

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4715

Sponsor(s): Alfred Jordan

Date: February 9, 2015

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>The Gender Specialized Tracker Program</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>\$40,031.52</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>\$40,031.52</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number</td> <td>FROM ACCT 010-2810 40,031.52</td> </tr> <tr> <td></td> <td>TO ACCT 010-2187 40,031.52</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:  <input checked="" 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): 40,031.52          Prior Year Actual Amount Spent (if applicable): 40,031.52</p>	Amount authorized by this legislation this fiscal year:	\$40,031.52	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$40,031.52	Amount budgeted for this item *:	\$	Source of funding (name of fund) and account code number	FROM ACCT 010-2810 40,031.52		TO ACCT 010-2187 40,031.52								
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PRIOR LEGISLATION	<p>Prior ordinances and (date): 4592 Dated 12/03/13          Prior resolutions and (date):</p>																				
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Carl Bayless, Grant Accountant, 816-435-4775</p>																				
REQUEST SUMMARY	<p>This is a request to appropriate \$40,031.52 from the undesignated fund balance of the 2015 Grant fund in acceptance of a grant awarded to the Family Court Division by the Missouri Department of Public Safety. The project is named "Gender Specialized Tracker Program". The goal of the program is to fund a position to provide gender specific monitoring of youths showing at risk factors. The project began October 1, 2014 and will continue through September 30, 2015. The total grant project is \$40,031.52 and there is no match requirement.</p> <p>Please appropriate the \$40,031.52 into the accounts listed below:</p> <table> <tr> <td>5010 Regular Salaries</td> <td>\$ 26,000.00</td> <td>5110 Workers Comp</td> <td>390.00</td> </tr> <tr> <td>5040 FICA</td> <td>1,989.00</td> <td>5150 Long Term Disability</td> <td>130.00</td> </tr> <tr> <td>5050 Pension</td> <td>2,340.00</td> <td>6360 Life Ins</td> <td>52.52</td> </tr> <tr> <td>5060 Ins Benefits</td> <td>2,000.00</td> <td></td> <td></td> </tr> <tr> <td>5070 Unemployment Ins</td> <td>130.00</td> <td></td> <td></td> </tr> </table> <p>TOTAL APPROPRIATION : \$40,031.52</p>	5010 Regular Salaries	\$ 26,000.00	5110 Workers Comp	390.00	5040 FICA	1,989.00	5150 Long Term Disability	130.00	5050 Pension	2,340.00	6360 Life Ins	52.52	5060 Ins Benefits	2,000.00			5070 Unemployment Ins	130.00		
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CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance – Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																				
ATTACHMENTS																					
REVIEW	<table> <tr> <td>Department Director: <i>[Signature]</i></td> <td>Date: <i>1/27/2015</i></td> </tr> <tr> <td>Finance (Budget Approval): Dave Rose, Acting Fiscal and Budget Officer <i>[Signature]</i></td> <td>Date: 01/15/15</td> </tr> <tr> <td>Division Manager: Mary Marquez, Deputy Court Administrator <i>[Signature]</i></td> <td>Date: 01/15/15 <i>2-3-15</i></td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: <i>[Signature]</i>	Date: <i>1/27/2015</i>	Finance (Budget Approval): Dave Rose, Acting Fiscal and Budget Officer <i>[Signature]</i>	Date: 01/15/15	Division Manager: Mary Marquez, Deputy Court Administrator <i>[Signature]</i>	Date: 01/15/15 <i>2-3-15</i>	County Counselor's Office:	Date:												
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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 appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$40,031.52

- 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 3, 2015

ORD # 4715

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>Grant Fund - 010</b>			
2187 - Specialized Gender Tracker Program	45844 - Increase Revenues	40,032	
2810	Undesignated Fund Balance		40,032
2810	Undesignated Fund Balance	40,032	
2187 - Specialized Gender Tracker Program	55010 - Regular Salaries		26,000
2187 - Specialized Gender Tracker Program	55040 - FICA		1,989
2187 - Specialized Gender Tracker Program	55050 - Pension		3,744
2187 - Specialized Gender Tracker Program	55060 - Insurance Benefits		7,570
2187 - Specialized Gender Tracker Program	55070 - Unemployment Insurance		130
2187 - Specialized Gender Tracker Program	55110 - Workmen's Comp		416
2187 - Specialized Gender Tracker Program	55150 - Long Term Disability		130
2187 - Specialized Gender Tracker Program	56360 - Life Insurance		53
<b>Budgeting</b>	<b>Total</b>	<b>40,032</b>	<b>40,032</b>

*K. Sy* 2/3/15



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 Family Court**

Project Title:

**Jackson County Family Court Gender Specialized Tracker Program (Year 3)**

Contract Period:

FROM: **10/1/2014** TO: **9/30/2015**

State Funds Awarded:

**\$40,031.52**

Contract Number:

**2013-Title2-08**

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:

Mary Marquez 12-19-2014  
Mary Marquez, Deputy Court Administrator Date

Project Director Signature:

Kelly Hams-Pearson 12-19-2014  
Kelly Hams-Pearson, Asst. Dir. Field Svcs 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.

Ben Clemons  
Director, Missouri Department of Public Safety  
for [Signature]  
1-3-15  
Award Date



**MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION  
TITLE II FORMULA GRANT PROGRAM (Title II)**



**2014 CERTIFIED ASSURANCES**

<b>Contractor Name:</b>	Jackson County Family Court	<b>Contract Number:</b>	2013-Title2-08
<b>Project Title:</b>	Jackson County Family Court, Gender Specialized Tracker (Year 3)		

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 Title II 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:

- a. Submitted a false claim for grant funds under the False Claims Act or
- b. 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: [Insert Grant Program]  
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. *12-19-2014*
12. **Injury and Damage:** *To the extent permitted by Missouri law and consistent with -* 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. *sovereign immunity*
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.

#### **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](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 Title II 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 Title II 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 TITLE II 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.

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 Title II Formula Grant (Title II) 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.

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 Title II 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 is supported by the by funding provided by the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention Title II 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:** OJP encourages applicants to review the OJP guidance on conference approval, planning, and reporting that is available on the OJP Web site at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm). This guidance sets out the current OJP policy, which requires all funding recipients that propose to hold or sponsor conferences (including meetings, trainings, and other similar events) to minimize costs, requires OJP review and prior written approval of most conference costs for cooperative agreement recipients (and certain costs for grant recipients) and generally prohibits the use of OJP funding to provide food and beverages at conferences. The guidance also sets upper limits on many conference costs, including facility space, audio/visual services, logistical planning services, programmatic planning services, and food and beverages (in the rare cases where food and beverage costs are permitted at all).

**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 exception requires OJP's 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

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)."

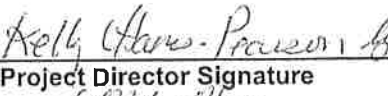
The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

**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.**

Mary Marquez, Deputy Court Administrator

  
Authorized Official Signature      12-19-2014  
Date

Kelly Hams-Pearson, Assistant Director of Field Svcs

  
Project Director Signature      12-19-2014  
Date