|-----------------------------------|---------------|-----------|
| Total Federal/State Share: | \$0.00 | 0% |
| | Reno | Reno |

| | | |
|---------------------------------|---------------|-----------|
| Total Local Match Share: | \$0.00 | 0% |
| | Reno | Reno |

Total Project Cost: \$155,667.45

Experience and Reliability

Experience and Reliability*

Provide a description that clearly establishes who is applying for funds. Summarize the services currently being provided by your agency. Do not include every issue the agency addresses, only those that may be impacted by this funding. Include the following:

- *background information about the community you serve;*
- *the geographic location/jurisdiction you plan to serve; and*
- *demographics of the population in the location/jurisdiction served by your agency.*

Provide examples of experiences that support your agency's ability to provide the proposed services. For example:

- *recent accomplishments;*
- *statistical data on youth served;*
- *related services provided by your agency; and*
- *other accomplishments.*

For all applicants, this section should clearly, but briefly, show the agency possesses the necessary skills, experience, and qualifications to achieve success if the proposal is funded.

**For Pass-Thru Applicants, include information about your coalition, its makeup, meeting dates, etc. Please refer to the JABG Funding Opportunity Guidelines for definitions regarding the types of applicants eligible for this funding.*

Experience and Reliability

The Jackson County Prosecutor's Office ? COMBAT (Community Backed Anti-Drug Tax) has invested the last sixteen years in reducing juvenile delinquency through the ?Sentenced to the Arts? Program (STTAP). STTAP was created and implemented to provide innovative art education and expressive therapy to adjudicated youth involved with the Jackson County, Missouri Family Court (JCFC). COMBAT is part of a unique collaboration with

Deana Bellamaganya
“Sentenced to the Arts” Program (STTP) – JABG Program Manager

Start Date:
July 1, 2015 – September 30, 2016
\$66,300

Contractual Position:

Expected Outcomes:

- Youth participate in a venue of their choice through STTAP
- Identify eligible youth to participate in the re-entry portion of STTAP resulting in a successful transition into the community.
- Well executed events involving STTAP program youth.
- Completed and timely expenditure reports.

Position Description/Duties:

Oversee all JABG projects for the Jackson County Prosecutor’s Office under the direction of the Anti-Drug Program Administrator

- STTAP & Re-Entry Program.
- Conduct two site visits per year on all programs, including communication with artists & various partners.
- Email expenditure reports and program reports monthly to Sarah in Finance.
- Plan events for programs including art shows and community service projects each year.
- Meet with ArtsTech regularly and address concerns and report outcomes to STTAP Director.
- Enforce & oversee re-entry of identified eligible program youth as part of their treatment plan. Weekly reports will be provided by STTAP Re-Entry Coordinator.
- Participation in COMBAT events.
- Maintain website.
- Responsible for graphic design work, such as flyers, brochures, etc.
- Attend yearly mandatory meetings in Jefferson City.
- Assist the STTAP Director with all media correspondence and community relations.
- Establish new and strengthen existing partnerships within the community to support the drug prevention efforts of the Jackson County Prosecutor’s Office through the arts.
- Communicate with JC Family Court DJO’s and other staff regarding re-entry.
- Other duties as needed.

Position involves traveling within the city to the program sites, which may fall during the day, in the evenings, or on weekends. There will be some traveling outside of the to occasional conferences, training, etc., which the County will be responsible for reimbursement of travel expenses.

DEANA BELLAMAGANYA
536 Olive Street
Kansas City, Missouri

Phone: (816) 985-0119
penelope.deana@gmail.com

Positioning Statement

My objective is to provide leadership and oversight in event planning, program development, design, delivery, and evaluation while ensuring that the organization's overall strategic goals are met.

Professional Highlights

Leadership

- Goal-driven leader who maintains a productive climate and confidently motivates, mobilizes, and coaches employees to meet high performance standards.
- Developing camaraderie and inclusion opportunities amongst the members.
- Taking over the challenging tasks and meeting crucial responsibilities.
- Effective in shifting in accountability with successful results.
- Able in supervising program quality while satisfying the demand of clients.
- Supervising and executing the program related tasks.
- Developing and instructing job-readiness training, concentrating on soft skills and effective resolutions for work related issues.

Communication

- Convene regular meetings to listen to opinions and sort out complications.
- Soft spoken, active and devoted towards the task assigned.
- Skilled in delivering creative presentations and developing positive relationships with students, artists, clients, and colleagues from diverse backgrounds and interests.
- Integrated communication through local, state, and federal resources to establish best practices for a program.
- Maintain confidentiality and protection of all youths in regards to media and interpersonal relationships with artists within the programs.
- Exceptional listener and communicator who effectively conveys information verbally and in writing.
- Proven relationship-builder with unsurpassed interpersonal skills.

Planning and Organization

- Monitored an entire art related program while bringing transitional change with a purview of maintaining program standard formulating innovative-productive ideas.
- Responsible for organizing and implementing an annual fundraiser consisting of a silent auction and raffle give away.
- In addition to the annual fundraiser with an attendance of 500+ people, events such as annual culminating events, professional luncheons, and gallery shows have been successfully created, planned and executed.
- Responsible for all promotional materials including but not limited to, save the date cards, invitations, event booklets, banners, posters, power-point presentations, email blasts, facebook event postings, and radio and television spots.
- Assisted in the construction of a site-specific project, building storage, and units for the art in the collection.
- Assisted in research of special areas for publication of Souls Grown Deep, a multi-volume manuscript promoting cultural awareness of African-American vernacular art.
- Organized a national recognized art collection.
- Assisted in preparing the Art History Proposal for the Interdisciplinary Ph.D. Program-UMKC.
- Co-created and maintained websites through ArtsTech.

- Currently connecting Metropolitan teens in small groups with professional urban artist/designers and young artist mentors to design, create, and sell art products. Fully equipped and staffed studios in five artistic venues: Visual Arts, Ceramics, Photography, Graphic Design, and Screen Printing. Through these studios teens and mentors collaborate on creative projects, many specifically commissioned by clients.
- Experience particularly in rigid monthly and annual reports. Process includes budget planning, financial position and future forecasting. Monitoring financial accountability through site visits, personal communication with the program artists and site administrators.
- Proactive response to critical financial issues/changes impacting program outcome and success.
- Dedicated to providing community development and outreach programs, with a comprehensive knowledge of local artists, art and community organizations.
- Apply management methodologies to identify the problems, and to perform all kinds of business tasks.

Skilled in:

- ◇ Project/Program Planning ◇ Photoshop ◇ PageMaker ◇ QuarkXpress
- ◇ Grant Writing ◇ InDesign ◇ Dreamweaver ◇ Flash
- ◇ Macintosh & IBM Proficiency ◇ Fireworks ◇ Illustrator ◇ Website Creation & Editing
- ◇ Basic Knowledge of HTML ◇ Fundraising ◇ Event Planning
- ◇ Extensive Knowledge of Microsoft Office (Word, Excel, PowerPoint, Access)

Professional Experience

Jackson County Prosecutor's Office – COMBAT Unit, Kansas City, Missouri 2004 - Present
Program Manager

Changing Lives through the Arts is an initiative of the COMBAT Unit (Community Backed Anti-Drug Tax) under the Jackson County Prosecutor's Office. The initiative is a three-phased program; phase one – "Sentenced to the Arts" Program (STTAP), phase two – the Internship Program, phase three – the MyARTS Program. The initiative is a collaborative endeavor with City of Kansas City, Missouri, Community-Anti Drug Tax (COMBAT), Jackson County Family Court, Full Employment Council (FEC) and ArtsTech (formerly Pan-Educational Institute).

The Sentenced to the Arts Program (STTAP) is for adjudicated youth, involving themselves in an arts therapeutic program and community service. STTAP is a cutting edge program, designed to reduce the recidivism of court-supervised juveniles by connecting them with an artist mentor. This program has received widespread national and local attention. STTAP is funded through a federal grant and Jackson County.

The Internship Program offers Jackson County at-risk youth the opportunity to work with individual artists or artistic organizations as paid interns. The youth have the opportunity to produce, display and profit from their work, and in the process learn the entrepreneurial knowledge required to succeed in the art and entertainment business world.

MyARTS is an art entrepreneurial program for at risk teens throughout Jackson County. This program is modeled after a program in Boston; Artists for Humanity, which has proven to be an established successful venue. The MyARTS program connects Metropolitan teens in small groups with professional urban artist/designers and young artist mentors to design, create, and sell art products. With fully equipped and staffed studios in five artistic venues: Visual Arts, Ceramics, Photography, Graphic Design, and Screen Printing, teens and mentors collaborate on creative projects, many specifically commissioned by clients.

ArtsTech (Formerly Pan-Educational Institute-PEI), Kansas City, Missouri
Project Manager

2000 - 2004

Changing Lives through the Arts is a three-phased project for adjudicated and at-risk youth, providing them with fine arts education, expressive arts therapy and arts related internship opportunities. Two of the three phases have been

Implemented; "Sentenced to the Arts" Program (STTAP) and the Internship Program. The initiative is a collaborative endeavor with City of Kansas City, Missouri, Community-Anti Drug Tax (COMBAT), Jackson County Family Court, Full Employment Council (FEC) and ArtsTech (formerly Pan-Educational Institute).

University of Missouri-Kansas City, Kansas City, Missouri

1998 – 2000

Graduate Research Assistant for Dr. Maude Southwell Wahlman, Global Arts Initiative, Department of Art and Art HistoryResponsibilities:

- Assisted Dr. Wahlman with various administrative duties, grant research, computer support and student relations.
- Provided teaching support for spring 1999 class – 315/497H in *Arts of Africa and the New World*. Duties included the grading of exams, projects, papers, maps, etc. Responsible for conducting classroom lectures in Dr. Wahlman's absence. Established and maintained an imagery study reference on Dr. Wahlman's website.
- Digital imagery for the enhancement of Dr. Wahlman's curriculum.
- Administrative duties included financial management, file system maintenance, curriculum preparedness, and general office organization.
- Assisted in preparing the Art History Proposal for the Interdisciplinary Ph.D. Program.
- Created, edited and maintained website for Global Arts.
- Assisted with preparing grant proposals for National Endowment for the Humanities for research on Secret Symbols of The Underground Railroad.

Educational Background

University of Missouri-Kansas
Kansas City, Missouri

M.A. Art History Candidate; Emphasis in African-American Art, 1998 - 2003
All course work and written exams completed.

Fort Hays State University
Hays, Kansas

B.A. Visual Art; Emphasis in Painting and Ceramics. 1996
B.A. Communications; Emphasis in Telecommunications, 1995

Central State University
Edmond, Oklahoma
Worked towards B.A. in Telecommunications, 1987 - 1989

Carl Albert State College
Associate Degree in Arts and Science, 1987

Professional and Community Activities

2006 Taking care of Kansas City – Taking Care of Our Own

Taking Care of Kansas City; with guidance from the Division of Youth Services, diverted their attention to a group of young people who by societies' standards are too old to be adopted, only to be left alone facing a world of uncertainty.

2005 Taking care of Kansas City – Celebrating Christmas in KC

Taking Care of Kansas City focused their attention on Kansas City's newest residents, the victims that have relocated due to the massive destruction from Hurricanes Katrina and Rita. This endeavor included a Christmas celebration involving an evening of entertainment, food, distribution of gifts, and resources that will guide them in their transition.

2003-2004 Taking care of Kansas City – Supporting Our Troops

In 2004, Taking Care of Kansas City decided to provide our military troops with a little bit of home, giving them something to look forward to during the Christmas Season. The task force took care of mailing these gifts to our troops in time for Christmas.

2002 Taking care of Kansas City – Celebrating Seniors

A collaborative effort in providing senior citizens with a Christmas celebration. This endeavor included a dinner celebration, including an evening with entertainment and distribution of gifts. Gifts, food, and money were donated from organizations and individuals throughout Kansas City.

2001 Taking Care of Kansas City – Toy Drive

In 2001, the Taking Care of Kansas City task force was created. The first project was a collaborative effort in providing Christmas Gifts for the people of Kansas City who lost their jobs due to the September 11th tragedy.

2001 – 2002 Board Member for aha! Dance Theatre Company

1999 Special Research Project in Georgia and Alabama

Assisted in research of special areas for publication of Souls Grown Deep, a multi-volume manuscript promoting cultural awareness of African-American vernacular art.

1998 – 1999 Society for Contemporary Photography, Kansas City, Missouri

1995 Hays Arts council Gallery Walk Exhibition

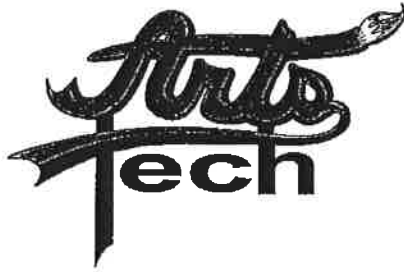
1995 Seven Degrees Group Exhibition

1995 Summer Student Exhibition

Awards Received

Recognition from Jackson County Legislators for 2008 MyARTS Annual Fundraiser.

Recognition from Jackson County Legislators for the 2002 "Taking Care of Kansas City – Toy Drive."



A CENTER FOR YOUTH ENTERPRISE

**Service Agreement between COMBAT & ArtsTech
to Administer and Coordinate the "Sentenced to the Arts" Project
July 1, 2015 – September 30, 2016**

ArtsTech is pleased to be part of the "Sentenced to the Arts" Project (STTAP), which is part of the KC Futures 150 initiative to create a seamless art service delivery system for adjudicated and at-risk youth. ArtsTech will perform all duties as outlined in this agreement. Expected STTAP administrative/coordination duties are:

- ◆ Determine actual target population – adjudicated youth is the top priority
- ◆ Assess Family Court and eligible schools/students needs
- ◆ Develop a "menu" of needed art and expressive therapy services
- ◆ Create efficient and equitable delivery of service mechanism
- ◆ Solicit and contract with quality "fine arts" and expressive therapy service providers
- ◆ Schedule activities between service providers and target populations
- ◆ Serve as special liaison/coordinator for Jackson County Family Court
- ◆ Coordinate data collection activities with evaluators and providers
- ◆ Coordinate community service component as needed for adjudicated youth
- ◆ Disburse funds to service providers and schools as per contractual arrangements
- ◆ Secure independent financial audit for periods ending June 30, 2015 and 2016
- ◆ Complete all required reports, especially COMBAT administrative requirements
- ◆ Other duties as needed

ArtsTech is prepared to administer duties required to successfully complete this project. This contract period begins July 1, 2015 and ends September 30, 2015. Of the \$81,024.15 Year XVIII STTAP funds, \$5,000 is for ArtsTech's administrative and coordination fee. These funds are through the Jackson County Prosecutor's Office - COMBAT

Thank you for the opportunity to be of service. I look forward to our continued partnership.

Signed:

David J. Sullivan
Executive Director
ArtsTech – A Center for Youth Enterprise

September 2, 2015

Date

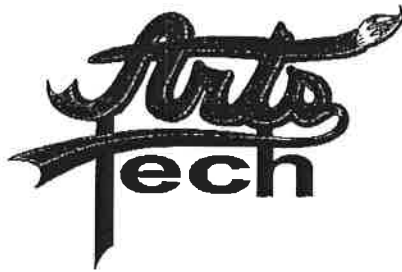
Jean Peters Baker
Prosecuting Attorney
Jackson County, Missouri

STTAP Year XVIII COMBAT Additional Match Budget

| REVENUE | Amount | # of Youth | Notes |
|--|---------------------|------------|---|
| DPS/Regular COMBAT Match | 81,024.15 | | Year XVIII COMBAT Additional Allocation - July 1, 2015 - September 30, 2016 |
| Total | \$ 81,024.15 | | |
| EXPENSES | | | |
| ArtsTech | \$ 5,000.00 | | Year XVIII Administrative, Coordination, and Development |
| MyARTS Transition | | | |
| Ceramics Artist/Mentor - Downtown | \$ 4,000.00 | 15 | Machiko Erhard - 200 additional hours @ MyARTS East (averages 20 hours per week for 10 weeks) |
| Photography Artist/Mentor - MyARTS East | \$ 8,500.00 | 15 | Photographer - 360 Hours @ MyARTS East (averages 20 hours per week for 36 weeks) |
| Graphic Design Artist/Mentor - MyARTS East | \$ 8,500.00 | 15 | Jessica Molina - 375 Hours @ MyARTS East (averages 24 hours per week for 26 weeks) |
| Silk Screen Artist/Mentor | \$ 17,500.00 | 10 | Natale Collar - 875 Hours @ MyARTS East (averages 30 hours per week for 26 weeks and special |

STTAP Year XVIII COMBAT Additional Match Budget

| | | | | |
|-------------------------------|----|------------------|------------|--|
| Ceramic Art Artist/Mentor | \$ | 8,500.00 | 15 | Lance Wegner - 425 Hours @ MyARTS East (averages 21.25 hours per week for 20 weeks) |
| JCFC Group Homes | | | | |
| ASSET/Sanctions Area | \$ | 3,300.00 | 30 | Three (3) EQUIP Sessions - 10-week sessions - Thursdays; Creative Works - Amanda Hashagen @ ArtsTech |
| Areas II & III | | | | |
| Storytellers - Visual Art | \$ | 6,375.00 | 25 | Mondays and Thursdays, 4:30PM - 7:00PM @ ArtsTech |
| Donaldson Area Youth | \$ | 1,725.00 | 7 | Ceramics @ ArtsTech - Tuesdays - Noon to 1:00PM - Day Reporting |
| ASSET/Sanctions - MyARTS East | \$ | 2,000.00 | 10 | Mondays, 7:00PM - 8:30PM |
| Independence Youth Court | \$ | 2,000.00 | 100 | Saturdays, Once a month @ MyARTS East |
| Girls Group - ArtsTech | \$ | 1,000.00 | 13 | |
| Special Projects | \$ | 1,800.00 | 35 | Gallery Shows; Exhibits |
| Hiltop Residential Facility | \$ | 1,875.00 | 30 | Music appreciation |
| | \$ | 800.00 | 6 | Classes at ArtsTech |
| Equipment and Supplies | \$ | 8,149.15 | | Art supplies, minor equipment, and software upgrades |
| Totals | \$ | 81,024.15 | 326 | Total number of youth served |
| Over/Under Funds | \$ | - | | |



A CENTER FOR YOUTH ENTERPRISE

Service Agreement between COMBAT & ArtsTech
to Administer and Coordinate the "Sentenced to the Arts" Project
July 1, 2015 – September 30, 2016

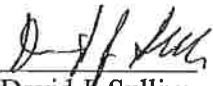
ArtsTech is pleased to be part of the "Sentenced to the Arts" Project (STTAP), which is part of the KC Futures 150 initiative to create a seamless art service delivery system for adjudicated and at-risk youth. ArtsTech will perform all duties as outlined in this agreement. Expected STTAP administrative/coordination duties are:

- ◆ Determine actual target population – adjudicated youth is the top priority
- ◆ Assess Family Court and eligible schools/students needs
- ◆ Develop a "menu" of needed art and expressive therapy services
- ◆ Create efficient and equitable delivery of service mechanism
- ◆ Solicit and contract with quality "fine arts" and expressive therapy service providers
- ◆ Schedule activities between service providers and target populations
- ◆ Serve as special liaison/coordinator for Jackson County Family Court
- ◆ Coordinate data collection activities with evaluators and providers
- ◆ Coordinate community service component as needed for adjudicated youth
- ◆ Disburse funds to service providers and schools as per contractual arrangements
- ◆ Secure independent financial audit for periods ending June 30, 2015 and 2016
- ◆ Complete all required reports, especially COMBAT administrative requirements
- ◆ Other duties as needed

ArtsTech is prepared to administer duties required to successfully complete this project. This contract period begins July 1, 2015 and ends September 30, 2016. Of the \$89,367.45 Year XVIII STTAP funds, \$14,000 is for ArtsTech's administrative and coordination fee. These funds are through the Missouri Department of Public Safety and Jackson County Prosecutor's Office - COMBAT.

Thank you for the opportunity to be of service. I look forward to our continued partnership.

Signed:


David J. Sullivan
Executive Director
ArtsTech – A Center for Youth Enterprise

September 2, 2015
Date

Jackson County, Missouri

STTAP Year XVIII DPS and Local COMBAT Match Budget

| REVENUE | Amount | # of Youth | Notes |
|--|---------------------|------------|---|
| DPS/Regular COMBAT Match | 89,367.45 | | Year XVIII Allocation - July 1, 2015 - September 30, 2016 |
| Total | \$ 89,367.45 | | |
| EXPENSES | | | |
| ArtsTech | \$ 14,000.00 | | Year XVIII Administrative, Coordination, and Development |
| MyARTS Transition | | | |
| Ceramics Artist/Mentor - Downtown | \$ 14,400.00 | 15 | Machiko Erhard - 720 Hours @ MyARTS East (averages 20 hours per week for 36 weeks) |
| Photography Artist/Mentor - MyARTS East | \$ 7,200.00 | 15 | Photographer - 360 Hours @ MyARTS East (averages 20 hours per week for 36 weeks) |
| Graphic Design Artist/Mentor - MyARTS East | \$ 7,500.00 | 15 | Jessica - 375 Hours @ MyARTS East (averages 24 hours per week for 26 weeks) |
| Silk Screen Artist/Mentor | \$ 12,500.00 | 10 | Natale Collar - 625 Hours @ MyARTS East (averages 24 hours per week for 26 weeks) |
| Ceramic Artist/Mentor | \$ 8,500.00 | 15 | Lance Wegner - 425 Hours @ MyARTS East (averages 21.25 hours per week for 20 weeks) |

STTAP Year XVIII DPS and Local COMBAT Match Budget

| | | | | | |
|-------------------------------|----|------------------|------------|--|--|
| JCFC Group Homes | | | | | |
| ASSET/Sanctions Area | \$ | 3,300.00 | 30 | Three (3) EQUIP Sessions - 10-week sessions - Thursdays; Creative Works - Amanda Hashagen @ ArtsTech | |
| Areas II & III | | | | | |
| Storytellers - Visual Art | \$ | 6,375.00 | 25 | Mondays and Thursdays, 4:30PM - 7:00PM @ ArtsTech | |
| Donaldson Area Youth | \$ | 1,725.00 | 7 | Ceramics @ ArtsTech - Tuesdays - Noon to 1:00PM - Day Reporting | |
| ASSET/Sanctions - MyARTS East | \$ | 2,000.00 | 10 | Mondays, 7:00PM - 8:30PM | |
| Independence Youth Court | \$ | 2,000.00 | 100 | Saturdays, Once a month @ MyARTS East | |
| Girls Group - ArtsTech | \$ | 1,000.00 | 13 | | |
| Special Projects | \$ | 1,800.00 | 35 | Gallery Shows; Exhibits | |
| Hiltop Residential Facility | \$ | 1,875.00 | 30 | Capoeira - Brazil Academy | |
| Cigar Box Guitior Lessons | \$ | 800.00 | 6 | Classes at ArtsTech | |
| Equipment and Supplies | \$ | 4,392.45 | | Art supplies, minor equipment, and software upgrades | |
| Totals | \$ | 89,367.45 | 326 | Total number of youth served | |
| Over/Under Funds | \$ | - | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

DAVID J. SULLIVAN
725 Winterhill Lane, Lee's Summit, MO 64081
Telephone: Home- (816) 524-4842 Office-(816) 461-0201
Email address: davesullivan@artstech-kc.org

PROFESSIONAL OBJECTIVE

To have a positive professional and personal influence on as many members of my community as possible. I plan to achieve this goal through my work in non-profit administration, policy development, urban leadership, and community involvement.

EDUCATIONAL BACKGROUND

| | |
|--|--|
| University of Missouri- Kansas City | Interdisciplinary Ph.D. Candidate Urban Leadership/Public Affairs and Administration -All coursework and written exams completed |
| University of Wisconsin- Whitewater | M.S. - May 1977 Guidance and Counseling |
| University of Wisconsin- Whitewater | B.S. - August 1974 Psychology |

PROFESSIONAL EXPERIENCE

| | |
|---------------------------|--|
| Executive Director | ArtsTech (formerly Pan-Educational Institute) 1998 – Present 1522 Holmes Street, Kansas City, Missouri 64108-1536 |
|---------------------------|--|

Responsibilities

- ◆ Lead and direct personnel, finances, program development, and board relations. From 1998 – 2000, I was also the interim executive director for the Alternative Schools Network Association (ASNA) and Move UP, Inc. (Move Up is the merged organization between Ad Hoc Group Against Crime and Project Neighborhood). Both organizations now have permanent directors.
- ◆ Direct ArtsTech, a center for youth enterprise. ArtsTech houses and works collaboratively with COMBAT'S MyARTS program, NoVA, Storytellers, Mayor's Nights Club KC initiative, Digital Connectors Intergenerational Project, Splash Mob, and other youth development agencies.
- ◆ Project Director, Arts in Education Model Development and Dissemination grant – a 3-year initiative to design, implement, and disseminate integrated art model for middle schools
- ◆ Administer the "Sentenced to the Arts" Project and the KC Futures 150 Internship Program. These initiatives are a collaborative venture among the City of KCMO, the Jackson County Prosecutor's Office – COMBAT, Jackson County Family Court, Full Employment Council, Alternative Schools Network Association, and Pan-Educational Institute.
- ◆ Led the expansion of the Computer Redistribution Program that distributes refurbished computer equipment to individuals with disabilities, senior citizens, at-risk youth, and

organizations that serve this special population. Since 1999, PEI went from distributing 150 computers a year to 300+ in 2014.

- ◆ Act as Director of Operations: Assist with contracting, scheduling, data gathering and reporting with MyArts.
- ◆ Facilitated the creation of a new alternative school for juvenile offenders in Wyandotte County, Kansas. The Transition Resource Education Center is in its first year of operation.

Associate Director DeLaSalle Education Center 1993 to 1998

Responsibilities:

- ◆ Director, New Learning Community School (NLCS), June 1994 -December 1997. NLCS was a public/private venture among nine public school districts and DeLaSalle. Responsibilities included fund raising, budgeting, program evaluation and expansion, facility management, hiring of principal, and governance board development.
- ◆ Directed four (4) collaborative ventures that includes the following partners: Alta Vista Education Center, Guadalupe Center, Inc., Bosco Education Center, Kansas City Missouri School District, Jackson County Family Court, Detention School, Hilltop School, and the Lee's Summit School District.
- ◆ Directed DeLaSalle's National Center for Children At-Risk training program. Lead consultant for Helena-West Helena School District in Arkansas. Consultant areas include teacher training, strategic planning, and operations management.
- ◆ Coordinated development of Northtown Consortium; a new school for severely disruptive students. Phoenix Academy began in 1997.
- ◆ Consultant to Independence School District to develop and manage alternative high school on their Andrew Drumm Farm campus.

Principal DeLaSalle Education Center 1988-1993

Responsibilities:

- ◆ Directed 500+ student population, 3+ million dollar budget, 85+ staff, three school sites, and two group homes.
- ◆ Managed school's discipline policies and procedures
- ◆ Oversaw school's maintenance and capital improvements
- ◆ Provided oversight of school's accreditation and compliance requirements
- ◆ Administered Comprehensive Substance Abuse Treatment and Rehabilitation Program (C-STAR)

Accomplishments: As part of The DeLaSalle Team:

- ◆ Student enrollment expanded 300% from 1988 through 1993
- ◆ Most graduates - 1992 and 1993
- ◆ National Community Substance Abuse Award -1993
- ◆ National Job Training Partnership Act Award - 1988

**Administrator,
School Operations/Counselor**

DeLaSalle Education Center

1977-1988

Responsibilities:

- ◆ Developed, implemented, and administered comprehensive counseling and social service programs which included substance abuse and homicide/suicide prevention programs.
- ◆ Administered Job Training Partnership Act Grant
- ◆ Administered Vocational Rehabilitation Program
- ◆ Supervision and evaluation of professional staff

Adjunct Instructor

Kansas City, KS Community College,

Summer 1989

**PROFESSIONAL WRITINGS, PRESENTATIONS, MEMBERSHIPS and
AWARDS**

- ◆ 2015 Downtown Council of Kansas City Urban Hero awardee
- ◆ 2014 Art Asylum award nominee
- ◆ Panelist – NETWORK Conference – October 2007
- ◆ 1999 – 2006 – Board Member, Niles Home For Children
- ◆ 2001 – Present – Board Member, Our Lady's Montessori School
- ◆ 2002 – COMBAT Distinguished Service Award
- ◆ Move Up's Outstanding Service Award Recipient
- ◆ 1996 Up and Comer Award recipient
- ◆ Kansas City Tomorrow Alumnus -- Year XV
- ◆ 1996 National Dropout Prevention Conference, Presenter
- ◆ 1995 Commencement Speaker, Andrew Drumm High School
- ◆ 1995 Commencement Speaker, Alta Vista Education Center
- ◆ National Juvenile Justice Conference, Richmond, KY - Presenter Effective Schools Research and "The DeLaSalle Education Center Model" September 1992
- ◆ State of Wisconsin, Education Conference - Keynote Speaker - January 1992
- ◆ The 38th Annual National Conference On Alcohol and Drug Problems: "A Predictor of Homicidal/Suicidal Tendencies"
- ◆ "The DeLaSalle Program" presented at the First National Conference On Alcohol and Drug Abuse, Washington, DC - August 1986
- ◆ Developed Sullivan Comprehensive Abuse Screening Inventory - 1988
- ◆ Selected Missouri Federation of Parents for Drug Free Youth 1988 Conference Chairperson
- ◆ Community Service Award - Boy Scouts of America -1987
- ◆ Community Service Award - National Council On Alcoholism and Drug Abuse, 1977
- ◆ Interviewed by NBC Nightly News with Tom Brokaw, New York Times, and USA Today
- ◆ Project Neighborhood, Executive Member of the Board of Directors, 1990 - 1999, Chairperson Prevention Committee, Treasurer

- ◆ The School Community Drug Abuse Prevention/Health Education Council, Member 1987 to 1992 - Vice Chairman 1990 - 1992
- ◆ Kansas City Task Force On Drug Abuse, Member 1986 to 1991
- ◆ Western Missouri Mental Health Center, Advisory Board Member- 1982 to 1988, Chairman - 1983 to 1985

References

Mr. Jim Pyle, Pension Systems Manager
Kansas City Missouri Police Retirement System
1328 Agnes
Kansas City, Missouri 64127
Tel. # 816-482-8157

Mr. Robert Dunn, Vice President
Dunn Construction Group
929 Holmes
Tel. # 816-391-2521

Mr. Carl DiCapo, Past-President
Liberty Memorial Association
Union Station
Kansas City, Missouri 64108
Tel. # 816 456-2343



Missouri Department of Public Safety
Office of the Director

PO Box 749
Jefferson City, MO 65102
573/751-4905
www.dps.mo.gov

AWARD OF CONTRACT

Contractor Name:

Jackson County Prosecutor's Office

Project Title:

Jackson County-Sentenced to the Arts (STTAP)

Contract Period:

FROM: 7/1/2015 TO: 09/30/2016

State Funds Awarded:

\$137,999.20

Contract Number:

2013-JABG-LG-001

Award is hereby made in the amount and for the period shown above to the above mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

Authorized Official Signature:

Mike Sanders

Date

Project Director Signature:

Angela Gravino
Angela Gravino

9-1-15

Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the director of the Department of Public Safety.

Director, Missouri Department of Public Safety

Award Date



**MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION
JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG)**



2015 CERTIFIED ASSURANCES

| | | | |
|-------------------------|--|-------------------------|------------------|
| Contractor Name: | Jackson County Prosecutor's Office | Contract Number: | 2013-JABG-LG-001 |
| Project Title: | Jackson County-Sentenced to the Arts (STTAP) | | |

The Contractor hereby assures and certifies compliance with all the following certified assurances:

General:

1. The Contractor assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the JABG Solicitation, the DPS Financial and Administrative Guide, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); 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(b)); the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations), and other applicable federal and state laws, orders, circulars, or regulations.
2. **Compliance Training:** As a recipient of federal or state monies, the Contractor is required to attend the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, contract changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
3. **Non-Supplanting:** The Contractor assures that federal and/or state grant funds made available under this contract will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
4. **Change in Personnel:** The Contractor agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.

5. **Contract Adjustments:** The Contractor understands that any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Contractor but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a Contract Adjustment via WebGrants.
6. **Monitoring:** The Contractor agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Contractor assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Contractor assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
7. **Criminal Activity/False Statements:** The Contractor assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

The Contractor shall not make false statements or claims in connection with any Office of Justice Programs or DPS state funded grant. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contract, and/or other remedy by law. The Contractor must promptly refer to the Department of Justice, Office of Inspector General and/or the Missouri DPS any credible evidence that a principal, employee, agent, Contractor, Contractor, sub-Contractor, 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

For recipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the OIG and DPS by mail at:

Office of Inspector General
Office of Justice Programs and Investigations Div.
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530

Missouri Department of Public Safety
Office of the Director
Attention: Juvenile Justice Program Manager
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

For recipients of state grant funding, potential fraud, waste, abuse, or misconduct must be reported to the DPS by mail at the above noted address.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Lobbying:** The Contractor understands and agrees that 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,

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and Contractors.

The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or Contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

9. **Fair Labor Standards Act:** All recipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

10. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Contractor assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

11. **Relationship:** The Contractor agrees that they will represent themselves to be an independent Contractor offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
12. **Injury and Damage:** In the event of any injury or damage as a result of the Contractor's performance under the contract, the Contractor agrees to save the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, from every expense,

liability or payment arising out of such negligent act. The Contractor also agrees to hold the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any sub-contractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

13. **Uniform Crime Reporting (UCR)**: The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the contract period.
14. **Racial Profiling**: The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the contract period.
15. **Federal Equitable Sharing Funds**: The Contractor assures that its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
16. **Custodial Interrogations**: The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
17. **DWI Law**: The Contractor assures that its law enforcement agency is in full compliance with the state provisions of Section 577.005 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
18. **Texting While Driving**: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Contractor 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.
19. **Drug-Free Workplace Act of 1988**: The Contractor assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
20. **ACORN**: Contractors understand and agree that It cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
21. **Renewal**: An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in

the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

22. **High-Risk-Grantee:** The contractor agrees to comply with any additional requirements that may be imposed during the grant performance period of the contractor has been determined a high-risk grantee. Cf 28 C.F.R. parts 66, 70.

Civil Rights:

1. **Enforcing Civil Rights Laws:** The Contractor acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
2. **Discrimination:** The Contractor acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
3. **Limited English Proficiency (LEP):** The Contractor assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against national Origin Discrimination Affecting Limited English Persons*, 67 Fed. Reg. 41455 (June 18, 2012) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). 'Meaningful access' will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <http://www.lep.gov>.
4. **Equal Employment Opportunity Plan (EEOP):** The Contractor agrees to comply with the applicable requirements of 28 C.F.R. pt 42, subpt. E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Contractor will maintain an EEOP if the recipient (1) is a state or local government agency or any business; and (2) has 50 or more employees; and (3) receives a single award of \$25,000 or more. The Contractor that is required to maintain an EEOP must submit an EEOP Utilization Report to DOJ's Office for Civil Rights (OCR), Office of Justice Programs, if it receives a single award of \$500,000 or more. The EEOP Utilization Report can be found at <http://ojp.gov/about/ocr/eeop.htm>.

All Contractors, irrespective of their EEOP obligations, must complete the EEOP Certification Form, in which the recipient declares its satisfaction of its obligations. The Certification Form can be found at <http://ojp.gov/about/ocr/pdfs/cert.pdf>.
5. **Finding of Discrimination:** The Contractor assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the Contractor will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs.

6. **Unlawful Employment Practices:** The Contractor assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
7. **Discrimination in Public Accommodations:** The Contractor assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
8. **Faith-based Organizations:** The grantee 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 grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice 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 the Department of Justice 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, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

Financial:

1. **Fund Availability:** The Contractor understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
3. **Financial Guide:** The Contractor agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide which can be found at <http://www.ojp.usdoj.gov/financialguide/index.htm>.
4. **Allowable Costs:** The Contractor understands that only allowable and approved contract expenditures will be reimbursed under this contract. These monies may not be utilized to pay debts incurred by other activities. The Contractor agrees to obligate funds no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Contractor shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Contractor certifies that all expendable and non-expendable property purchased with JABG funds under this contract shall be used for juvenile justice and delinquency purposes only.

5. **Financial Reporting Requirements:** The Contractor agrees to complete and submit any financial reports required for this program as outlined in the JABG Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
6. **Project Income:** The Contractor agrees to account for project income/federal forfeitures generated by the activities of this contract, and shall report receipts and expenditures of this income on the monthly Claim report. The Contractor understands that all project income generated as a result of this contract shall be expended during the life of the contract.
7. **Procurement:** The Contractor assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Contractor assures that all procurement transactions will meet the minimum standards set forth in the *Financial and Administrative Guidelines* section of the JABG solicitation and identified here:
 - A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - B. Purchases (not unit cost) totaling less than \$3,000 may be purchased with prudence on the open market.
 - C. Purchases (not unit cost) estimated to cost between \$3,000 but less than \$24,999, shall be competitively bid, but need not be solicited by mail or advertisement.
 - D. Purchases (not unit cost) with an estimated expenditure of \$25,000 or over shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - i. Sole source procurement by a unit of government on amounts greater than \$3,000 requires prior approval from the Missouri Department of Public Safety.
 - ii. Sole source procurement of items costing \$100,000 or more requires prior approval from the U.S. Department of Justice, which must be obtained by the Missouri Department of Public Safety.
8. **Buy American:** The Contractor acknowledges Sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American mandate in Section 34.353 RSMo are met.
9. **Buy Missouri:** The Contractor also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
10. **Debarment:** This certification is required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Contractor certifies that it and its principles:

- 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
11. **Audit:** The Contractor agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This guidance states that non-federal entities that expend \$500,000 or more in federal funds (from all sources including pass-through sub-awards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of as further described in the OJP Financial Guide, Chapter 3.19, Audit Requirements. The Contractor assures it shall submit a copy of the financial audit report to the Missouri Department of Public Safety if they have met or exceeded this federal threshold.
12. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.
- In the event that the Missouri Department of Public Safety determines that a Contractor is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable regulations, the Missouri Department of Public Safety may permanently or temporarily terminate the contract. If this occurs, the Contractor has the right to an appeal hearing. In the event a contract is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the contract funds remaining or an amount equal to the portion of the contract funds wrongfully used.
13. **Enforceability:** If a Contractor fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
14. **Compensation:** The Contractor understands that funds may not be used to pay cash compensation (salary plus bonuses) to any employee of this grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. The Contractor understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

Programmatic:

1. **Time Records Requirement:** The Contractor assures that, all project personnel funded through this contract will maintain signed timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to the Missouri Department of Public Safety personnel upon request.
2. **Criminal Intelligence Systems:** The Contractor agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.
3. **Duplication of Networks:** The Contractor assures that all equipment/software requested and purchased under this contract application must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.
4. **Coordination of activities:** The Contractor shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
5. **Data Collection:** The Contractor assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice, Office of Justice Programs or the Office of Juvenile Justice and Delinquency Prevention. In addition to information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Missouri Department of Public Safety.
6. **Access to Records:** The Contractor authorizes the Missouri Department of Public Safety and/or the Office of Juvenile Justice and Delinquency Prevention and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to the JABG grant.
7. **Confidentiality of Research Information:** The Contractor assures that except as otherwise provided by federal law, they shall not use or reveal any research or statistical information furnished under this program by any person identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with the Missouri Department of Public Safety, Juvenile Justice Unit. Such information, and any copy of such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding.

8. **Printed Materials:** All materials and publications (written, visual, or audio) resulting from award activities shall contain the following statements: "This project was supported by funding provided by the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention Juvenile Accountability Block Grant Program administered by the Missouri Department of Public Safety, Office of the Director." The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Missouri Department of Public Safety, Office of the Director or the Department of Justice Programs.
9. **Minimization of Conference Costs:** The contractor agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

Food and Beverage Costs: OJP may make exceptions to the general prohibition on using OJP funding for food and beverages but will do so only in rare cases where food and beverages are not otherwise available (e.g., in extremely remote areas); the size of the event and capacity of nearby food and beverage vendors would make it impractical to not provide food and beverages; or a special presentation at a conference requires a plenary address where conference participants have no other time to obtain food and beverages. Any such request for an exception must be submitted by the Missouri Department of Public Safety for the required OJP prior written approval. The restriction on food and beverages does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not affect direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

The provision of food and/or beverages to youth as part of programmatic activity is not subject to the above restriction because such activity does not fall within the definition of a conference, training, or meeting.

10. **Training and Training Material:** The contractor understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
11. **Duplication of Funding:** The contractor agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the Missouri Department of Public Safety's grant contact for this award, and, if so requested by DPS, seek a budget-modification or change-of-project-scope contract adjustment request to eliminate any inappropriate duplication of funding.

12. **Student Financial Assistance:** The contractor understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or the parents or legal guardians of such students.
13. **Network Security:** The contractor understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
14. **JJDP ACT Compliance:** The contractor agrees to comply with all Juvenile Accountability Block Grant (JABG) requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the Certified Assurances; and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with the above.
15. **Confidentiality/Privacy Requirements:** The contractor agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Contractor 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.
16. **Federal Acquisition Regulation:** The contractor acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The contractor acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the contractor (and of each sub contractor, if applicable) to ensure that this condition is included in any subaward under this award.

The contractor has the responsibility to obtain from sub recipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the contractor's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the DPS grant project contact to be forwarded to the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

17. **Human Research Subjects:** Grantee agrees, as a condition of award approval, to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board approval, if appropriate.
18. **Website Statements:** Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

The Contractor hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

Authorized Official

DATE

Angela Corawia 4-1-15

Project Director DATE