

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:

~~Res~~Ord No.: 4829

Sponsor(s): Alfred Jordan

Date: February 29, 2016

<b>SUBJECT</b>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Ordinance transferring and appropriating funds for the acceptance of the Prosecution of Sexual Assault Grant awarded to Jackson County.</u></p>																														
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$294,455.20</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$294,455.20</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> </table> <p>Source of funding (name of fund) and account code number;</p> <table style="width:100%;"> <tr> <td style="width:55%;"><b>FROM</b></td> <td style="width:45%; text-align: right;"><b>FROM ACCT</b></td> </tr> <tr> <td>010 - Grant Fund; 2810 - Undesignated Fund Balance</td> <td style="text-align: right;">\$84,185.10</td> </tr> <tr> <td><b>FROM</b></td> <td style="text-align: right;">\$210,270.10</td> </tr> <tr> <td>001 - General Fund; 4101, Prosecuting Attorney Criminal Prosecution; 56798 - Grant Match</td> <td></td> </tr> <tr> <td><b>TO</b></td> <td style="text-align: right;"><b>TO ACCT</b></td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55010 - Regular Salary</td> <td style="text-align: right;">\$200,352.66</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55040 - FICA</td> <td style="text-align: right;">\$15,326.98</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55050 - Pension</td> <td style="text-align: right;">\$23,317.64</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55060 - Insurance</td> <td style="text-align: right;">\$53,029.92</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 56140 - Travel</td> <td style="text-align: right;">\$1,428.00</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 56750 - Education Benefits</td> <td style="text-align: right;">\$1,000.00</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)</p> <p><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): _____</p> <p>Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$294,455.20	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$294,455.20	Amount budgeted for this item * (including transfers):	\$	<b>FROM</b>	<b>FROM ACCT</b>	010 - Grant Fund; 2810 - Undesignated Fund Balance	\$84,185.10	<b>FROM</b>	\$210,270.10	001 - General Fund; 4101, Prosecuting Attorney Criminal Prosecution; 56798 - Grant Match		<b>TO</b>	<b>TO ACCT</b>	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55010 - Regular Salary	\$200,352.66	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55040 - FICA	\$15,326.98	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55050 - Pension	\$23,317.64	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55060 - Insurance	\$53,029.92	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 56140 - Travel	\$1,428.00	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 56750 - Education Benefits	\$1,000.00
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PRIOR LEGISLATION	Prior ordinances and (date): Ordinance 4611 3/14													
	Prior resolutions and (date):													
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Gina Robinson, Chief of Operations 881-3369													
REQUEST SUMMARY	<p>Requesting an ordinance accepting the Prosecution of Sexual Assault Grant awarded to Jackson County by the Missouri Department of Public Safety for the partial funding for three assistant prosecutors and travel. The total award amount for this two year grant is \$84,185.10. To complete the first year of the project, the Prosecutor's Office will provide an additional \$210,270.10 to pay for the unfunded portions of encumbants and travel.</p> <p>The term of this grant is 1/1/16 through 12/31/17.</p> <p>Please appropriate \$84,185.10 from 010-2810 (grant fund – undesignated fund balance) and transfer \$210,270.10 from 001-4101-56798 (general fund-prosecuting attorney criminal prosecution-grant match) into the following accounts:</p> <table> <tr><td>55010 Salary</td><td>200,352.66</td></tr> <tr><td>55040 FICA</td><td>15,326.98</td></tr> <tr><td>55050 Pension</td><td>23,317.64</td></tr> <tr><td>55060 Insurance</td><td>53,029.92</td></tr> <tr><td>56140 Travel</td><td>1,428.00</td></tr> <tr><td>56750 Education</td><td>1,000.00</td></tr> </table>		55010 Salary	200,352.66	55040 FICA	15,326.98	55050 Pension	23,317.64	55060 Insurance	53,029.92	56140 Travel	1,428.00	56750 Education	1,000.00
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56750 Education	1,000.00													
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)													
ATTACHMENTS	Award, budget													
REVIEW	Department Director: <i>Juan Pizarro Baker</i>	Date: <i>2/18/16</i>												
	Finance (Budget Approval): <i>[Signature]</i> If applicable	Date: <i>2/19/16</i>												
	Division Manager: <i>Marylou Brown</i>	Date: <i>2/24/16</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: February 19, 2016

ORD # 4829

Department / Division	Character/Description	From	To
<b>General Fund - 001</b>			
4101 - Prosecuting Attorney	56798 - Grant Match	210,270	
9100 - Operating Transfers	56105 - Operating Transfers Out		210,270
<b>Grant Fund - 010</b>			
9999	47070 - Operating Transfers In	210,270	
9999	45808 - Increase in Revenue	84,185	
2810	Undesignated Fund Balance		294,455
2810	Undesignated Fund Balance	294,455	
4125 - Violence Against Women	55010 - Regular Salary		200,353
4125 - Violence Against Women	55040 - FICA		15,327
4125 - Violence Against Women	55050 - Pension		23,318
4125 - Violence Against Women	55060 - Insurance		53,030
4125 - Violence Against Women	56140- Travel		1,428
4125 - Violence Against Women	56750 - Education Benefits		1,000

Budgeting



RLA INFO

	2080 hrs	Salary	FICA	14.4% Pension	Insurance	Travel	Registration	Total	
Barrett	27.67	57,553.60	4,402.85	8,287.72	12,052.32				
Malone	21.36	44,428.80	3,398.80	6,397.75	12,052.32				
Willis	28.82	59,945.60	4,585.84	8,632.17	28,925.28				<u>match</u>
2016 total		161,928.00	12,387.49	23,317.64	53,029.92	1,428.00	1,000.00	253,091.05	<u>dps award</u> -42,820.95
2017 DPS award		38,424.66	2,939.49	0.00	0.00	0.00	0.00	41,364.15	
		200,352.66	15,326.98	23,317.64	53,029.92	1,428.00	1,000.00	294,455.20	

**Personnel**

**Ord. 4829**

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
[REDACTED]	Assistant Prosecuting Attorney	Created	FT	\$2,130.40	52.0	38.61	\$42,772.47	40.0	\$17,108.99	\$25,663.48
[REDACTED]	Assistant Prosecuting Attorney	Created	FT	\$1,836.80	52.0	41.1	\$39,256.09	40.0	\$15,702.44	\$23,553.65
[REDACTED]	Assistant Prosecuting Attorney	Created	FT	\$1,749.60	52.0	50.62	\$46,053.67	40.0	\$18,421.47	\$27,632.20
							\$128,082.23		\$51,232.90	\$76,849.33

**Personnel Benefits**

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
FICA/Medicare	FICA/Medicare	\$128,082.23	0.0765	100.0	\$9,798.29	40.0	\$3,919.32	\$5,878.97
					\$9,798.29		\$3,919.32	\$5,878.97
					\$9,798.29		\$3,919.32	\$5,878.97

**Travel/Training Justification**

*If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.*

*For training, identify the location and date(s) of the training. If either the location or date(s) is unknown, clearly identify such.*

*Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.*

*If using Match in this section please identify who will be providing these funds and describe the source of the funds.*

*If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.*

**Supplanting DOES apply to non-profit agencies as well as government agencies.**

**New Line Item**

The Jackson County Prosecutor's Office would like to send two (2) attorneys assigned to the grant to future trainings focusing on trends and best practices for domestic violence prosecutions such as the National Symposium on Domestic Violence hosted by the National District Attorneys Association. Location and date(s) are unknown at this time.

Each attorney will need lodging for 3 nights at the rate of \$142.00/day, meals for 3 days at a State per diem rate of \$71.00/day, registration costing \$500.00 and miscellaneous expenses to include taxis, shuttles and parking at rate of \$75.00 per day. Total cost of training per employee is \$1,214.00 and calculated follows: \$1,214.00 per employee x 2 = \$2,428.00.

This new line item is being requested to provide additional training beneficial to keep current with best practices in the prosecution of domestic violence cases

***Travel/Training***

Item	Category	Unit Cost	Duration	Number	Total Cost	Local Match %	Local Match Share	Federal/State Share
Domestic Violence Training - Misc	Misc. Shuttles/Taxis/Tolls/Parking	\$75.00	1.0	2.0	\$150.00	40.0	\$60.00	\$90.00
Domestic Violence Training - Lodging	Lodging	\$142.00	3.0	2.0	\$852.00	40.0	\$340.80	\$511.20
Domestic Violence Training - Meals	Meals	\$71.00	3.0	2.0	\$426.00	40.0	\$170.40	\$255.60
Domestic Violence Training - Registration	Registration Fee	\$500.00	1.0	2.0	\$1,000.00	40.0	\$400.00	\$600.00
					\$2,428.00		\$971.20	\$1,456.80



**Total Budget**

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<b>Total Federal/State Share:</b>	<b>\$84,185.10</b>	<b>60.0%</b>
<b>Total Local Match Share:</b>	<b>\$56,123.42</b>	<b>40.0%</b>
<b>Total Project Cost:</b>	<b>\$140,308.52</b>	





**MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
STOP Violence Against Women Act (VAWA)**



**2016 CERTIFIED ASSURANCES**

The Sub-recipient hereby assures and certifies compliance with all the following certified assurances:

**General:**

1. **The Sub-recipient assures that it shall comply, and all its Sub-recipients shall comply, with the applicable provisions of the 2016-2017 STOP VAWA 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.**

Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and (b) any work that is subject to copyright for which ownership was purchased by a recipient, Sub-recipient or a contractor with support under this award. In addition, the recipient (or Sub-recipient, contractor or subcontractor) must obtain advance written approval from the Office On Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the recipient (and of each Sub-recipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

2. The Sub-recipient assures that it shall comply, and all its Sub-recipients shall comply, with the applicable provisions of the VAWA Solicitation, the DPS Financial and Administrative Guide, the Travel Guidelines, and other applicable state laws or regulations.
3. **Compliance Training:** As a recipient of federal or state funds, the Sub-recipient 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
4. **Non-Supplanting:** The Sub-recipient assures that federal or state 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.
5. **Change in Personnel:** The Sub-recipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence of personnel 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.
6. **Contract Adjustments:** The Sub-recipient 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 Sub-recipient 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.

7. **Monitoring:** The Sub-recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Sub-recipient 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 Sub-recipient 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.
8. **Criminal Activity:** The Sub-recipient 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 Sub-recipient 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 Sub-recipient must promptly refer to the Department of Justice, Office of Inspector General and Missouri Department of Public Safety any credible evidence that a principal, employee, agent, Sub-recipient, sub-Sub-recipient, 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 Sub-recipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the DPS and OIG by mail at following address.

Missouri Department of Public Safety  
Office of the Director  
Attention: Crime Victim Services Unit (VAWA)  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749

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

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

9. **Lobbying:** The Sub-recipient understands and agrees that it cannot use any federal or state 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 Sub-recipients.

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 Sub-recipient or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

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

11. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Sub-recipient 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 Sub-recipient 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 Sub-recipient or Sub-recipient of any tier shall not be liable when such Sub-recipient or Sub-recipient contracts with its direct Sub-recipient who violates subsection 1 of Section 285.530, RSMo if the contract binding the Sub-recipient and Sub-recipient affirmatively states that the direct Sub-recipient is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the Sub-recipient or Sub-recipient receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct Sub-recipient's employees are lawfully present in the United States.

12. **Relationship:** The Sub-recipient agrees that they will represent themselves to be an independent Sub-recipient 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. This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs. The Sub-recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
13. **Uniform Crime Reporting (UCR):** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with 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:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with 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:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in compliance with 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:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with 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:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with 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. In addition, the Sub-recipient assures that its county prosecuting attorney or municipal prosecutor is in full compliance with Section 577.005 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for 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 Sub-recipient 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 Sub-recipient assures that it will comply, and all its Sub-recipients will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual Sub-recipients and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
20. **ACORN:** Sub-recipients 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. **Computer Networks:** The recipient 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.

### **Civil Rights:**

1. **Enforcing Civil Rights Laws:** The Sub-recipient 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 sub-recipients that are the subject of discrimination complaints from both individuals and groups.
2. **Discrimination:** The Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient this 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 Sub Recipients, 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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](http://www.ojp.gov/about/ocr/equal_fbo.htm).

9. **Discrimination - VAWA Exception:** No Sub-recipient in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under [VAWA], and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Office on Violence Against Women.
- a. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

**Financial:**

1. **Fund Availability:** The Sub-recipient 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 sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in state law 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 Sub-recipient agrees to comply with the financial and administrative requirements set forth in the current Missouri Department of Public Safety Financial and Administrative Guide.
4. **Allowable Costs:** The Sub-recipient 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 Sub-recipient 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 Sub-recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety.
5. **Financial Reporting Requirements:** The Sub-recipient agrees to complete and submit any financial reports required for this program as outlined in the VAWA 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 Sub-recipient agrees to account for project income generated by the activities of this contract, and shall report receipts and expenditures of this income on the monthly Claim report. The Sub-recipient understands that all project income generated as a result of this contract shall be expended during the life of the contract.
7. **Procurement:** The Sub-recipient 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 Sub-recipient assures that all procurement transactions will meet the minimum standards set forth in the *DPS & CVSU Financial and Administrative Guidelines* 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 to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.
  - C. Purchases estimated to total between \$3,000 but less than \$24,999 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
  - D. Purchases with an estimated total of \$25,000 or over to a single vendor 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.
  - F. Sole source procurement on purchases to a single vendor of \$3,000 and over requires prior approval from the Missouri Department of Public Safety.
8. **Buy American:** The Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 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:** An audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from State Government or state funds passed through state agencies), of \$250,000 or more is expended by the applicant agency. An audit is required for the agency fiscal year, when FEDERAL financial assistance, (which consists of funds received directly from the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, the Sub-recipient assures that such audit will be submitted to the Missouri Department of Public Safety, Office of the Director.
  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 Sub-recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Sub-recipient 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 Sub-recipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable state requirements governing these funds, the Missouri Department of Public Safety may permanently or temporarily terminate the contract. 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Sub-recipient, if providing services to victims of domestic and/or sexual violence and their children through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs and/or Sexual Violence Programs, as they relate to the provision of services required herein.
2. **Services to All Other Victims of Crime:** The Sub-recipient, if not primarily providing services to victims of domestic and/or sexual violence through this contract, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.
3. **Coordination of activities:** The Sub-recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
4. **Data Collection:** The Sub-recipient 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 Office of Violence Against Women. 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.
5. **Access to Records:** The Sub-recipient authorizes the Missouri Department of Public Safety and/or the Office for Victims of Crime 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 VAWA grant.
6. **Confidentiality of Research Information:** The Sub-recipient 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 VAWA. 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.
7. **Printed Materials:** All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: **“This project was supported by funding made available through the Fund 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.
8. **Client-Counselor Confidentiality:** The Sub-recipient assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
9. **Code of Professional Ethics:** The Sub-recipient shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Sub-recipients.
10. **Victims' Rights Compliance:** The Sub-recipient assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo.** (These eligible direct victim services do not include general witness assistance)
11. **Criminal or Civil Filings:** The Sub-recipient assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order or a petition for a protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant, protection order, petition for a protection order or witness subpoena, whether issued inside or outside this state.

12. **Forensic Medical Exams:** To the extent funds are not available from other sources, the state, must incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault. No State, territory, Indian tribal government, unit of local government, or another governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.
13. **Polygraph/Voice Stress Analysis:** No prosecuting or circuit attorney, peace officer, governmental official, or employee of a law enforcement agency shall request or require a victim of sexual assault under section 566.040 or forcible rape under section 566.030 to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such crime.
14. **Court Records:** After August 28, 2007, any information contained in any court record, whether written or published on the Internet, that could be used to identify or locate any victim of sexual assault, domestic assault, stalking, or forcible rape shall be closed and redacted from such record prior to disclosure to the public. Identifying information shall include the name, home or temporary address, telephone number, social security number or physical characteristics.
15. **Consultation with Victim Services:** Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.
16. **Nondisclosure of confidential or Private Information:** Sub-recipients may not disclose personally identifying information about victims served with VAWA funds without a written release unless the disclosure of the information is required by a statute or court order. This applies whether the information is being requested for any VAWA grant program or another Federal agency, state, tribal, or a territorial grant program. This provision also limits disclosures by VAWA Sub-recipients to other federal grantees, including disclosures to statewide or regional databases.
17. **Historic Preservation Act:** Sub-recipients must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
18. **Time Records Requirement:** The applicant assures that, all project personnel funded through the VAWA grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS upon request.
19. **Claims that are Late:** Sub-recipients assure the Claim for Reimbursement, Detail of Expenditures, and supporting documentation will be submitted by the 5<sup>th</sup> of each month. If specified due date falls on a weekend or holiday, the Claim must be received by the first working day after the weekend or holiday. Claims submitted after deadline will not be processed until the following month. Claims are due each month whether or not the sub-recipient expended any grant or local match funds.  
  
Failure to submit the required forms on time shall be taken as failure to adhere to the terms of the Award of Contract and may result in the delay of reimbursement and/or termination of the contract.
20. **Timely Reporting:** Sub-recipients assure that expenses will be submitted within 60 days from the time the expense was incurred. The Missouri Department of Public Safety reserves the right to deny reimbursement of any expense that falls outside the 60 day requirement.
21. **Claims with Errors:** Sub-recipients assure that accurate claims will be submitted. If a Claim is submitted with errors, the Claim may be negotiated for corrections. If the errors are not corrected after two (2) negotiations, the Claim may be withdrawn and not paid. If a Claim is withdrawn due to errors, a correspondence will be sent to the Executive Director and Board President.
22. **Annual Performance Report:** The Sub-recipient agrees to provide information on the activities supported and an assessment of the effects that the VAWA victim assistance funds have had on services to crime victims for a one year period. That period will either run October 1 through September 30, July 1 through June 30 or January 1

through December 31. This information will be submitted annually on the DPS "VAWA Annual Performance Report" no later than 15 days following the end date of the reporting period each year.

- 23. **Match:** State and local units of government are required to provide 25% of the total project cost as match. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP VAWA program funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider, victim service providers may voluntarily provide match on the STOP VAWA grant.
  
- 24. **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.
  
- 25. **Financial Statements:** All non-profit sub-recipients of STOP VAWA funding under this award are required to make their financial statements available online (either on the Missouri Department of Public Safety's, the sub-recipient's, or another publicly available website). DPS and OVC will consider sub-recipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

**The Sub-recipient 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** \_\_\_\_\_

**Project Director** \_\_\_\_\_ **Date** \_\_\_\_\_