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11/10/10

FFY 2010
EMERGENCY SHELTER GRANT PROGRAM CONTRACT

This contract made by and between the Family Support Division (hereinafter referred to as the "Division") and the Jackson County (hereinafter referred to as the "Contractor"), shall be as follows:

- 1) This contract shall become effective for services delivered beginning APRIL 1, 2010 and shall continue in full force and effect through MARCH 31, 2011 unless modified by a mutually acceptable and duly executed written amendment.
- 2) The Contractor agrees that its application and certifications submitted in response to the Emergency Shelter Grant Program, and identified herein as Exhibit A, shall be a part of this contract as if said Exhibit A were set forth herein. The Contractor agrees to comply with all terms and conditions of the contract and Exhibit A.
 - a) This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein.
 - b) Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division. The contractor understands and agrees that no other method may be used to amend or modify this contract, and no other document or communication, including correspondence from any party, acts, or oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3) The Contractor shall provide all services, as defined in Exhibit A, at a total contract cost not to exceed \$103,754 of which \$51,877 shall be local funds from the sources identified in Exhibit A, and of which \$51,877 shall be state funds. Expenditures shall not exceed the amounts listed in the following categories: \$1,038 Administration, \$4,842 Rehabilitation/Conversion/Renovation, \$36,706 Operations, \$5,381 Essential Services, and \$3,910 Prevention Services.
- 4) Services rendered by the Contractor under this contract shall be limited to services to individuals or families who are homeless or meet the requirement for prevention services. The United States Department of Housing and Urban Development (HUD) defines homelessness as the following:
 - a) A homeless person is someone who is living on the street or in an emergency shelter, or who would be living on the street or in an emergency shelter without HUD's homelessness assistance. A person is considered homeless only when he/she resides in one of the places described below:
 - i) In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, on the street;
 - ii) In an emergency shelter;
 - iii) In transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters;
 - iv) In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
 - v) Is being evicted within a week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing or their housing has been condemned by housing officials and is no longer considered meant for human habitation;
 - vi) Is getting discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
 - vii) Is fleeing a domestic violence situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.
 - b) HUD defines eligibility for prevention services as follows:

Efforts to prevent homelessness such as financial assistance to families who have received eviction notices or notices of termination of utility services if-

 - i) the inability of the family to make the required payments is due to a sudden reduction in income

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MARY JO SPINO
COUNTY CLERK

- ii) the assistance is necessary to avoid the eviction or termination of services;
 - iii) there is a reasonable prospect that the family will be able to resume payment within a reasonable period of time; and
 - iv) the assistance will not supplant funding for preexisting homelessness prevention activities from other sources.
- 5) The Contractor shall determine and document the eligibility of each recipient of services under this contract using the definition of homelessness or prevention services as described in paragraph 4.
 - 6) The Contractor may, upon written request to the Division, receive a working advance of funds in an amount equal to either 30 days cash needs or \$5,000.00, whichever amount is greater.
 - 7) The Contractor shall, within fifteen (15) working days following the last day of each calendar month, submit an invoice to the Division on forms approved by the Division for services rendered by the Contractor during such month. Such invoices shall include:
 - a) the Contractor's name and address;
 - b) the month for which services are being invoiced;
 - c) the unique invoice number according to Division instructions;
 - d) the cost of services incurred, by type of service;
 - e) the total cost of services incurred for that month;
 - f) the amount of the local share of the cost of services incurred;
 - g) the amount of the state share of the cost of services incurred and for which payment is requested from the state; and
 - h) the total number of individuals receiving services during the month.
 - 8) The Contractor agrees to submit to the Division, in a format approved by the Division, and no later than 30 days after the state obligates the funds, an interim performance report that indicates the amount of funds obligated for each of the four categories of eligible activities described in 24 CFR 576.21 (a), (1), (2), (3), and (4).
 - 9) The Contractor shall submit, at the same time when reporting under paragraph 8, certification of the amount of local matching funds committed for this contract as required by 24 CFR 576.51 (b) (2) (ii).
 - 10) The Contractor agrees that the amount of reimbursement due from the Division for the contract period shall not exceed the amount identified as "State funds" in paragraph 3 above.
 - 11) When required by OMB A-133, the Contractor shall obtain an annual audit of the services contracted herein. The audit shall be made in accordance with generally accepted auditing standards. The audit shall contain, at minimum, the following schedules:
 - a) statement of assets and liabilities;
 - b) statement of changes in financial position;
 - c) consolidated statement of revenues and expenditures plus supplemental schedules for the Emergency Shelter Grant Program;
 - d) fund balance statement; and
 - e) verification of reported performance.
 - 12) The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency. These records must be made available at all reasonable times to the state agency and/or its designees and the Missouri State Auditor during the contract period and any renewal period, and for three (3) years from the date of final payment on the contract or contract renewal period.
 - a) The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.
 - 13) The Contractor agrees to comply with all policies, guidelines, and requirements of 24 CFR Part 44, 24 CFR Part 85, 24 CFR Part 576 and OMB Circular No A-87, as they relate to the acceptance and use of Emergency Shelter Grant amounts by States and units of general local governments; and OMB Circulars No. A-110, A122, and A-133 as they relate to the acceptance and use of Emergency Shelter Grant amounts by private nonprofit organizations.

- 14) The Contractor shall comply with provisions of 24 CFR 576.21 (a)(4)(ii) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will not supplant funding for pre-existing homeless prevention activities from any other source.
- 15) The Contractor agrees to comply with the provisions of 24 CFR 576.51 (b)(2)(v) concerning the funding of emergency shelter in hotels or motels or commercial facilities providing transient housing.
- 16) The Contractor shall comply with the provision of 24 CFR 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- 17) The Contractor shall comply with the provisions of 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
- 18) The Contractor shall comply with the provisions of the environmental requirements under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58 with respect to funds provided under this grant agreement.
- 19) The Contractor agrees to allow reasonable and timely site visits by the Division and further agrees to make available upon request any records required to be maintained by this agreement. The visits may be announced and unannounced. The Contractor shall require appropriate identification or documentation of authority of all persons making site visits on behalf of the Division.
- 20) Contract Monitoring - The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:
 - a) Withholding authority to proceed to the next phase of the project until the state agency receives evidence of acceptable performance within a given contract period;
 - b) Requiring additional, more detailed financial reports or other documentation;
 - c) Additional contract monitoring;
 - d) Requiring the contractor to obtain technical or management assistance; and/or
 - e) Establishing additional prior approvals from the state agency
- 21) Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity. These include but are not limited to:
 - a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b) Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f) Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - g) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h) Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - i) Missouri Governor’s E.O. #05-30; and
 - j) The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.
- 22) Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a) The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b) The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c) Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 23) Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. 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., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 24) Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 25) Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- a) In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments, applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract:
 - i) Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations.
 - ii) Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.
 - b) Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - i) The percentage of the total costs of the program or project which will be financed with Federal money;
 - ii) The dollar amount of Federal funds for the project or program; and
 - iii) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
 - c) The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
 - d) The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

- e) The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
 - f) The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
 - g) The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 26) Debarment Certification – The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit B with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 27) Officials and employees of the Division, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- 28) Employee Bidding/Conflict of Interest Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		%

- 29) Confidentiality: The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- a) The contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.
 - i) The contractor assumes liability for all disclosures of confidential information by the contractor and/or the contractor's/provider's subcontractors and employees.
 - ii) The contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).
- 30) Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a) Registration of business name (if applicable)
 - b) Certificate of authority to transact business/certificate of good standing (if applicable)
 - c) Taxes (e.g., city/county/state/federal)
 - d) State and local certifications (e.g., professions/occupations/activities)
 - e) Licenses and permits (e.g., city/county license, sales permits)

- f) Insurance (e.g., worker's compensation/unemployment compensation)
- 31) Pursuant to Article VII, Section 6 of the Constitution of the State of Missouri, as well as all other applicable Federal and State laws and regulations, the Contractor acknowledges and agrees that the money provided by the Division pursuant to this agreement shall not be used to promote or further nepotism.
- 32) In the event the Contractor contracts with any other party to effectuate the terms of this agreement, the contract between the Contractor and said other party, shall incorporate by reference and specify that said other party is currently in compliance with, and shall continue to comply with, paragraphs 3 and 4 and paragraphs 12 through 33 detailed herein.
- 33) Termination - The Division of Finance & Administrative Services/Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Finance & Administrative Services/Purchasing, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- a) Termination - If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund the contract, or in the event of a change in federal or state law relevant to the contract, the obligations of each party may, at the sole discretion of the State of Missouri, be terminated in whole or in part, effective immediately or as determined by the State of Missouri, upon written notice to the contractor from the State of Missouri.
- 34) Any written notice of agreement termination shall be sent by certified mail, first class, postage paid, and said notice shall be effective upon deposit with the U. S. Postal Service.
- 35) The Contractor shall submit to the Division, all ESGP reimbursement requests for expenses incurred from April 1, 2010, through March 31, 2011, no later than May 15, 2011, to the Division.

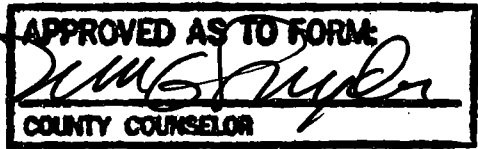
CONTRACTOR IDENTIFYING INFORMATION

Name & Title of City or County Contact Person (Please Print) Celestine F. Williams Director, Housing Resources Commission	Federal Employer Identification Number 446 000524
Mailing Address (PO Box or Street, City, State, Zip) 415 East 12th St., 2nd Floor Kansas City, MO 64106	Telephone Number (816) 881-1409
E-mail address Cwilliams@jacksongov.org	Fax Number (816) 881-3340

IN WITNESS WHEREOF, THE DIVISION AND THE CONTRACTOR HEREBY EXECUTE THIS CONTRACT:

Michael D. Sanders
Authorized Representative of the Contractor
Michael D. Sanders
JACKSON COUNTY EXECUTIVE
Title Date 9/24/10

Patrick Lubbing
Director, Family Support Division
11-1-10
Date



[SEAL]

Jennifer R. Tidball
Director, Department of Social Services
11-3-10
Date

ATTESTATION:

Mary Jo Spino
Signature - Clerk, Custodian of the Seal
MARY JO SPINO
CLERK OF COUNTY LEGISLATURE

EXHIBIT B

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

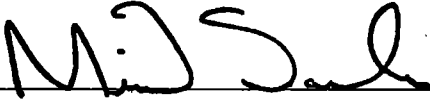
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael D. Sanders
JACKSON COUNTY EXECUTIVE

Name and Title of Authorized Representative



9/24/10

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Missouri Department of
SOCIAL SERVICES

Your Potential. Our Support.

JEREMIAH W. (JAY) NIXON, GOVERNOR • RONALD J. LEVY, DIRECTOR

FAMILY SUPPORT DIVISION

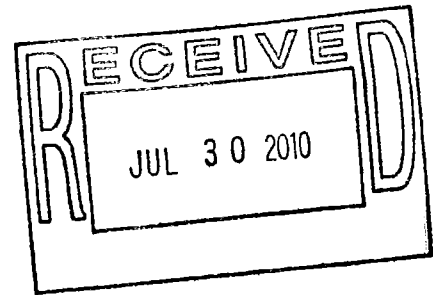
ALYSON CAMPBELL, DIVISION DIRECTOR

615 HOWERTON CT • PO BOX 2320 • JEFFERSON CITY, MO 65102

WWW.DSS.MO.GOV • (573) 751-6789 • (573) 522-9557 FAX

July 20, 2010

Jackson County
County Executive Michael Sanders
Jackson County Courthouse
415 East 12th St, 2nd Fl
Kansas City, MO 64106



Dear County Executive Sanders,

Please accept this letter as a formal grant award notice for the State of Missouri's FFY 2010 Emergency Shelter Grant (ESG) Program, governed by Federal Statute Stewart B. McKinney Homeless Assistance Act of 1987, Title IV, as amended (US. Code: 42 USC 11371 et seq). The ESG streamlined regulations are part of the Code of Federal Regulations at 24 CFR 576, published in the Federal Register October 2, 1996, and became effective November 1, 1996. To learn more about the federal laws, regulations, and program procedures that apply to the ESG Program, please review the ESG Program Desk Guide at

<http://hudhre.info/index.cfm?do=viewEsgDeskguide>

It should be noted that ESG funds may not be obligated or expended for activities or projects that have not been cleared from environmental conditions. Applicable requirements of 24 CFR 576.57(e) concern Environmental Review/Compliance responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

Enclosed is a contract for the 2010 ESG Program. Please review, sign, and return the document at your earliest convenience to:

Damion Trasada
ESG Program
Family Support Division
PO Box 2320
Jefferson City, MO 65102-2320

RELAY MISSOURI

FOR HEARING AND SPEECH IMPAIRED

1-800-735-2466 VOICE • 1-800-735-2966 TEXT PHONE

Additionally, it should be noted that this contract is between the local government and the State. As such, administrative oversight rests with the local authority and carries with it compliance and fiscal responsibilities. The local governing authority must submit invoices for reimbursement on behalf of the sub-recipients listed below.

As the contractor, you may, upon written request to the Family Support Division (FSD) and on behalf of the sub-recipient, request a working advance of funds in an amount equal to either 30 days cash need or \$5,000.00, whichever amount is greater. If such a request is made, please submit the following:

- Signed letter from local government to the Family Support Division describing the basis for the advance
- The amount of advance requested in the applicable five budget categories:
 - Administration
 - Rehabilitation
 - Operations
 - Essential Services
 - Prevention Services
- Completed FFY10 Recipient Request for Reimbursement and Financial Status Report: Form 886-2260 (rev. 03/2009)

Also enclosed is a document titled “**Grantee/Contractor Guidelines At A Glance**” which is intended to serve as broad guidance to ESG Program administration from the grantee/contractor’s perspective.

The grant award is based upon the budget you submitted for consideration. If a categorical adjustment/sub-recipient allocation of funds is required, please so advise prior to your obligation of funds.

The following represents the approved amounts of State funds by category and proposed sub-recipient for your contract. If you submitted a request on behalf of a sub-recipient whose application was not recommended for funding, you will note that zeroes appear in all categories. **NOTE: It is the responsibility of the grantee/contractor to notify sub-recipients in the event funding is not recommended.**

Jackson County


Total Award:

\$ 51,877

Sub-recipient	Administration	Rehabilitation	Operations	Essential Services	Prevention	Total
Jackson County Administration	1,038	0	0	0	0	1,038
Community Service League	0	0	0	3,009	3,910	6,919
Comprehensive Mental Health Services			4,025	643		4,668
Hillcrest Ministries	0	0	6,917	0	0	6,917
Hope House	0	0	6,917	0	0	6,917
Newhouse	0	0	6,917	0	0	6,917
Niles Home for Children	0	0	4,667			4,667
reStart, Inc.	0	4,842	2,075	0	0	6,917
Rose Brooks	0	0	5,188	1,729	0	6,917

Both the State and the U.S. Department of Housing and Urban Development have placed significant emphasis on the timely obligation and expenditure of ESG funds. The attached contract covers service delivery beginning April 1, 2010, through March 31, 2011. Contractors are required to obligate funds no later than 180 days after the State makes the grant available. The State may recapture any grant amounts that a contractor does not obligate. **In addition, the State expects all contractors to expend ESG funds during the 12 month contract period. Contractors who are unable to expend ESG Program funding within that period may risk a reduction in future ESG Program funding.** Please monitor sub-recipient expenditure levels to ensure that all funding is expended by the end of the contract period, March 31, 2011.

If you have any questions about the ESG Program contract or reimbursement procedures, please contact Leslie Kaylor at (573) 751-6789 or Leslie.K.Kaylor@dss.mo.gov.

Sincerely,

Shari Allen
Deputy Director **DIRECTOR**

SA:lk
Enclosures

EMERGENCY SHELTER GRANT PROGRAM
GRANTEE/CONTRACTOR GUIDELINES AT A GLANCE

July 2010

Notification of Award: After the local government has received fully executed contract from the Director of the Family Support Division, the Grantee/Contractor should, in turn, provide the Subgrantee with written notification of the award.

This should include:

- A copy of the State's award letter
- A copy of the State's contract with the Grantee/Contractor
- A copy of Recipient Request for Reimbursement and Financial Status
- A copy of the Grantee/Contractor Guidelines at a Glance

Contracting with Sub-recipients: It is the responsibility of the Grantee/Contractor to initiate its own contract with each Subgrantee listed in the award letter.

NOTE: Grantees/contractors that do not have contracts with Subgrantees are not meeting basic grant management practices.

Contracts with Subgrantees:

- Identify expectations
- Outline applicable regulations
- Provide accountability
- Provide internal controls

Program monitoring activities conducted by the State will include verification of Grantee's contracts with Subgrantees.

Invoice Processing: The following steps must be followed in order to process invoices:

- ❖ Subgrantees must submit requests for reimbursement (Form 886-2260) to the Grantee/Contractor (not directly to the State) using the current FFY form. This is logical in that the State has a contract with the local government, not with the Sub-recipient
- ❖ **NOTE:** It is the responsibility of the Grantee/Contractor to communicate to the Subgrantee the appropriate invoicing protocol which may include copies of receipts or additional invoicing forms required by Grantee/Contractor.
- ❖ The Grantee/Contractor must, in turn, submit requests for reimbursement on behalf of the Subgrantee to the State, using Form 886-2206 (Recipient Request)

for Reimbursement and Financial Status). Additionally, it is the responsibility of the Grantee/Contractor to verify the accuracy of the invoices submitted to the State.

- ❖ If there are **significant errors** made on the Reimbursement Request, **it will be returned** to the Grantee unpaid and unprocessed. The Division of Financial and Administrative Services will not accept invoices with corrections made without the initials of the person who had originally made the submission.

Payment Processing: The following procedures apply to ESG Program funding reimbursement:

- ❖ The State of Missouri reimburses the Grantee/Contractor. This is logical since the contract exists between the State and the local government, not between the State and the Subgrantee.
- ❖ It is the responsibility of the Grantee/Contractor to reimburse the Subgrantee for expenses incurred and invoiced.
- ❖ It is the responsibility of both the Grantee/Contractor and the Subgrantee to establish and implement record-keeping practices sufficient to produce an audit trail.

Things to remember when completing reimbursement requests:

- ❖ The grant year runs April 1st – March 31st, so when completing the reimbursement request form, make sure that costs incurred and reimbursement is for **service dates**, not for the billing dates. For example: phone bill for the shelter, service dates were February 28th – March 31st but the billing date was April 1st. This would be ineligible for the new grant year, but could be reimbursed for the previous grant year.
- ❖ Costs can be pro-rated for reimbursement. For example: utility bill service dates were March 16th – April 15th. Only the 15 days in April can be claimed on the new grant year reimbursement request. Pro-rate the bill by taking the total bill amount divide it by the number of service days to get the average cost per day and then multiply it by the number of eligible service days (amount of bill/30days = average cost per day X 15 days).
- ❖ If requesting reimbursement for staff salaries, time sheets should be kept for actual time the staff completed for the ESG Program. As for client transportation, subgrantees need to keep track of transportation as part of their back up documentation. Example follows:

Client Number/Name	Need:	To:	From:	Total Mileage

FFY 2010 EMERGENCY SOLUTIONS GRANT PROGRAM
REIMBURSEMENT REQUEST INSTRUCTIONS

The ESG financial reporting form serves two purposes:

1. The reimbursement request (invoice) is necessary to generate payments; and
2. as a fiscal monitoring tool for determining whether:
 - o Funds are obligated within Federal statutory time frames.
 - o Matching fund requirements are met.
 - o Project outlays and obligations are within approved budgets.

The form should be used to report the project cash outlays paid and obligations incurred.

If you are subgranting these funds to other entities, you will be required to have your subgrantees report to you their cash outlays paid and obligations incurred; and have these reports available to the State ESG Coordinator upon request. Their reports should be in the same or a similar format as the attached. **The standards of fiscal accountability will be the same for grantees and subgrantees alike.**

Please note, that while neither you nor your subgrantees are required to submit to the State underlying documentation (i.e., invoices for material/services, payroll registered, volunteer service records/valuations, etc.); **these records must be retained by the grantee as support for your claims and also retained by your subgrantees to support their claims.** Audit and/or review findings related to inadequate documentation can result in disallowances and recovery of funds, even, if the funds were actually spent for the project and were otherwise allowable costs as defined by Federal regulations.

Detailed instructions for preparation of the form are as follows:

Invoice Number: Example: 01ERO1642XXXA

First two numbers are the request numbers for that payment request (ex: first request 01, 02, 03....). The ERO1642XXX is the State assigned contract numbers. Last letter use A-G to designate each sub recipient with an alpha character.

Vendor Number: State assigned vendor number. Last two digits used will determine if payment is deposited electronically (EFT) or a paper check to be mailed is preferred method of payment. Please contact our office if your mailing address, banking information, etc changes as they will need to be reflected at the State level.

Contract Number: Current year contract number is assigned on the fully executed contract.

Cash Outlays for the Month of: The period covered in which cash outlays actually were incurred (Service delivery dates).

From City/County: City or County Authorized Certifying Official name and address, this must be the same address on file with the State.

Part A: Financial Status Report

- Line A** The original, approved 2010 contract amounts.
- Line B** Subsequent approved adjustments to the initially approved contract.
If the budget was a decreased in any category, enter the figure as a negative (bracketed) amount. Letter requesting budget adjustment from the Grantee must accompany each invoice.
- Line C** Equals line A plus or minus Line B.
- Line D** Line F from the prior report or \$0 if this is first report for the project.
- Line E** Enter in columns (2) through (6) the same figures reported in Part B, A -E category totals. Enter in column (7) the total project outlays, (request for reimbursement).
- Line F** Equals line D plus line E.
- Line G** Balance of obligations incurred but not yet paid.
- Line H** Equals line F plus line G.
- Column 8** Dollar for dollar value of cash, non-cash, federal or other state grants designated as matching funds in contract, Exhibit A (ESG Application).
- Column 9** Add column 7 plus 8.

Part B: Detailed Breakdown of Expenditures Summary

List Expenditures by each category for which reimbursement is being requested. Category totals and total project outlays request for reimbursement should include only those project costs to be counted against federal grants funds as described in your budget. Total project outlays request for reimbursement box should equal the sum of categories A-E totals.

Part C: Certification Signatures

Certification Statement: The Authorized Certifying Official will be the official empowered to enter into the contract with the State and bind the entity to its terms and conditions.

Prepared By: Name & signature of the individual responsible for preparation of the report other than the Certifying Official

The 5 Most Common Errors Made on Reimbursement Request Forms:

- The current FFY Reimbursement Request Form was not used by Grantee (For example: FFY09 ESG Reimbursement Form was used for a FFY10 Request).
- Contract award amounts indicated on page one are incorrect for the current financial fiscal year.
- Prior cumulative cash outlays (page 1, row D) does not reflect total previous amounts requested.
- Ineligible reimbursement requests made under inappropriate category (i.e. Food is eligible under Operations, but the request was made under Essential Services).
- Appropriate signatures not obtained.

Please note that if there are **significant errors** made on the Reimbursement Request, **it will be returned** to the Grantee unpaid and unprocessed. The Division of Financial and Administrative Services will not accept invoices with corrections made without the initials of the person who had originally made the submission.

Please mail the completed request for reimbursement to:

Family Support Division
ESG Program
PO Box 2320
Jefferson City, MO 65102 -2320

If you have any questions or concerns, contact Damion Trasada, Program Manager at 573-751-6789.

FFY10 RECIPIENT REQUEST FOR REIMBURSEMENT AND FINANCIAL STATUS REPORT



INVOICE TO:
 FAMILY SUPPORT DIVISION
 EMERGENCY SHELTER GRANT PROGRAM
 P.O. BOX 2320
 JEFFERSON CITY MO 65102-2320

From City or County of:	Invoice # ERO1642	Subgrantee Name:	COL. (7) TOTAL ESGP FUNDS	COL. (8) LOCAL MATCHING FUNDS	COL. (9) TOTAL PROJECT BUDGET
City or County Address:	Vendor #	EFT:	COL. (6) PREVENTION SERVICES		
P. O. Box:	Contract # ERO1642	Comments:	COL. (5) ESSENTIAL SERVICES		
City, State, Zip Code:	Cash Outlays Month's of :		COL. (4) OPERATIONS		
<small>For Office Use Only</small>			COL. (3) REHAB.		
Date State Paid:			COL. (2) ADMIN.		
PART A: FINANCIAL STATUS REPORT					
	COL. (1)				
BUDGET CATEGORY					
A. ORIGINAL CITY/COUNTY BUDGET					
B. APPROVED BUDGET ADJUSTMENTS					
C. ADJUSTED PROJECT BUDGET					
D. PRIOR CUMULATIVE CASH OUTLAYS <small>(Line F from Prior Report or \$0 if First Report.)</small>					
E. ADD: CURRENT REIMBURSEMENT REQUEST <small>(Same as Part B., Line totals: A through E.)</small>					
F. CURRENT CUMULATIVE CASH OUTLAYS <small>(Line D plus Line E)</small>					
G. UNLIQUIDATED OBLIGATIONS					
H. TOTAL CASH OUTLAYS AND UNLIQUIDATED OBLIGATIONS <small>(Line F plus Line G)</small>					

Invoice # ERO1642

From:

City/County

PART B. Detailed Breakdown of Expenditures Summary (List Expenditures by Category for Which Reimbursement is Requested)

A. Administration	
ESG - County or City Salaries	
Total Administration (Amount should agree with Part A, Line E, Col. 2)	
B. Rehabilitation	
Renovation	
Major Rehabilitation	
Minor Rehabilitation	
Conversion	
Total Rehabilitation (Amount should agree with Part A, Line E, Col. 3)	
C. Operations	
Staff Costs - Max 10% of Award Allowed	
Maintenance	
Insurance - Property Only	
Telephone	
Rent	
Utilities	
Water, Sewer, Trash	
Furnishings/Appliances	
Hotel/Motel	
Food- Must indicate if meals were provided, clients prepare meals, and/or grab bags (Please circle)	
Other (Specify) i.e. Security	
Total Operations (Amount should agree with Part A, Line E, Col. 4)	
Part C. Certification	
I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents	
Authorized Certifying Official's Signature:	
Typed or Printed Name:	
Typed or Printed Title:	
Date:	Phone Number:
Authorized By (State ESG Coordinator):	
Typed or Printed Name:	
Typed or Printed Title:	
Date:	Phone Number:
Authorized Amount for Payment:	
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Preparer's Signature:

Typed or Printed Name:

Typed or Printed Title:

Date:

Phone Number:

Authorized Amount for Payment:

\$