

Request for Legislative Action

Ord. 5618
Sponsor: Ronald E. Finley
Date: April 11, 2022

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5618
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	4/11/2022

Introduction

Action Items: ['Appropriate']

Project/Title:

Racial and Ethnic Disparity Manager

Request Summary

This is a request to appropriate \$65,111 from the undesignated 2022 Grant fund balance in acceptance of an award to the Family Court Division by the Missouri Department of Public Safety. The project is named "Racial and Ethnic and Disparity Manager" initiative. The goal of the program is to fund a manager who will oversee the Jackson County Racial and Ethnic Disparity initiative to examine potential disproportionate minority disparities in the justice continuum and implement data-based prevention and system improvement strategies to reduce identified disparities in treatment of system-involved youth. The project began October 1, 2021 and will continue through September 30, 2022. The grant project for the current grant period is \$65,111.00 and there is no match requirement.

Contact Information

Department:	Circuit Court	Submitted Date:	3/14/2022
Name:	carl.bayless@courts.mo.gov	Email:	carl.bayless@courts.mo.gov
Title:	Grant Coordinator	Phone:	816-435-4775

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$65,111
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$65,111
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$65,111
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	2155 (Racial and Ethnic Disparity Manager)	55010 (Regular Salaries)	\$65,111

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5441	November 9, 2020
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%

Request for Legislative Action

Prevailing Wage	
Not Applicable	

Fiscal Information
<ul style="list-style-type: none">Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History
<p>carl.bayless@courts.mo.gov at 3/14/2022 4:44:20 PM - [Submitted The award covers just the salary of of the funded position. Other expected payroll expenses including pension are figured at approximately 21,315 and will absorbed by the general budget.]</p> <p>Department Director: Anne E. Collier at 3/31/2022 4:00:51 PM - [Approved Anne Collier - Resubmitting # 430 due to a system error. I will be pushing it to the Executive Approval task, which is where it should have been when the outage began.Original comments:carl.bayless@courts.mo.gov at 3/14/2022 4:44:20 PM - [Submitted The award covers just the salary of of the funded position. Other expected payroll expenses including pension are figured at approximately 21,315 and will absorbed by the general budget.]Department Director: Approved -Finance (Purchasing): Not applicable -Compliance: Approved -Finance (Budget): Approved - Fiscal Note AttachedExecutive: Approved -Legal: Returned for more information - Please use the "on agenda" date from Legistar in the "previous legislation" section. Thanks!Submitter: Submitted -Department Director: Approved -Finance (Purchasing): Not applicable - Compliance: Approved -Finance (Budget): Approved -Executive: Approved -Legal: Returned for more information - Please use the on agenda date for prior legislation. Thanks!Submitter: Submitted - Updated prior legislation date to on agenda date 11/9/2020.Department Director: Approved -Finance (Purchasing): Not applicable -Compliance: Approved -Finance (Budget): Approved -]]</p> <p>Finance (Purchasing): Anne E. Collier at 3/31/2022 4:23:21 PM - [Not applicable Anne Collier - Pushing to task prior to system outage]</p> <p>Compliance: Anne E. Collier at 3/31/2022 4:36:35 PM - [Approved Continuing to push to previous state.]</p> <p>Finance (Budget): Anne E. Collier at 3/31/2022 4:50:46 PM - [Approved Budget Office approval was the last completed approval on the original submission of this item. The Executive Office should be able to review and approve or reject per the normal process now.]</p> <p>Executive: Sylvia Stevenson at 4/1/2022 10:26:14 AM - [Approved]</p> <p>Legal: Elizabeth Freeland at 4/7/2022 9:22:51 AM - [Approved]</p>

Supplemental Appropriation Request Jackson County, Missouri

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

Date: March 15, 2022

ORD # 5618
eRLA # 430

Department / Division	Character/Description	From	To
Grant Fund - 010			
2155 - Racial & Ethnic Disparity Mgr	45614 - Increase Revenues	65,111	
9999 - Non Specific	32810 - Undesignated Fund Balance		65,111
9999 - Non Specific	32810 - Undesignated Fund Balance	65,111	
2155 - Racial & Ethnic Disparity Mgr	55010 - Regular Salaries		65,111
APPROVED <small>By Sarah Matthes at 11:03 am, Mar 15, 2022</small>		<u>\$ 130,222</u>	<u>\$ 130,222</u>

Budgeting



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

P.O. Box 749
Jefferson City, MO 65102
Phone: (573) 751-4905

Subrecipient Name:		Subrecipient DUNS Number:	
Jackson County Family Court		180647497	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2022 Title II Formula Grant	10/1/2021	9/30/2022	
Project Title:		Subaward Number:	
Racial and Ethnic Disparity (RED) Manager		2020-TitleII-021	
Project Description:			
<p>This project is designed to reduce the racial and ethnic disparities in the juvenile justice system in Jackson County Missouri. The grant will fund a Racial and Ethnic Disparity (RED) Manager who will oversee the Jackson County RED Initiative and assist in furthering at the local level the DPS Comprehensive Three-Year Strategic Plan.</p> <p>We have designed a four pronged approach: 1) Data collection and research; 2) Personnel development; 3) Community relations; and, 4) Creation of a diverse, equitable and inclusive workplace. We will evaluate all decision points within the juvenile justice system for evidence of disparity and craft responses designed to remove bias and increase access to justice for youth and families. We will review policies and assessment tools for inherent bias and provide opportunities for professional development for staff related to RED.</p>			
Subaward Total:		CFDA Number and Name:	
\$65,111.80		16.540 – Title II Formula Grant Program	
Research and Development Project:		Indirect Cost Rate for Federal Award:	
No		N/A	
Name of Federal Awarding Agency:		Federal Award Date:	
Department of Justice, Office of Justice Program, Office of Juvenile Justice and Delinquency Prevention		FY2019 10/1/2019 FY2020 10/1/2020	
Name of State Administering Agency (SAA):		SAA Federal Award Number:	
Missouri Department of Public Safety, Office of the Director P.O. Box 749 Jefferson City, MO 65102		2019-JX-FX-0016 2020-JX-FX-0028	
<p>This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.</p> <p>The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.</p>			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Ms. Theresa Byrd		Dr. Pamela Behle	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
	02/18/22		2/18/22
<p>This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.</p>			
Authorized Official, Missouri Department of Public Safety			Subaward Date
			10/01/2021



TITLE II CERTIFIED ASSURANCES

Subrecipient Name:	Jackson County Family Court	Subaward Number:	2020-TitleII-021
Project Title:	Racial and Ethnic Disparity (RED) Manager		

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

General:

- Governing Directives:** The Subrecipient assures that it shall comply, and all its subrecipients 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.
- Compliance Training:** As a recipient of federal or state monies, the Subrecipient is required to attend any 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.
- System for Award Management (SAM):** The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique 5 character CAGE Code consisting of numbers and letters.
- Non-Supplanting:** The Subrecipient 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.
- Change in Personnel:** The Subrecipient 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.
- Subaward Adjustments:** The Subrecipient 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

Subrecipient 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 Subaward Adjustment Request via WebGrants.

7. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient 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 Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
8. **Criminal Activity/False Statements:** The Subrecipient 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 Subrecipient 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 Subrecipient 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, Subrecipient, Subrecipient, sub-Subrecipient, 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
U.S. Department of Justice, Investigations Division
1425 New York Avenue, N.W., Suite 7100
Washington, D.C. 20530

Missouri Department of Public Safety
Office of the Director
Attention: Office for Victims of Crime – Title II Grant
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 Department of Public Safety 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.

9. **Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or subcontractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department, the Missouri Department of Public Safety, or other agency authorized to receive such information.



The foregoing is not intended, and shall not be understood by the Subrecipient, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

In accepting this subaward, the Subrecipient:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.
10. **Protection from Reprisal for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.
11. **Lobbying:** The Subrecipient 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 Subrecipients.

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

12. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the provisions of the Federal Fair Labor Standards Act (FLSA) and/or all Missouri labor laws as applicable. See Missouri Department of Labor and Industrial Relations (MODOLIR).
13. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient 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 Subrecipient 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 Subrecipient or subrecipient of any tier shall not be liable when such Subrecipient or subrecipient contracts with its direct subrecipient who violates subsection 1 of Section 285.530, RSMo if the contract binding the Subrecipient and subrecipient affirmatively states that the direct subrecipient is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the Subrecipient or subrecipient receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subrecipient's employees are lawfully present in the United States.



14. **Relationship:** The Subrecipient agrees that they will represent themselves to be an independent Subrecipient 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 Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
15. **Injury and Damage:** In the event of any injury or damage as a result of the Subrecipient's performance under the contract, the Subrecipient 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 Subrecipient 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-Subrecipient or other person employed by or under the supervision of the Subrecipient under the terms of the contract.
16. **Drug-Free Workplace :** The Subrecipient assures that it will comply, and all its subrecipients will comply, with the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650. The Law further requires that all individual Subrecipients and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
17. **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.
18. **Employment Eligibility Verification:** The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
19. **Human Trafficking:** The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.
20. **Minors:** The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> .
21. **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 Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
22. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:



- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Subrecipient's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety
 Office of the Director
 Attn: Office for Victims of Crime
 P.O. Box 749
 1101 Riverside Drive
 Jefferson City, MO 65102-0749

Email: cvsu@dps.mo.gov

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Civil Rights:

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient 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 recipients from discriminating on the basis of age in the delivery of services or benefits.
2. **Enforcing Civil Rights Laws:** The Subrecipient 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.

3. **Limited English Proficiency (LEP):** The Subrecipient 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 (EEO):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEO) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEO obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <http://ojp.gov/about/ocr/eeop.htm>.

5. **Using Arrest and Conviction Records for Employment Decisions:** The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.
6. **Finding of Discrimination:** The Subrecipient 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 Subrecipient 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.
7. **Unlawful Employment Practices:** The Subrecipient 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.



8. **Discrimination in Public Accommodations:** The Subrecipient 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.
9. **Faith-based Organizations:** The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm."

Financial:

1. **Fund Availability:** The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient understands that all project income generated as a result of this contract shall be expended during the life of the contract.
7. **Procurement:** The Subrecipient 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 Subrecipient 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 to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - C. Purchases (not unit cost) estimated to cost between \$10,000 but less than \$100,000, shall be competitively bid, but need not be solicited by mail or advertisement.
 - D. Purchases (not unit cost) with an estimated expenditure of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - F. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.
8. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American mandate in Section 34.353 RSMo are met.
9. **Buy Missouri:** The Subrecipient 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 and Suspensions:** 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 Subrecipient 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 Subrecipient agrees to comply with the organizational audit requirements of CFR Part 200 Audit Requirements. This guidance states that non-federal entities that expend \$750,000 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 Subrecipient 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 Subrecipient of the effective date of termination. In the event of

termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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. **Claims Schedule:** The Subrecipient assures that Claims for Reimbursement and all required supporting documentation will be submitted via WebGrants by the 5th of each month. If the specified due date falls on a weekend or holiday, the Claim for Reimbursement must be received by the first working day after the weekend or holiday. Claims for Reimbursement submitted after deadline may not be processed until the following month. Claims for Reimbursement are due each month whether or not any funds were expended.

Claims for Reimbursement will be submitted within 60 days of the time the expense was incurred. DPS reserves the right to deny reimbursement of any expense that falls outside the 60 day requirement, is not identified in the approved budget, or is unallowable. Final expenses must be submitted within 35 days of the end of the contract period.

Failure to submit the required forms and supporting documentation on time shall be considered a failure to adhere to the terms of the Subaward and may result in the delay of reimbursement and/or termination of the subaward contract.

3. **Coordination of activities:** The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
4. **Data Collection:** The Subrecipient 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.



5. **Annual Performance Report:** The Subrecipient agrees to provide information on the activities supported and an assessment of the effects that the Title II – Juvenile Justice funds have had on services to youth for a one year period. That period will October 1 through September 30. This information will be submitted annually on the DPS “Title II DCTAT Annual Performance Report” no later than 30 days following the end date of the reporting period each year.
6. **Access to Records:** The Subrecipient 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 Subrecipient 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, Crime Victim Services and 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. 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 Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
11. **Duplication of Funding:** The Subrecipient 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 Subrecipient 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. **JJDP ACT Compliance:** The Subrecipient 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.
14. **Confidentiality/Privacy Requirements:** The Subrecipient 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. Subrecipient 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.
15. **Federal Acquisition Regulation:** The Subrecipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The Subrecipient 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 Subrecipient (and of each of its subrecipients, if applicable) to ensure that this condition is included in any subaward under this award.

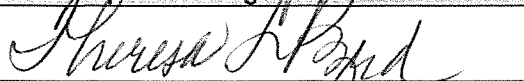
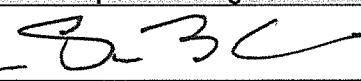
The Subrecipient has the responsibility to obtain from sub recipients, contractors, and sub-contractors (if any) all rights and data necessary to fulfill the Subrecipient's obligations to the Government under this award. If a proposed sub recipient, contractors, or sub-contractors refuses to accept terms affording the Government such rights, the Subrecipient 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.

16. **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.
17. **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.

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

Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Ms. Theresa Byrd		Dr. Pamela Behle	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
	02/18/22		2/18/22





Grant Details

Grant: 2020-TitleII-021 - Racial and Ethnic Disparity (RED) Manager - 2022

Status: Underway
Program Area: Title II Formula Grant
Grantee Organization: Jackson County Family Court
Program Officer: Connie Berhorst
Budget Total: \$65,111.80

Personnel

Line Number:	Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost
1000	Teresa Smith	Racial and Ethnic Disparity Manager	Retained	FT	\$2,504.30	26.0	100.0	\$65,111.80
								\$65,111.80

Personnel Justification

The grant request is for a RED Manager in the 16th Judicial Circuit. The resume for the current RED Manager is included in supporting documentation. This demonstrates the individual's ability to perform the key job responsibilities, which are to:

1. Work with the Deputy Court Administrator, Family Court Directors and other staff to develop a comprehensive strategy for reducing racial inequities and managing/improving race relations between court staff and the public, between court staff and clients, and staff-to-staff.
2. Work in collaboration with the State DMC Coordinator and State Steering Committee Team.
3. Identify or develop resources for use at the community level to promote positive youth development.
4. Increase youth involvement in state and local level policy discussions and decision making.
5. Collect data and analyze to examine disparities and gaps that may lead to RED.
6. Utilize decision points data to generate solutions to identified disparities.
7. Planning and problem-solving for a specific population or youth and families in a way that is responsive to culture and context.

8. Attend RED trainings and identifying local needs for training.
9. Work with internal or external partners in developing a strategic plan for RED and monitor plan regularly.
10. Share quarterly resources and information with the State Steering Committee.
11. Develop and procure training for Family Court staff in the areas of cultural competence, implicit bias, fairness and racial equity, and race relations.

Personnel Benefits

Line Number:	Category	Item	Unit Cost	Percentage/# of Periods	% of Funding Requested	Total Cost
						\$0.00

Personnel Benefits Justification

Travel/Training

Line Number:	Item	Category	Unit Cost	Duration	Number	Total Cost
						\$0.00

Travel/Training Justification

Equipment

Line	Item	Description	Unit	Quantity	Source of	% of Funding	Total
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Number:		Cost		Bid	Requested	Cost
						\$0.00

Equipment Justification

None requested

Supplies/Operations

Line Number:	Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
						\$0.00

Supplies/Operations Justification

None requested

Contractual

Line Number:	Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
						\$0.00

Total Budget

Total Project Cost: \$65,111.80

Contractual Justification

*If contractual costs are **NOT** included in the budget, leave this section blank.*

If contractual costs are included in the budget, provide justification for each expense. Address why the expense is necessary for the proposed project.

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

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