

BILL NO. 2016-006

ORDINANCE NO. 8094

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI ACCEPTING THE AWARD OF THE STOP VAWA GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AWARD.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. The STOP VAWA Grant agreement attached hereto and incorporated herein by reference between the City of Nevada and the Missouri Department of Public Safety is hereby accepted.

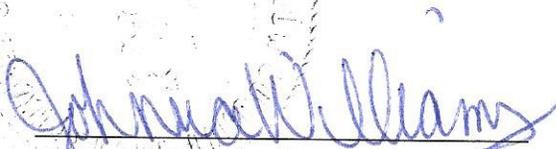
Section 2. The City Manager is hereby authorized and directed to execute the same.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri this 1st day of March, 2016.



(seal)

ATTEST:


Johnna Williams, Deputy City Clerk



Brian L. Leonard, Mayor

AGENDA ITEM
February 16, 2016

Subject: 2016-17 STOP VAWA Grant

Department: Nevada Police Department

The Nevada Police Department has been awarded a renewal of the Missouri Department of Public Safety Grant, Stop Violence Against Women Act (STOP VAWA). This grant was initially awarded in 2014 and will continue for the next two years. The grant will fund payment at 75% of one approved full-time Nevada Police Detective position. This grant funding includes salary and fringe benefits for a 24 month period. The total amount of the grant share awarded is \$70,031.85. This grant has a 25% local match requirement of \$23,343.95 over the 24 month grant period.

This career law enforcement funded position is currently held by a Nevada Police Detective who has been in this assignment for two years. The official grant renewal date is January 1, 2016.

JEREMIAH W. (JAY)
NIXON
Governor

LANE J. ROBERTS
Director



STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

Lewis & Clark State Office
Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
FAX: 573-751-5399
Internet Address:
<http://www.dps.mo.gov>

January 21, 2016

Nevada Police Department
Graham Burnley
120 S. Ash
Nevada Missouri 64772

Re: 2016-2017 STOP VAWA Grant

Dear Graham Burnley,

The status of the above referenced application under the 2016-2017 STOP VAWA Solicitation funding opportunity has changed from "Approved" to "Awarded".

Enclosed are the Award of Contract and Certified Assurance documents pertaining to your award. The Authorized Official and Project Director, as identified on the Contact Information form in your application, must sign each document. The signatures must be original – stamped signatures will not be accepted! If you have had a change in either the Authorized Official or Project Director, please contact the Missouri Department of Public Safety immediately to initiate a revision.

The following documents must be returned to our office no later than February 20, 2016:

- Signed Award of Contract document (enclosed)
- Signed Certified Assurance document (enclosed) and,
- Copy of your entire Application (**Agency must print from WebGrants - Do Not Forget to Print the Attachments**)

All mail correspondence should be mailed to the attention of the CVSU Section. Please remember that your contract is not final until the Director/Designee of the Missouri Department of Public Safety signs it. A signed copy of the Award of Contract form and a copy of the Certified Assurances document will be returned to you via Webgrants for your records.

If you have any questions, please contact Tiffany at 573-526-9945.

Sincerely,

Tyler Rieke
CVSU Program Manager

cc: File

Enclosures

KW



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
AWARD OF CONTRACT

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

| | | |
|--|--|--|
| Program Area: STOP Violence Against Women Act (VAWA) | | Catalog of Federal Domestic Assistance (CFDA) #: 16.588 |
| Contractor Name: Nevada Police Department | | |
| Project Title: Victim Advocacy Response Program | | |
| Contract Period: January 1, 2016 to December 31, 2017 | State/Federal Funds Awarded: 70031.85 | Contract Number: 2012-VAWA-041-SW |

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

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


 Applicant Authorized Official 2/1/16
Date


 Applicant Project Director 2/1/16
Date

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


 Authorized Official, MO Department of Public Safety

January 1, 2016
 Award Date



Handwritten initials



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



2016 CERTIFIED ASSURANCES

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

General:

1. **The Sub-recipient assures that it shall comply, and all its Sub-recipients shall comply, with the applicable provisions of the 2016-2017 STOP VAWA Solicitation, the DPS Financial and Administrative Guide, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations), and other applicable federal and state laws, orders, circulars, or regulations.**

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

2. The Sub-recipient assures that it shall comply, and all its Sub-recipients shall comply, with the applicable provisions of the VAWA Solicitation, the DPS Financial and Administrative Guide, the Travel Guidelines, and other applicable state laws or regulations.
3. **Compliance Training:** As a recipient of federal or state funds, the Sub-recipient is required to attend the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, contract changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
4. **Non-Supplanting:** The Sub-recipient assures that federal or state funds made available under this contract will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
5. **Change in Personnel:** The Sub-recipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence of personnel as it affects the 'My Profile' module, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
6. **Contract Adjustments:** The Sub-recipient understands that any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Sub-recipient but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a Contract Adjustment via WebGrants.

7. **Monitoring:** The Sub-recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Sub-recipient assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Sub-recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
8. **Criminal Activity:** The Sub-recipient assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

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

- 1) Submitted a false claim for grant funds under the False Claims Act or
- 2) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

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

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

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

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

9. **Lobbying:** The Sub-recipient understands and agrees that it cannot use any federal or state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government,

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

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

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

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

In accordance with Sections 285.525 to 285.550, RSMo a general Sub-recipient or Sub-recipient of any tier shall not be liable when such Sub-recipient or Sub-recipient contracts with its direct Sub-recipient who violates subsection 1 of Section 285.530, RSMo if the contract binding the Sub-recipient and Sub-recipient affirmatively states that the direct Sub-recipient is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the Sub-recipient or Sub-recipient receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct Sub-recipient's employees are lawfully present in the United States.
12. **Relationship:** The Sub-recipient agrees that they will represent themselves to be an independent Sub-recipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs. The Sub-recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
13. **Uniform Crime Reporting (UCR):** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the contract period.
14. **Racial Profiling:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the contract period.
15. **Federal Equitable Sharing Funds:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in compliance with Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
16. **Custodial Interrogations:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
17. **DWI Law:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with Section 577.005 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo. In addition, the Sub-recipient assures that its county prosecuting attorney or municipal prosecutor is in full compliance with Section 577.005 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
18. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Sub-recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
19. **Drug-Free Workplace Act of 1988:** The Sub-recipient assures that it will comply, and all its Sub-recipients will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual Sub-recipients and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
20. **ACORN:** Sub-recipients understand and agree that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

21. **Computer Networks:** The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Civil Rights:

1. **Enforcing Civil Rights Laws:** The Sub-recipient acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates sub-recipients that are the subject of discrimination complaints from both individuals and groups.
 2. **Discrimination:** The Sub-recipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
 3. **Limited English Proficiency (LEP):** The Sub-recipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against national Origin Discrimination Affecting Limited English Persons*, 67 Fed. Reg. 41455 (June 18, 2012) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <http://www.lep.gov>.
 4. **Equal Employment Opportunity Plan (EEOP):** The Sub-recipient agrees to comply with the applicable requirements of 28 C.F.R. pt 42, subpt E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Sub-recipient will maintain an EEOP if the recipient (1) is a state or local government agency or any business; and (2) has 50 or more employees; and (3) receives a single award of \$25,000 or more. The Sub-recipient this is required to maintain an EEOP must submit an EEOP Utilization Report to DOJ's Office for Civil Rights (OCR), Office of Justice Programs, if it receives a single award of \$500,000 or more. The EEOP Utilization report can be found at: <http://ojp.gov/about/ocr/eeop.htm>.
- All Sub Recipients, irrespective of their EEOP obligations, must complete the EEOP Certification Form, in which the recipient declares its satisfaction of its obligations. The Certification Form can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>.
5. **Finding of Discrimination:** The Sub-recipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the Sub-recipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs.
 6. **Unlawful Employment Practices:** The Sub-recipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
 7. **Discrimination in Public Accommodations:** The Sub-recipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
 8. **Faith-based Organizations:** The Sub-recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

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

Financial:

1. **Fund Availability:** The Sub-recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
3. **Financial Guide:** The Sub-recipient agrees to comply with the financial and administrative requirements set forth in the current Missouri Department of Public Safety Financial and Administrative Guide.
4. **Allowable Costs:** The Sub-recipient understands that only allowable and approved contract expenditures will be reimbursed under this contract. These monies may not be utilized to pay debts incurred by other activities. The Sub-recipient agrees to obligate funds no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Sub-recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety.
5. **Financial Reporting Requirements:** The Sub-recipient agrees to complete and submit any financial reports required for this program as outlined in the VAWA Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
6. **Project Income:** The Sub-recipient agrees to account for project income generated by the activities of this contract, and shall report receipts and expenditures of this income on the monthly Claim report. The Sub-recipient understands that all project income generated as a result of this contract shall be expended during the life of the contract.
7. **Procurement:** The Sub-recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Sub-recipient assures that all procurement transactions will meet the minimum standards set forth in the *DPS & CVSU Financial and Administrative Guidelines* and identified here:
- A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - B. Purchases to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.
 - C. Purchases estimated to total between \$3,000 but less than \$24,999 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - D. Purchases with an estimated total of \$25,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - F. Sole source procurement on purchases to a single vendor of \$3,000 and over requires prior approval from the Missouri Department of Public Safety.
8. **Buy American:** The Sub-recipient acknowledges Sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods

manufactured or produced in the United States, unless exceptions to the Buy American mandate in Section 34.353 RSMo are met.

9. **Buy Missouri:** The Sub-recipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
10. **Debarment:** This certification is required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Sub-recipient certifies that it and its principles:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph B of this certification; and
 - D. Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default
11. **Audit:** An audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from State Government or state funds passed through state agencies), of \$250,000 or more is expended by the applicant agency. An audit is required for the agency fiscal year, when FEDERAL financial assistance, (which consists of funds received directly from the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, the Sub-recipient assures that such audit will be submitted to the Missouri Department of Public Safety, Office of the Director.
 12. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Sub-recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Sub-recipient under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event that the Missouri Department of Public Safety determines that a Sub-recipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable state requirements governing these funds, the Missouri Department of Public Safety may permanently or temporarily terminate the contract. In the event a contract is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the contract funds remaining or an amount equal to the portion of the contract funds wrongfully used.
 13. **Enforceability:** If a Sub-recipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
 14. **Compensation:** The Sub-recipient understands that funds may not be used to pay cash compensation (salary plus bonuses) to any employee of this grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. The Sub-recipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

Programmatic:

1. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Sub-recipient, if providing services to victims of domestic and/or sexual violence and their children through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs and/or Sexual Violence Programs, as they relate to the provision of services required herein.
2. **Services to All Other Victims of Crime:** The Sub-recipient, if not primarily providing services to victims of domestic and/or sexual violence through this contract, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.
3. **Coordination of activities:** The Sub-recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
4. **Data Collection:** The Sub-recipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the Department of Justice, Office of Justice Programs or Office of Violence Against Women. In addition to information that may be necessary in follow up to monitoring and/or audit issues, and in response to requests from the Missouri Department of Public Safety.
5. **Access to Records:** The Sub-recipient authorizes the Missouri Department of Public Safety and/or the Office for Victims of Crime and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to the VAWA grant.
6. **Confidentiality of Research Information:** The Sub-recipient assures that except as otherwise provided by federal law, they shall not use or reveal any research or statistical information furnished under this program by any person identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VAWA. Such information, and any copy of such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding.
7. **Printed Materials:** All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: **"This project was supported by funding made available through the Fund administered by the Missouri Department of Public Safety, Office of the Director."** The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Missouri Department of Public Safety, Office of the Director or the Department of Justice Programs.
8. **Client-Counselor Confidentiality:** The Sub-recipient assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
9. **Code of Professional Ethics:** The Sub-recipient shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Sub-recipients.
10. **Victims' Rights Compliance:** The Sub-recipient assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo.** (These eligible direct victim services do not include general witness assistance)
11. **Criminal or Civil Filings:** The Sub-recipient assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order or a petition for a protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant, protection order, petition for a protection order or witness subpoena, whether issued inside or outside this state.

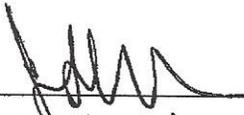
12. **Forensic Medical Exams:** To the extent funds are not available from other sources, the state, must incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault. No State, territory, Indian tribal government, unit of local government, or another governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.
13. **Polygraph/Voice Stress Analysis:** No prosecuting or circuit attorney, peace officer, governmental official, or employee of a law enforcement agency shall request or require a victim of sexual assault under section 566.040 or forcible rape under section 566.030 to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such crime.
14. **Court Records:** After August 28, 2007, any information contained in any court record, whether written or published on the Internet, that could be used to identify or locate any victim of sexual assault, domestic assault, stalking, or forcible rape shall be closed and redacted from such record prior to disclosure to the public. Identifying information shall include the name, home or temporary address, telephone number, social security number or physical characteristics.
15. **Consultation with Victim Services:** Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.
16. **Nondisclosure of confidential or Private Information:** Sub-recipients may not disclose personally identifying information about victims served with VAWA funds without a written release unless the disclosure of the information is required by a statute or court order. This applies whether the information is being requested for any VAWA grant program or another Federal agency, state, tribal, or a territorial grant program. This provision also limits disclosures by VAWA Sub-recipients to other federal grantees, including disclosures to statewide or regional databases.
17. **Historic Preservation Act:** Sub-recipients must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
18. **Time Records Requirement:** The applicant assures that, all project personnel funded through the VAWA grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS upon request.
19. **Claims that are Late:** Sub-recipients assure the Claim for Reimbursement, Detail of Expenditures, and supporting documentation will be submitted by the 5th of each month. If specified due date falls on a weekend or holiday, the Claim must be received by the first working day after the weekend or holiday. Claims submitted after deadline will not be processed until the following month. Claims are due each month whether or not the sub-recipient expended any grant or local match funds.

Failure to submit the required forms on time shall be taken as failure to adhere to the terms of the Award of Contract and may result in the delay of reimbursement and/or termination of the contract.
20. **Timely Reporting:** Sub-recipients assure that expenses will be submitted within 60 days from the time the expense was incurred. The Missouri Department of Public Safety reserves the right to deny reimbursement of any expense that falls outside the 60 day requirement.
21. **Claims with Errors:** Sub-recipients assure that accurate claims will be submitted. If a Claim is submitted with errors, the Claim may be negotiated for corrections. If the errors are not corrected after two (2) negotiations, the Claim may be withdrawn and not paid. If a Claim is withdrawn due to errors, a correspondence will be sent to the Executive Director and Board President.
22. **Annual Performance Report:** The Sub-recipient agrees to provide information on the activities supported and an assessment of the effects that the VAWA victim assistance funds have had on services to crime victims for a one year period. That period will either run October 1 through September 30, July 1 through June 30 or January 1

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

- 23. **Match:** State and local units of government are required to provide 25% of the total project cost as match. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP VAWA program funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider, victim service providers may voluntarily provide match on the STOP VAWA grant.
- 24. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.
- 25. **Financial Statements:** All non-profit sub-recipients of STOP VAWA funding under this award are required to make their financial statements available online (either on the Missouri Department of Public Safety's, the sub-recipient's, or another publicly available website). DPS and OVC will consider sub-recipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

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

Authorized Official  Date 2/1/16

Project Director  Date 2/1/16

Missouri Department of Public Safety

Application

55966 - 2016-2017 STOP VAWA Solicitation - Final Application

56854 - Victim Advocacy Response Program
STOP Violence Against Women Grant (VAWA)

Status: Awarded

Original Submitted Date: 09/17/2015 8:30 PM

Last Submitted Date: 12/09/2015 2:29 PM

Applicant Information

Primary Contact:

Name:* Capt. Casey Crain
Title First Name Last Name
Job Title:* Assistant Chief of Police
Email:* ccrain@nevadamo.gov
Mailing Address:* 120 S. Ash
Street Address 1:
Street Address 2:
* Nevada Missouri
City State/Province 64772
Postal Code/Zip
Phone:* 417-448-5100
Fax:* 417-381-1923

Ext.

Organization Information

Applicant Agency:* Nevada Police Department
Organization Type:* Government
Federal Tax ID#:* 446000232
DUNS #:* 092853381
CCR Code: 5CJ14 08/30/2016
Valid Until Date
Organization Website:
Mailing Address:* 120 S. Ash Street

Street Address 1:
 Street Address 2:
 City* Nevada Missouri 64772 3117
City State/Province Postal Code/Zip + 4
 County:* Vernon
 Congressional District:* 04
 Phone:* 417-448-5100 Ext.
 Fax:* 417-381-1923

Contact Information

Authorized Official

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract (e.g. Board President, Presiding Commissioner, Mayor, City Administrator, University President, State Department Director).

The Authorized Official and the Project Director cannot be the same person.

Authorized Official:* Mr. JD Kehrman
Title First Name Last Name

Job Title:* City Manager

Agency:* City of Nevada

Mailing Address:* 110 S. Ash

Street Address 1:

Street Address 2:

AOCity* Nevada Missouri 64772
City State Zip Code

Email:* jdkehrman@nevadamo.org

Phone:* 417-448-5101

Ext.

Fax:* 417-448-2707

Project Director

The Project Director is the individual that will have direct oversight of the proposed project.

The Authorized Official and the Project Director cannot be the same person.

If the project agency is a local law enforcement agency, the Project Director shall be the chief or sheriff of that agency. Exceptions to this requirement are the St. Louis Metropolitan Police Department and the Kansas City Police Department.

Project Director:* Chief Graham Burnley
Title First Name Last Name

Job Title:* Chief of Police

Agency:* Nevada Police Department

Mailing Address:* 120 S. Ash

Street Address 1:

Street Address 2:

PDCity*

Nevada

Missouri

64772

City

State

Zip Code

Email:*

gburnley@nevadamo.org

Phone:*

417-448-5100

Ext.

Fax:*

417-381-1923

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level (e.g. City Clerk, County Treasurer, Director of Finance, Accountant).

Fiscal Officer:*

Ms.

Kristie

Modlin

Title

First Name

Last Name

Job Title:*

City Treasurer

Agency:*

City of Nevada

Mailing Address:*

110 S. Ash

Street Address 1:

Street Address 2:

FOCity*

Nevada

Missouri

64772

City

State

Zip Code

Email:*

kmodlin@nevadamo.org

Phone:*

417-448-5103

Ext.

Fax*

417-448-2707

Project Contact Person

The Project Contact Person should be the individual who is most familiar with the program this grant will fund.

This person can be the Project Director if that individual is most familiar with the program.

Project Contact Person:*

Capt.

Casey

Crain

Title

First Name

Last Name

Job Title:*

Assistant Chief of Police

Agency:*

Nevada Police Department

Mailing Address:*

120 S. Ash

Street Address 1:

Street Address 2:

OCCity*

Nevada

Missouri

64772

City

State

Zip Code

Email:* ccrain@nevadamo.org

Phone:* 417-448-5100

Ext.

Fax:* 417-381-1923

Non-Profit Chairperson

Enter the name and address of the individual serving as the organization's board chairperson. Please provide an address other than the agency address.

This section is not applicable to agencies that are not considered a 501 (c) (3) non-profit organization.

Non-Profit Chairperson:

Title First Name Last Name

Job Title:

Agency:

Mailing Address:

Street Address 1:

Street Address 2:

NCCity Missouri

City State Zip Code

Email:

Phone:

Ext.

Fax

Project Summary

Application Type:* Continuation

Current Contract Number(s): 2012-VAWA-009-SW

Program Category:* DV & SA Services

Project Type:* Local

Geographic Area:* City of Nevada, located in Vernon County, in Southwest Missouri

Brief Summary:* The Victim Advocacy Response Program will seek to respond to domestic violence and other crimes that involve violence against women. The program will focus first on enforcement of the laws, crime scene investigation, and holding the abuser accountable for the crime. Second, the program will provide direct services to victims by offering additional investigation if needed, follow-up, crisis intervention, orders of protection, safety planning, access to an advocate, information about crime victims services, and other information and referrals as needed.

Program Income Generated:* No

History of the Agency

Brief History of the Program Project Agency*

Provide a brief history of the Agency and the type(s) of victim services the agency provides.

The Nevada Police Department serves the City of Nevada located in Vernon County in southwest Missouri. Nevada has a resident population of 8,386 and a daytime population of approximately 12,000. Two major highways intersect Nevada, U.S. Highway 54 and Interstate 49. Nevada is located 100 miles south of Kansas City, Missouri and is the largest city in the four adjoining county area. There are currently 21 commissioned officers on the Nevada Police Department.

The Nevada Police Department is a 24/7 staffed municipality police agency that provides a variety of services to the citizens of the City of Nevada including preservation of the peace, investigating and making detailed reports of all complaints and law violations, enforcement of all state laws and city ordinances, prevention of crimes, traffic control, investigation of traffic accidents, service of state and municipal arrest warrants, service of civil process papers for the state and municipal courts, rendering aid to the injured as trained first responders to any emergency incidents, enforcement of traffic laws, enforcement of animal codes, prisoner escorts, recovering stole property, escort duty, motorist assists, public relations and educational events, security checks of all businesses, security checks of residences of vacationing citizens, and response to all other calls for service by the citizens of our community.

The Nevada Police Department has been involved in the Vernon County Domestic Violence Task Force since its beginning. The Department has worked closely with Moss House, the local domestic violence shelter located in Nevada, to collaborate with other community agencies. The task force has greatly improved systems accountability and created some safety measures for victims in our county.

If funded, the Nevada Police Department seeks to continue our advocacy program that will address domestic violence and other crimes that involve violence against women. The program will focus first on enforcement of the laws, crime scene investigation, and holding the abuser accountable for the crime. Second, the program will provide direct services to victims by offering additional investigation if needed, follow-up, crisis intervention, orders of protection, safety planning, access to an advocate, information about crime victim's services, and other information and referrals as needed.

Statement of the Problem

Statement of the Problem*

This section must address the need for grant funds and the proposed project.

Define the problem that you will be attempting to impact with the project for which you are requesting funds. Be specific

Do not include every issue the Applicant Agency addresses, but only the one(s) that will be impacted by the use of the grant funds being requested. (Please note that the problem is NOT a lack of staff, counselors, equipment, etc. This is the result of the problem).

Since you are competing with other agencies for limited funds, you should document as extensively and as factually as possible the definition of the problem.

This section must justify the proposed services to be outlined in the Methodology section.

This section should include relevant facts and local statistics on incidents of crime, the number of victims served during the past year - (two years, three years, etc.), existing resources, demographic and geographic specifications, etc. that document and support the stated problem.

Provide crime statistics for all areas served; do not provide global statistics - information must be specific to the service area.

The Victim Advocacy Response Program seeks to intervene with crimes of domestic violence and other violence against women. Domestic violence is a rather large problem in our rural city. It is defined as a pattern of assaultive and coercive behaviors that adults or adolescents use against their current or former intimate partners.

Domestic violence is frequently perpetrated against the same victim, using tactics of control that are both criminal and

non-criminal. In addition to physical violence, victims often experience psychological abuse, financial abuse, and sexual abuse. Tactics of control can include isolation, using the children, damaging other relationships with family and friends, attacking property and pets, and stalking the victim.

The problem in the City of Nevada is that we have perpetrators of domestic violence and other violence against women in our city that are breaking the law. This also leaves victims that are in need of advocacy services.

Listed below is a chart of the calls for service that officers have responded to the last five years involving violence against women:

| Reason for Call | 2015 ytd | 2014 | 2013 | 2012 | 2011 |
|----------------------------|------------|------------|------------|------------|------------|
| Domestic Violence | 184 | 253 | 360 | 316 | 246 |
| Sexual Assault | 11 | 17 | 17 | 21 | 22 |
| Stalking | 18 | 5 | 2 | 6 | 3 |
| Protection Order Violation | 51 | 58 | 65 | 66 | 53 |
| Child/Abuse Neglect | 52 | 72 | 62 | 83 | 44 |
| Total calls | 316 | 405 | 506 | 492 | 368 |

As you can see from the numbers, they were increasing prior to receiving funding through this grant for our program which started in 2014. In the first year of our program our overall numbers decreased by approximately 20%. Our year to date numbers for 2015 indicate that we should be able to maintain that reduction in overall calls for service involving violence against women.

This is a problem for a small, rural community. This grant seeks to continue our aggressive response program that will work toward better enforcement and accountability for perpetrators and increased safety and advocacy for victims. It would be our end goal to reduce violence against women in our town.

According to the Census Bureau, 95.1% of Vernon County is Caucasian. 81% of the population has a high school diploma. 26% of the population lives below the poverty rate. 51.6% of our children are on free or reduced lunches. The unemployment rate for 2014 was 5.9%. 17% of the population is on food stamps and 18% are enrolled in MO Health Net.

In 2014, there were 433 alleged reports of child abuse/neglect called in to the state hotline. In 2013, there were 499 calls and in 2012 there were 493 calls. There is often a co-occurrence of domestic violence with child abuse. Perpetrators often are abusing all the members of the household, including the pets.

Type of Program

Methodology/Type of Program*

Outline the services to be provided by this project. Give as much detail as possible about your proposed project.

Define what services will be provided through the grant project, who will provide these services, how they will be accessed and who will benefit from these services. Flow charts and chronological outlines are great, but must be supported by additional narrative description.

Agencies that primarily serve domestic and/or sexual violence victims will be required to comply with the Missouri Coalition Against Domestic and Sexual Violence (MCADSV) Service Standards & Guidelines. (These agencies will not be required to comply with the Missouri Department of Public Safety Crime Victim Services Unit (MoCSVU) Program Standards and Guidelines)

In this section, agencies will need to explain how services are delivered in compliance with the MCADSV Standards. Please do not simply state the agency is in compliance! MCADSV Service Standards & Guidelines can be downloaded as a separate document from the DPS website.

All other agencies (those NOT primarily serving victims of domestic violence and/or sexual violence) will be required to comply with the new Missouri Department of Public Safety Crime Victim Services Unit (MoCVSU) Program Standards and Guidelines. (These agencies will not be required to adhere to the MCADSV Standards)

In this section, agencies will need to explain how services are delivered in compliance with the MoCVSU Program Standards and Guidelines. Please do not simply state the agency is in compliance! MoCVSU Program Standards and Guidelines can be downloaded as a separate document from the DPS website.

The Victim Advocacy Response Program will provide two key services to the City of Nevada: 1) enforcement of the law

and criminal investigation and 2) victim advocacy services

Officers on patrol will continue to respond to calls for service within the regular procedures set forth by the Nevada Police Department operating policies and procedures. All patrol officers are required to complete their preliminary reports by the end of their shift.

Responding officers who make initial contact with the victim will provide immediate assistance, respond appropriately to any criminal acts that have occurred and provide all available resources to the victim.

A cell phone is now provided to the Nevada Police Department by the Moss House, our local domestic violence victim shelter which allows for immediate notification to victim advocates from the victim with the assistance of the responding police officer.

Officers from the Nevada Police Department conduct lethality assessments at the scene of all domestic violence cases and provide that information immediately to the victim advocate. A copy is maintained by this program's grant funded detective and other copy is provided to the prosecutor along with the case file during warrant application.

The detective will review all incidents involving domestic violence or violence against women the next day. On days off, other detectives of the NPD will review the incident log sheets to determine if immediate contact is necessary prior to the detective returning to shift.

The detective will attempt to contact the victim within two days of receiving the report. During this visit, the detective will obtain information about prior acts of violence, both reported and unreported. The detective will inquire about injuries and also take follow-up pictures of injuries if necessary.

During this visit the detective will also assess whether the victim is choosing to leave or stay in the relationship. The detective will provide information and education to the victim about the dynamics of domestic violence and inform the victim that law enforcement will continue to respond as many times as needed.

The detective will ask the victim if they would like an advocate. If so, the detective will contact the victim advocate with the shelter and request services. If the victim does not want contact with an advocate, the detective will provide information to the victim about how to access those services at a later time.

For high lethality cases, the detective will be contacted immediately. In these cases, the detective may help with apprehension of the subject, investigation of the incident, interview of the victim, information about Orders of Protection, and assist with increased bond for the suspect.

For all other cases, the detective will attempt to make in person or telephone contact with the victim. If injuries occurred, the detective will make in person contact a priority to ensure proper photographs or re-photographs are taken. The detective will attempt to obtain a written statement from the victim and inform the victim that the State of Missouri will be pressing the charges, not the victim.

In person contact will be indicated when follow up photos need to be taken of visible injuries, medical release forms are needed, multiple incidents have occurred with this victim, or when requested by an advocate.

The detective will perform follow up investigations which include interviewing the victim, suspect, or witness. Additional investigation may also be requested by the prosecuting attorney.

The detective will be responsible for follow up photographs, copies of 911 or jail tapes if needed, medical record release forms, signed or written statements, and any other detectable physical evidence.

The detective will work with the domestic violence task force and the shelter advocates to build partnerships and create more collaboration. In addition, the detective will complete domestic and sexual violence training.

Advocates from the shelter will provide direct victim services to victims requesting those services. These services may include safety planning, crisis intervention, case management, assistance with Orders of Protection, and resource referral.

The advocates will be on-call and available to go with the detective for home visits if requested by the detective. In addition, in high lethality cases, the advocate may be called to the scene by the detective to provide immediate victim services and assist with safe shelter or hospital accompaniment.

The advocates will educate about domestic and sexual violence. Information about Crime Victim's Compensation will be given to the victim. Advocates will explain the program and offer to assist with filing the claim. In addition, the advocates will inform each victim about MOVANS and will assist the victim with enrolling in the program if the victim desires. The advocate is also trained for Safe At Home and informs victims of the program.

The detective and the advocates will both document services provided and keep statistics needed for the effective evaluation of the program.

The Victim Advocacy Response Program is in compliance with MoCVSU standards in the following ways:

- The program has organizational administration policies.
- The agency has policies in place that address organizational structure, personnel administration, staff development, service provisions, program accessibility, records and confidentiality of victim information.
- Complete confidentiality will be maintained. The detective will only release records that are subject to the sunshine law. No information will be released in regard to a sexual assault victim. Efforts will be made to remove victim addresses from police reports if safety of the victim is a concern. For advocates, they will follow the stricter requirements of RSMo 455.220. Victims will be informed of confidentiality prior to delivery of service.
- The program has written policies concerning interagency communications, storage and access to records and service documentation.
- All contacts will be made privately.
- Compliance with the Mo DPS Code of Professional Ethics for Victim Service Providers.
- Crisis intervention services are provided by a trained advocate with primary focus on safety planning, information and referrals for community resources, advocacy, and empowerment.
- The advocate is trained in domestic violence, has a list of community resources, and has established relationships with other service providers in the community.
- The advocate informs clients of options from the civil and/or criminal justice systems. The advocate also assists the client in self-identified interventions and actions that are needed.
- The advocate has a working knowledge of current Missouri and federal laws as well as the local county court systems. The advocate works with the criminal and civil justice systems to encourage consistent response to victims and the need to hold batterers accountable. This is done through the task force and individually within each agency.

All victims served by the Victim Advocacy Response Program will have the opportunity to fill out an evaluation form.

Proposed Service Area

Proposed Service Area*

State the geographic area to be served by this project.

The proposed service area of the Victim Advocacy Response Program is the City of Nevada, Missouri located in Vernon County in Southwest Missouri. The City of Nevada has a resident population of 8,386 and a daytime population of approximately 12,000. Two major highways intersect Nevada, U.S. Highway 54 and Interstate 49. Nevada is located 100 miles south of Kansas City, Missouri and is the largest city in the four adjoining county area.

However as we regularly work in partnership with others, we will always be available to assist other agencies in Vernon County and other agencies in the nearby counties.

Coordination of Services

Coordination of Services*

Outline how your agency will coordinate the activities of this project with other service providers, law enforcement agencies, prosecuting attorney's offices, courts and other agencies in your community. Other services may not necessarily be the same as offered by your project.

Explain how the services to be offered by this project will complement other activities and services already in place in your community.

Do not merely state who you coordinate with; provide an explanation of specific activities.

Please note that this is a required component to receiving VAWA funds.

The Nevada Police Department will coordinate specifically with Moss House, Nevada Regional Medical Center, Vernon County Prosecutor, Circuit Clerk, and Children's Division for this project.

Moss House will provide the advocates to provide direct services for those served under the Victim Advocacy Response Program. The Nevada Police Department regularly makes referrals to the shelter and transports victims. In addition, the Nevada Police Department has active and frequent contact with the shelter staff in regard to client needs, police reports, and general needs.

A cell phone is now provided to the Nevada Police Department by the Moss House which allows for immediate notification to Victim Advocates from the victim with the assistance of the responding police officer.

Officers from the Nevada Police Department have begun conducting lethality assessments at the scene of all domestic violence cases and provide that information immediately to the victim advocate. A copy is maintain by this program's grant funded detective and other copy is provided to the prosecutor along with the case file during warrant application. The Nevada Police Department is committed to the statewide STOP VAWA Implementation Committee's goal of reducing homicides in Missouri. Our team believes that lethality assessments are yet another tool to help law enforcement and advocates determine the lethality and urgency of safe shelter and early advocacy intervention services.

As part of our current program the Nevada Police Department is currently working with Council on Families in Crisis to schedule eight hours of training for law enforcement on domestic violence, sexual assault and stalking. The training will be provided by Detective Randy Nichols and Detective Andy Muscato with the DOVE unit from the Columbia (MO) Police Department. Our team is working to schedule the training during October of 2015 for Domestic Violence Awareness Month.

The Nevada Police Department already works with Nevada Regional Medical Center when sexual assaults occur. The Nevada Police Department provides the sexual assault kits and investigates the crime.

The Nevada Police Department works closely with the prosecuting attorney on many cases. The detective will collaborate with both the prosecutor and the victim advocate in his office.

The detective will work closely with the circuit clerk to help with Orders of Protection for victims served by the new program.

The Nevada Police Department already accompanies Child Protection Services workers on hotline investigation reports. The detective will work closely with them as they screen for co-occurrence of domestic violence and child abuse.

The Nevada Police Department is very active in coordinating services within the City of Nevada. The Nevada Police Department is also involved in the following:

- **Vernon County Domestic Violence Task Force:** The Nevada Police Department has been involved since the beginning. The task force meets monthly to look at systemic accountability as well as offender accountability. Over the years, the task force has been instrumental in bringing a yearly Crime Victim's Rights Week Ceremony, Domestic Violence Awareness Walk, educational campaigns, and improved system responses to victims. Most recently, the task force was crucial in the installation of a 16-camera security system and full-time deputy for courthouse security.
- **Children's Division:** Officers from the Nevada Police Department accompany Child Protective Services workers on child abuse and neglect hotline investigation calls.
- **Southwest Missouri Children's Center:** The Chief of Police serves on the local committee for this agency. In addition, the Nevada Police Department coordinates cases and serves on the case review team.
- **Vernon County Youth Task Force:** The Chief of Police serves on this task force. They are focused on youth ages 14-19 and dealing with issues of self-esteem, homelessness, dating violence, and healthy choices for teens.
- **National Night Out:** This is a yearly event to bring awareness to the community about crime prevention. A program is held at the local pool and there are booths from various service providers in the community.
- **Citizens Police Academy:** This is a nine week course offered to the general public. It introduces the average citizen to the duties of law enforcement and encourages partnership within the city to improve public safety. Offenders and perpetrators of violence cannot attend.
- **CIT Program and Community Council:** The Crisis Intervention Team (CIT) Program was established in 2011 by the Nevada Police Department. It works with Nevada Regional Medical Center, Pathways Behavioral Health, On My Own, and other service providers to provide compassionate and quick response to individuals in crisis to provide alternatives to incarceration for those individuals in need of treatment for mental health issues.

- DEA Drug Take Back: The Nevada Police Department partners with the DEA to host two local events a year to allow citizens to turn in unused or unwanted prescription drugs.
- Neighborhood Watch: The Nevada Police Department offers this program to educate neighbors how to watch for suspicious activity and report it to law enforcement.
- Bushwhacker Days: This is our local community festival. The Nevada Police Department provides bicycle and foot patrol during this event to maintain safety and law enforcement presence.
- Affiliated with the Major Case Squad and Fatality Review Board: When activated, the Nevada Police Department is an active partner with each.
- Vernon County Sheriff Office: The Nevada Police Department is active in frequent sex offender verification sweeps. The team goes out to check on all registered sex offenders to ensure they are in compliance with registration requirements and have current residences on file. The Nevada Police Department works in continual partnership with the Vernon County Sheriffs Office towards the common goal of effective law enforcement and public safety.

Consultation with Victim Services

Prosecution, Law Enforcement and Court based applicants Only:

Consultation with Victim Services

Prosecution, Law Enforcement and Court based applicants are required to consult with state or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

Please explain in detail the process undertaken to meet this requirement.

The Nevada Police Department continues to work in partnership with the Moss House, our local domestic violence shelter. The Chief of Police and the Moss House Director collaborate to implement our ongoing grant program. The Moss House Director continues to be involved in the development of this grant application including the type of program section.

The Nevada Police Department and Moss House have a long standing relationship that allows for open communication, cooperation, and collaboration. We have worked closely with each other for 23 years on many matters. The Nevada Police Department was instrumental in supporting the formation of the Vernon County Task Force on Domestic Violence, Sexual Assault, and Stalking and continues to be an active member.

This grant project will include the shelter advocates within the provision of services. Communication will continue to be open and solution oriented as we launch our new program. The Nevada Police Department is committed to working with Moss House to ensure on-going collaboration, cooperation, communication, and improvement to the provision of victim services.

Victim Compensation Assistance

Victim Compensation Assistance*

Describe the procedures used by your agency to provide information on and assistance to crime victims with filing for victim's compensation funds. Please note that this is a NEW component to receiving VAWA funds.

Our agency has obtained information packets from the Missouri Department of Public Safety Crime Victims' Compensation Unit which we provide to crime victims.

Information packets for crime victims' compensation are available in the public lobby of the Nevada Police Department for crime victims who come in to file police reports. Officers will also provide these to crime victims at the police department.

All officers have information packets for crime victims' compensation in their patrol cars. These are provided to crime victims during the initial contact.

Additionally, the department cooperates with the state fund when requests are made for police reports or more information in regard to a claim that has been filed.

With the new program, the detective will ensure that crime victim's compensation information is given to the victim. The detective will also explain the program well enough for the victim to understand. It will be documented in the victim file. If the victim needs assistance filling out the forms, the advocate from Moss House will help with that process.

Number of Victims to Be Served

Number of Victims to Be Served*

Indicate the anticipated number of victims to be served by this VAWA funded project.

Do not include the total number of victims served by your agency, but the number that will be served specifically by this particular project.

For victims of domestic and/or sexual violence break out the number of women to be served, men to be served, and children to be served separately.

These numbers should match what is listed on the VAWA Data Report.

Give statistics from previous years to support your estimate.

We expect to serve 300 victims with this grant. This is based on prior years' numbers and the fact that violence against women continues to be prevalent in our community.

| Reason for Call | 2015 ytd | 2014 | 2013 | 2012 | 2011 |
|----------------------------|----------|------|------|------|------|
| Domestic Violence | 184 | 253 | 360 | 316 | 246 |
| Sexual Assault | 11 | 17 | 17 | 21 | 22 |
| Stalking | 18 | 5 | 2 | 6 | 3 |
| Protection Order Violation | 51 | 58 | 65 | 66 | 53 |
| Child/Abuse Neglect | 52 | 72 | 62 | 83 | 44 |
| Total calls | 316 | 405 | 506 | 492 | 368 |

Regarding victims of domestic violence and sexual violence the vast majority of victims are expected to be women. Our current data indicates that only a small percentage, less than 5% of victims are men and/children in these cases.

Goals and Objectives

| Organization Type | Objective | Objectives Percentage (%) |
|-------------------|--|---------------------------|
| Law Enforcement | _____ % of survivors will report that they were kept informed about their investigation/incident | 70 |
| Law Enforcement | Increase individualized contact (in person, mail, email or phone communication) between the law enforcement agency and survivors by _____ %. | 60 |

| | | | | | | | | | | |
|-------------------|-----------|----------|----|------------|------|-------|-------------|------|-------------|-------------|
| Joshua Westerhold | Detective | Retained | FT | \$1,265.60 | 52.0 | 100.0 | \$65,811.20 | 25.0 | \$16,452.80 | \$49,358.40 |
| | | | | | | | \$65,811.20 | | \$16,452.80 | \$49,358.40 |

Personnel Justification

Personnel Justification

If personnel is included in the budget, provide justification for each position.

If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses.

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

If a salary increase is included, address the type/reason for such increase, the percentage of increase, and the effective date of the increase.

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

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

The detective position is a retained position. This is a dedicated position to crimes of domestic violence and violence against women. Previously there was no follow-up once patrol officers leave the scene. This position added immediate intervention and safety for victims of these crimes. The detective responds to victims after the initial victimization to provide follow-up, photographs, additional investigation, and provide advocacy service referrals. This position ensures that victims have a primary contact within the department to keep them informed of the investigation and provide resources. In addition, many victims do not leave the scene for safety because the perpetrator is taken to jail. This position provides critical advocacy to those victims that may need services hours to days after the incident. This position provides a safety net for victims that may not know how or where to get additional help.

This position is for a full-time detective. The salary request is for \$65,811.20 for two years. This includes a bi-weekly salary of \$1265.60. This position does not include a raise and does not have a raise budgeted in the grant application. The salary will become effective January 1, 2016. This is 100% of the requested salary.

The City of Nevada is providing a cash match of 25% or \$16,452.80 for this position from general revenue funds.

Duties of this position: respond to all crimes of domestic violence and violence against women by contacting victims within 24 hours of the incident, provide additional investigation, take additional photographs, assist with Orders of Protection, assist with Crime Victim's Compensation, obtain medical release forms if needed, make referrals to victim advocates, provide basic referrals to victims if no advocacy is requested, work with the domestic violence task force, serve as a resource for all patrol officers responding to the scene of these crimes

Personnel Benefits

| Category | Item | Salary/Premium | Percentage/# of Periods | % of Funding Requested | Total Cost | Local Match % | Local Match Share | Federal/State Share |
|------------------|------------------------------|----------------|-------------------------|------------------------|------------|---------------|-------------------|---------------------|
| Dental Insurance | Dental Insurance - Detective | \$36.00 | 24.0 | 100.0 | \$864.00 | 25.0 | \$216.00 | \$648.00 |
| | | | | | \$864.00 | | \$216.00 | \$648.00 |
| FICA/Medicare | FICA/Medicare - Detective | \$65,811.20 | 0.0765 | 100.0 | \$5,034.56 | 25.0 | \$1,258.64 | \$3,775.92 |
| | | | | | \$5,034.56 | | \$1,258.64 | \$3,775.92 |
| Life Insurance | Life Insurance - Detective | \$9.30 | 24.0 | 100.0 | \$223.20 | 25.0 | \$55.80 | \$167.40 |

\$0.00

\$0.00

\$0.00

PRN/Overtime Justification

PRN/Overtime Justification

If PRN/Overtime is included in the budget, provide justification for the expense. Describe why PRN/Overtime funding is necessary and how it will aid in the success of the project.

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

If an PRN/Overtime pay rate increase is included, address the individuals eligibility for such increase, the percentage of increase, and the effective date of the increase.

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

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

PRN/Overtime Benefits

| Category | Item | PRN/Overtime Premium | Percentage/# of Periods | % of Funding Requested | Total Cost | Local Match % | Local Match Share | Federal/State Share |
|----------|------|----------------------|-------------------------|------------------------|------------|---------------|-------------------|---------------------|
| | | | | | \$0.00 | | \$0.00 | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | \$0.00 |

PRN/Overtime Benefits Justification

PRN/Overtime Benefits Justification

If PRN/Overtime benefits are included in the budget, provide justification for each fringe benefit.

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

If your agency anticipates a premium or 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.

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

Volunteer Match (\$9.50/hour)

| Description of Service | Number of Volunteers | Total Hours | Local Match Share |
|------------------------|----------------------|-------------|-------------------|
|------------------------|----------------------|-------------|-------------------|

DPS & CVSU Financial and Administrative Guide

Missouri Department of Public Safety
Office of the Director
P.O. Box 749
1101 North Riverside Drive
Jefferson City, MO 65102-0749

www.dps.mo.gov

I. AWARD AND ACCEPTANCE OF CONTRACT

A. Award of Contract

After completion of the review process, the Missouri Department of Public Safety awards a contract to approved applicants. This award, entitled *Award of Contract*, identifies the Missouri Department of Public Safety (Administrative Agency), Contractor, contract period, amount of federal or state funds, CFDA number, and contract number.

As appropriate, certified assurances, special conditions, and any other program specific guidelines, which the Contractor must meet if the award is accepted, are included either in hardcopy or by reference.

All correspondence concerning the award shall refer to the designated contract number shown on the Award of Contract document.

B. Acceptance of Award

The Award of Contract constitutes a contractual agreement between the Missouri Department of Public Safety and the Contractor for use of federal or state funds in the implementation of the project outlined in the Application. This contractual agreement may be terminated without further cause if the Contractor fails to confirm its acceptance of the award by signing and returning the Award of Contract to the Missouri Department of Public Safety **WITHIN 45 DAYS** from the date of award.

No federal and/or state funds shall be disbursed to the Contractor until the Missouri Department of Public Safety has received the signed Award of Contract.

C. Cancellation Conditions

If a project is not operational within **60 DAYS** of the contract starting date, the Contractor must notify the Missouri Department of Public Safety through the Correspondence component of WebGrants (if applicable) the steps taken to initiate the project, the reasons for delay, and the expected starting date.

If a project is not operational within **90 DAYS** of the contract starting date, the Contractor must submit a second statement to the Missouri Department of Public Safety through the Correspondence component of WebGrants (if applicable) explaining the implementation delay.

Upon receipt of said notification, the Missouri Department of Public Safety may decide whether to continue with the project or to terminate the contract.

II. POST-AWARD TRAINING

A. Compliance Training

As a recipient of federal or state monies, the Contractor is required to attend the Compliance Training hosted by the Missouri Department of Public Safety.

The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, contract changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

III. PAYMENT AND REPORTING REQUIREMENTS

Claim Report

Contractors must verify, on a monthly basis, actual cash expenditures and request reimbursement for expenditures. The Claim Report is available in the DPS WebGrants system. The Claim Report is used by the Missouri Department of Public Safety to process payment to the Contractor for reimbursement of expenditures.

The Claim Report, Detail of Expenditures, Activity Timesheets, supporting documentation, Status Reports (if applicable), and any other report that may be required by a specific grant program must be received by the Department of Public Safety no later than the date designated by each specific grant program. This due date generally falls within the first 5 days of the month. If said specified due date falls on a weekend or holiday, the report must be received by the first working day after the weekend or holiday.

The Claim Report, Detail of Expenditures, Activity Timesheets, supporting documentation, Status Report (if applicable and in accordance with each specific grant program), and any other grant specific reports are due each month whether or not the contractor expended any grant or local match funds.

Claims that are late: All expenses must be submitted within 60 days of expense.

If the claim is 60 days late, then the agency will receive a letter stating if claims are not brought up to, current within the next 30 days they will lose expenses for the first month the claim was late.

Claims with Errors:

a) After negotiating a claim three (3) times the claim will be withdrawn, if it is submitted again with errors the Program Rep will withdraw the claim and send a certified letter to the ED and Board.

b) If nothing is done after contacting the Board then the withdrawn claim expenses will not be reimbursed.

Failure to submit the required forms on time shall be taken as failure to adhere to the terms of the Award of Contract and may result in the delay of reimbursement, termination of the contract or loss of funds.

B. Final Claim Report

The final Claim Report must be received in proper form by the Department of Public Safety **35 days after the ending date** of the contract, depending on the specific grant program. Any claims received after the specified due date will not be processed, and any remaining funds will revert back to the Department of Public Safety and/or the federal government.

C. Obligated Funds

Funds are considered obligated by a Contractor when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.

1. When a purchase order is issued, funds are considered obligated. All funds must be obligated by the contract period ending date. Any funds not properly obligated within the contract period will lapse and revert to the Missouri Department of Public Safety and/or the federal government.

2. Travel Expenses will only be allowed for events, training, and other activities held during the time period of the contract. Funds cannot be obligated for an activity that will take place outside of the contract period.

D. Expended Funds

Funds are considered to be expended when payment is made. Only properly expended funds may be claimed for reimbursement.

Funds that have been properly obligated by the end of the contract period will have **35 days**, in which to be expended. Any funds not expended at the end of the program **due date** will lapse and revert to the Missouri Department of Public Safety and/or the federal government.

E. Status Reports (Progress or Performance Reports)

In accordance with federal and/or state grant guidelines, a Status Report detailing program operations, the number of people served, upcoming events, and other statistical data may be required.

F. Annual Status Report

An Annual Status Report may be required. If so, said report must be submitted through the Status Report component of the Department of Public Safety's WebGrants system within **35 days** after the end of the

contract.

IV. PROCUREMENT POLICY

A. Procurement

The Applicant 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. It must be determined that the item to be purchased is an approved budget item (approved by the Missouri Department of Public Safety and shown in the approved budget for the project), that any necessary prior approval has been obtained, that no other item owned by the Contractor is available for the purpose, and that sufficient funds are in the budget to cover the cost of such item.

All federally funded Contractors must adhere to the procurement standards contained in the OMB Circulars applicable to their organization as listed below:

1. **State and Local Governments – Common Rule** – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 28 CFR, Part 66.
2. **Nonprofit Organizations – – OMB Circular A-110**, Uniform Administration Requirements and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, found in 2 CRF, Parts 215-230.

All state and/or federal contractors are encouraged to use their own procurement regulations provided that the procurement regulations conform to applicable federal and state laws and the standards identified in the Procurement Standards Sections of the Grant Common Rule or **OMB Circular A-110**. **At a minimum**, the contractor must meet the following procurement standards:

1. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
2. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy, and placed in the accounting files.
3. When only one bid or positive proposal is received, it is deemed to be sole source procurement.
4. Sole source procurement on purchases to a single vendor of \$3,000 and over requires prior approval from the Missouri Department of Public Safety.
5. Sole source procurement of purchases to a single vendor costing \$100,000 or more requires prior U.S. Department

of Justice approval. *(Please contact DPS for further information.)*

6. Purchases to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.

7. All purchases estimated to total between \$3,000 but less than \$24,999 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

8. All purchases with an estimated total expenditure of \$25,000 or over to a single vendor shall be advertised for bid 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.

B. Sub-Contract Requirements

When a Contractor subcontracts for work or services, the following is required:

All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation, and length of time over which the services will be provided, which shall not exceed the length of the contract period.

1. A copy of all written contracts for contractual or consultant services must be forwarded to the Missouri Department of Public Safety upon their ratification.

2. Payments must be supported by statements outlining the services rendered and supporting the period covered.

3. Any contract or agreement for services of \$3,000 or more, which is not entered into as a result of competitive bidding procedures (or if only one bid is received), must receive prior approval from the Missouri Department of Public Safety.

C. Allowable Costs

The U.S. Department of Justice, OJP Financial Guide and ***Office of Management and Budget (OMB) Circular A-87***, “Cost Principles for State and Local Governments” and ***OMB Circular A-122***, “Cost Principles for Nonprofit Organizations” provide the principles utilized in the establishment of the allowable and unallowable costs. OMB Circulars are guides for all federal grants and may be found in 2 CFR, Parts 215-230.

If the Contractor is uncertain as to whether a cost is allowable, please contact the respective grant program staff with DPS for clarification.

D. Unallowable Costs

Unallowable costs are costs the government is unwilling to pay as a direct charge or through an indirect cost pool applied to the federal grant or contract. An organization is not prohibited from incurring unallowable costs, but they cannot be recovered either directly or indirectly under federal grants or contracts.

The following is a list of costs generally unallowable for projects funded through the Missouri Department of Public Safety.

1. Travel of federal employees
2. Real property acquisition
3. Honoraria
4. Indirect costs of conferences, symposia, and workshops including entertainment, sports, visas, passport charges, tips, bar charges, beverages, personal telephone calls, or laundry charges
5. Military type equipment
6. Bonuses or commissions
7. Lobbying
8. Cost of fund raising
9. Compensation of federal employees
10. Indirect cost to the agency/organization receiving funds such as a percentage of the grant funding to administer the grant
11. Construction or purchasing buildings
12. Weapons, including, but not limited to, service revolvers for law enforcement personnel

Refer to the specific grant program for more information regarding the allowable costs.

E. Travel Costs

Contractors, at a minimum, must follow the travel policies in place for the Department of Public Safety, which are in accordance with the travel policies for the state of Missouri. Contractors shall utilize their own travel policies if more restrictive than the state policies.

Expenditures for travel must be supported and documented by signed travel vouchers. Lodging, transportation, and other travel related receipts shall be available. Check with the Department of Public Safety for current rates. Federal and/or state grant funds will not be dispersed at a flat daily per diem rate. The applicant is responsible for ensuring that travel is completed in the most cost effective means. Actual travel costs may be reimbursed only after travel has been completed. Prior approval must be obtained from the Missouri Department of Public Safety prior to attending any training/travel that is not specifically outlined in the approved budget.

The state's current travel policy is posted on the DPS Website under each grant program. Please be sure to check the travel policy regularly since changes do occur from time

to time as dictated by the state of Missouri, Office of Administration.

V. REQUEST TO REVISE THE CONTRACT

A. Program Revisions

Contractors shall submit a request, via DPS WebGrants system through the Contract Adjustment component, for any program changes that the agency wishes to make **30 days prior to the proposed change taking effect**, and at least **60 days prior to the end of the contract**. Program revisions will not be retroactive. **Prior** approval in the form of a **Contract Adjustment Notice** must be received from the Missouri Department of Public Safety, Office of the Director, for the program revisions outlined below:

1. Change in project site or service area
2. Change in scope of programmatic activities or purpose of the project
3. Change in Applicant Agency
4. Other changes that may affect the approved program

B. Contact Information Revisions

Contractors shall submit a request, via DPS WebGrants system through the Correspondence component of WebGrants, for any changes in personnel that the agency experiences during the contract period. Contact information revisions include, but are not limited to, changes as outlined below:

1. Change in or temporary absence of the Project Director, Authorized Official, Fiscal Officer, Contact Person, and/or Board Chair on the Contact Information component of WebGrants.
2. Change in mailing address or contact information of the Project Director, Authorized Official, Fiscal Officer, Contact Person, and/or Board Chair on the Contact Information component of WebGrants.
3. Change in project-funded on the Budget component of WebGrants.
4. Addition and/or removal of registered users within the WebGrants system associated to the Contractor's organization.

C. Budget Revisions

Contractors shall make a request, via DPS WebGrants system through the Contract Adjustment component, for approval from the Missouri Department of Public Safety for major budget changes at least **30 days prior to the proposed change taking effect**, and at least **60 days prior to the end of the contract**. Budget revisions must be requested on the required form. Budget revisions will not be retroactive unless there are extenuating circumstances presented. Budget revisions are limited to **3 revisions** per

contract period. **Prior** approval in the form of a **Contract Adjustment Notice** must be received from the Missouri Department of Public Safety, Office of the Director, for certain changes in the budget as outlined below:

1. Changes that increase or decrease the cost and/or number of units of an item within a budget category
2. Addition of a new line item in any budget category
3. Change in expenditure amounts from budget category to budget category

D. Informal Budget Revisions:

Prior approval does not need to be sought from the DPS when transferring less than 10% (cumulative during the contract period) of the total grant award from one budget category to another budget category (except for the Personnel Budget – Prior approval for any monetary additions in this category is necessary).

Care must be taken to ensure supplanting does not occur if moving funds through an informal budget revision if your agency is subject to supplanting as indicated by the grant guidelines.

VI. PROPERTY

A. Definitions

The following definitions apply for the purpose of these policies and procedures:

1. **Real Property** means land, land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. **Personal Property** means property of any kind except real property. It may be tangible (having physical existence) or intangible (having no physical existence, such as patents, inventions, and copyrights).
3. **Equipment** is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

A recipient may use its own definition of equipment provided that the definition would, at least, include all equipment described above.

4. **Non-Expendable Personal Property** means tangible personal property having a useful life of more than one year.

A recipient may use its own definition of nonexpendable personal property provided that the definition would, at least, include all tangible personal property described above.

State recipients must ensure that equipment acquired under a state and/or federal award to the state conforms to state laws and procedures over property.

Applicants/Contractors must refer to the specific grant program for procedures regarding equipment.

B. Title

Initially, title to personal property, non-expendable personal property (including equipment and supplies), and real estate property acquired in whole or in part with federal and/or state funds in accordance with an approved project budget shall be vested in the Contractor, as long as said property is used for the purposes of the contract. When the property is no longer used for project purposes, the Contractor shall notify the Missouri Department of Public Safety for final disposition instructions.

C. Record Requirement

The Contractor will be required to maintain property management records. At a minimum, property management records maintained by the Contractor for **all purchases** must meet the following requirements:

1. Records shall contain copies of the purchase order and invoice.
2. The records shall include an inventory control listing for non-expendable property, including both supplies and equipment. The inventory control list must be reasonably current. The system may be manual or automated, centralized or decentralized. The record must contain:
 - a. Item description
 - b. Source of property, including the award number
 - c. Manufacturer's serial number, model number, Federal stock number, or other identification number.
 - d. Whether title settles with the recipient or the Federal Government.
 - e. Acquisition date and cost
 - f. Location, use, and condition of property at the date the information was reported;
 - g. Unit acquisition cost
 - h. Ultimate disposition data including sale price or the method used to determine current fair market value
(See "E. Disposition of Personal Non-Expendable Property" below)
3. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of non-expendable property shall be investigated, fully documented, and made part of the contract file.
4. Adequate maintenance procedures shall be established to keep the property in good condition.

D. Inventory Record Retention

Records for non-expendable property acquired with federal and/or state funds shall be retained for five (5) years **after final disposition of property** per the Missouri Secretary of State, *Agency Records Disposition Schedule*.

E. Disposition of Personal Non-Expendable Property

Contractors shall dispose of the personal non-expendable property when original or replacement equipment acquired under the award or sub-award is no longer needed for the original project or program or for other activities currently or previously supported by federal and/or state grant funding. Disposition of the equipment will be made as follows:

1. Items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Department of Public Safety.
2. Items with a current per unit fair market value in excess of \$5,000 may be retained or sold and the Department of Public Safety shall have a right to an amount calculated by multiplying the current market value or proceeds from the sale by the Department of Public Safety's share (state or federal funded share) of the equipment. The seller is also eligible for sale costs.
3. In cases where a contractor fails to take appropriate disposition actions, the Department of Public Safety may direct the contractor to make retribution for such non-expendable personal property to the Department of Public Safety.

F. Intangible Property

1. Copyrights – If Department of Public Safety (both federal and state funded) programs produce original books, manuals, films, or other material that may be copyrighted, the Contractor may copyright such, but the administration reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use and to authorize others to publish and use such materials.

2. Patents – If any discovery or invention arises or is developed in the course of or as a result of work performed in a Contractor's project, the Contractor shall refer the discovery or invention to the U.S. Department of Justice which will determine whether or not patent protection will be sought, how any rights therein, including patent rights, will be disposed of and administered, and the necessity of other action required to protect the public interest in work supported with federal funds, all in accordance with the "Government Patent Policy".

VII. ACCOUNTING/FINANCIAL RECORDS

A. Accounting Systems

All Contractors must establish and maintain accurate financial records and an adequate accounting system to report for funds awarded to them. These records shall include both federal and/or state funds and all matching funds. An acceptable and adequate accounting system is considered to:

1. Present and classify costs of the contract as required for budgetary and evaluation purposes
2. Provide cost and property control to assure optimal use of federal and/or state funds
3. Control funds and other resources to assure that the expenditure of funds and use of property are in compliance with any general or special conditions of the contract
4. Meet the deadlines for submission of financial and performance reporting information as needed for control and evaluation of all contract costs

B. Total Cost Budgeting and Accounting

Accounting for all contract funds shall be structured and executed on a "total program cost" basis. That is, total program costs, including federal funds and local matching funds, and any other sources included in the approved project budget, shall be the foundation for fiscal administration and accounting. Contract applications and financial reports require budget and cost estimates on the basis of total costs.

C. Contractor Responsibilities

All Contractors receiving federal and/or state funds through the Missouri Department of Public Safety are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, the maintaining of adequate financial records and the refunding of expenditures disallowed by audits.

The Contractor is responsible for all aspects of the contract including proper accounting and financial record keeping. These responsibilities include:

1. Reviewing Financial Operations
2. Recording Financial Activities
3. Budgeting and Budget Review
4. Accounting for Non-State Contributions and Non-Federal Contributions
5. Audit Requirements
6. Reporting Irregularities

D. Record Retention

Records of the Contractor, including books of original entry, source documents, supporting accounting

transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records are to be retained for a period of five (5) years pursuant to the Missouri Secretary of State, *Agency Records Disposition Schedule* and the following:

1. The retention period starts from the date of submission of the final Closeout Form within the Department of Public Safety's WebGrants system or from the date of submission of the audit for the contract period covered, whichever comes later.
2. Personnel and payroll records shall include the **time and attendance** reports for all individuals reimbursed under a contract or subcontract, whether they are employed full-time or part-time.
3. Records must be retained beyond a five (5) year period if an audit is in progress and/or the findings of a completed audit have not been resolved. If an audit is completed and the findings are resolved prior to the three-year period, records will be retained until the end of the five (5) year period.
4. If state or local law requires a longer period of retention, access to the records will be allowed for purposes of audit.
5. The financial records must be kept in an orderly manner and be available for audit purposes to the Missouri Department of Public Safety and/or representatives of the U.S. Department of Justice or other representatives from the government of the state of Missouri.
6. Contractors are responsible for protecting records against fire, theft, or other possible damages.

VIII. MONITORING

A. Monitoring Requirements

The Missouri Department of Public Safety is required to complete a monitoring report at least once during the contract period (**effective 7/1/2011**). Additional monitoring will be conducted as needed.

Any findings as a result of the monitoring report will be reviewed and final determination made by the Director of the Missouri Department of Public Safety consistent with applicable state and federal laws, regulations, and guidelines.

B. Monitoring Purpose

Monitoring of all programs funded through the Missouri Department of Public Safety is designed to provide assistance to the Contractor both from a technical and programmatic standpoint, as well as, to provide the Missouri Department of Public Safety with the necessary

information to ensure the Contractor's compliance with state and federal guidelines. This monitoring report will also be used as a tool for determining the progress of the project in achieving its stated objectives and outcomes.

C. Monitoring Information

The information and records that will be required and reviewed at the time the monitoring report/site visit is conducted include, but are not limited to, the following:

1. A brief summary of project activities to measure the performance of the project to date
2. A list of project expenditures including both the local match and federal and/or state funds spent along with copies of invoices and travel vouchers
3. Copies of bid records to verify compliance with local and/or state procurement policies
4. An inventory listing including items with a unit cost of \$250 or more, or a useful life of more than one year, purchased under the contract
5. Copies of time records for any personnel funded by the contract and/or for volunteers used as local match under the contract.
6. A copy of any written operational procedures developed for the project.
7. Other information pertinent to the federal and/or state funded project.

IX. AUDIT REQUIREMENTS

A. Federal Audit Responsibilities

Contractors that receive funding through a federal grant are required to comply with the audit requirements contained in **OMB Circular A-133**, "Audits of States, Local Governments, and Non-Profit Institutions." The required audits may be conducted on an organization wide basis as opposed to a grant-by-grant basis. All Contractors are further required to include in the audit report a schedule of federal assistance showing the total expenditures for each grant program. The schedule must include the following:

1. Name of federal agency
2. Award amount
3. Contract Period
4. Expenditure activity during the audit period

A copy of such audit shall be forwarded to the Department of Public Safety after the end of the contract period of the award and/or as requested.

B. Federal Threshold

If an organization expends \$500,000 or more in federal funds in a year, the organization must have an audit performed in accordance with **OMB Circular A-133**, as amended.

The required audit must be performed on an organization-wide basis, independently performed, and must be in accordance with "Government Auditing Standards" covering financial audits.

Audits under **OMB Circular A-133** shall be conducted with reasonable frequency, usually annually, but not less frequently than every two years.

C. State Audit Responsibilities

Per guidance by the Department of Public Safety, Contractors that receive funding through a state grant are required to conduct an independent audit if their organization has expended \$250,000 or more in state funds within the organization's 12 month fiscal year.

A copy of such audit or financial statement shall be forwarded to the Department of Public Safety after the end of the contract period of the award and/or as requested.

Recipients of state grant funding are required to include in the audit report a schedule of the state assistance showing the total expenditures for each grant program. The schedule must include the following:

1. Name of the state agency
2. Award amount
3. Contract Period
4. Expenditure activity during the audit period

X. GENERAL CONTRACT REQUIREMENTS

A. Printing and Publicity

Contractors are encouraged to make the results and accomplishments of their activities available to the public through printed publication or media release.

All printed materials, however, must include an acknowledgement of the funding source similar to the following:

"This project was supported by funding made available through the

_____ Grant
s Program administered by the U.S. Department of Justice and the Missouri Department of Public Safety, Office of the Director."

Please refer to the specific grant program for information regarding the language to be utilized for printing and publicity.

B. Non-Supplanting

Federal and/or state funds cannot be used to supplant, or take the place of, an agency's existing state or local funding. Federal and/or state funds must be used to supplement existing funds and not substitute local or state funds that have been appropriated or would otherwise be spent for the same purpose. Federal and/or state funds cannot be utilized to cover existing costs that would otherwise be paid through other sources of funding.

C. Termination of Contracts

In the event that the Missouri Department of Public Safety determines that a Contractor is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable regulations, the Missouri Department of Public Safety may permanently or temporarily terminate the contract. If this occurs, the Contractor has the right to an appeal hearing. In the event a contract is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the contract funds remaining or an amount equal to the portion of the contract funds wrongfully used.

D. Criminal Penalties

The Contractor shall not make false statements or claims in connection with any Office of Justice Programs or DPS state funded grant. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contract, and/or other remedy by law.

The Contractor must promptly refer to the Department of Justice, Office of Inspector General and/or the Missouri DPS any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either:

1. Submitted a false claim for grant funds under the False Claims Act or
2. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

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

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

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

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

XI. CIVIL RIGHTS

A. Federal Civil Rights Laws

Contractors must comply with applicable federal civil rights laws, including the Civil Rights Act of 1964, (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683 and 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); U.S. Department of Justice Regulations - Non-Discrimination; Equal Employment Opportunity; Policies and Procedures (28 C.F.R. pt. 42); U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations (28 C.F.R. pt. 38); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

Depending on the funding source, a recipient must also comply with the non-discrimination provisions within the applicable program statutes, 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. § 10604e), or the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672b).

Collectively, these federal laws prohibit a recipient of Office of Justice Programs funding from discriminating either in **employment** (subject to the exemption for certain faith-based organizations discussed below; see *XI. Funding to Faith-Based Organization*) or in the **delivery of services or benefits** on the basis of race, color, national origin, sex, religion, or disability. In addition, Office of Justice Program recipients may not discriminate on the basis of age in the delivery of services or benefits.

B. Limited English Proficiency (LEP)

Contractor must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), which entails taking reasonable steps to ensure that persons with LEP have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. For more information on the Civil Rights Responsibilities that subgrantees have in providing language services to LEP individuals visit <http://www.lep.gov>.

C. Equal Employment Opportunity Plan (EEOP)

Contractor will comply with the U.S. Department of Justice Regulations as related to the EEOP.

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. Its purpose is to ensure the opportunity for full and equal participation of men and women in the workplace, regardless of race, color, or national origin.

If the Contractor's organization has received an award (or sub-award from a state administering agency) for \$500,000 or more from the Office of Community Oriented Policing Services (COPS), the Office of Violence Against Women (OVW), or the Office of Justice Programs (OJP) and has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials), then it must prepare an EEOP and submit it to the Office for Civil Rights (OCR) for review within 60 days of receipt of a federal award or sub-award. In addition, the Contractor's organization must complete Section C of the "Certification Form" and return it to the OCR.

If the Contractor's organization received an award (or sub-award from a state administering agency) between \$25,000 and \$500,000 from the Office of Community Oriented Policing Services (COPS), the Office of Violence Against Women (OVW), or the Office of Justice Programs (OJP) and has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials), the Contractor's organization must prepare an EEOP, but the organization is not required to submit the EEOP to OCR for review. Instead, the Contractor's organization must maintain the EEOP on file and make it available for review upon request. In addition, the Contractor's organization must complete Section B of the "Certification Form" and return it to the OCR.

If the Contractor's organization received an award (or sub-award from a state administering agency) for less than \$25,000 from the Office of Justice Programs (OJP); or if your organization has less than 50 employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials), regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then the Contractor's organization is exempt from the EEOP requirement. However, the Contractor's organization must complete Section A of the "Certification Form" and return it to OCR.

For more information and access to these forms, visit <http://ojp.gov/about/ocr/eeop.htm>.

D. Complaints of Discrimination

The Contractor must have written policies or procedures in place to notify program beneficiaries and/or employees how to file complaints alleging discrimination.

In the event a member of the public believes the Contractor receiving funding from the Justice Department has discriminated against them, either in employment or in the delivery of services or benefits, the individual may file a civil rights complaint directly to the Office for Civil Rights, Office of Justice Programs. The Office for Civil Rights, Office of Justice Programs has jurisdiction to investigate agencies that receive funding, either directly or indirectly, from the Office of Community Oriented Policing Services (COPS), the Office of Violence Against Women (OVW), and the Office of Justice Programs (OJP) and its components. The individual shall download the *Complaint Verification Form (CVF)* and *Identity Release Statement (IRS)* form, which can be found at <http://www.ojp.usdoj.gov/about/ocr/complaint.htm> and mail the completed forms to the agencies listed below:

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Missouri Department of Public Safety
ATTN: Director of Public Safety
PO Box 749
1101 N. Riverside Dr.
PO Box 749
Jefferson City, MO 65102-0749

Upon receipt, the Director of the Department of Public Safety or his/her designee will coordinate with the appropriate Grant Program Manager(s) and act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs. The Director of the Department of Public Safety or his/her designee will follow up with the Office for Civil Rights, Office of Justice Programs.

E. Findings of Discrimination

In the event of an adverse finding of discrimination against the Contractor's organization (after a due process hearing) on the ground(s) of age, race, color, religion, national origin or sex, the Contractor must submit a copy of the court judgment, along with a cover letter identifying any related Missouri Department of Public Safety contract number(s), within 30 days of the court judgment date to the address listed below:

Missouri Department of Public Safety
ATTN: Director of Public Safety
PO Box 749
1101 N. Riverside Dr.
Jefferson City, MO 65102-0749

Safety or his/her designee will coordinate with the appropriate Grant Program Manager(s) and act as the liaison in all civil rights matters with the Office for Civil Rights, Office of Justice Programs. The Director of the Department of Public Safety or his/her designee will forward a copy of the court judgment to the Office for Civil Rights, Office of Justice Programs.

XII. FAITH-BASED ORGANIZATIONS (FBOs)

Contractor will comply with Ex. Order 13279 and the U.S. Department of Justice Regulation - Equal Treatment for Faith-Based Organizations (28 C.F.R. pt. 38). In general, the Executive Order and Regulation require funding organizations to treat faith-based organizations (FBOs) the same as any other applicant or recipient of U.S. Department of Justice funding, neither favoring nor discriminating against FBOs in making and administering grant awards, and require that FBOs be allowed to retain their independence, autonomy, expression, and religious character when competing for U.S. Department of Justice financial assistance used to support social service programs and participating in the social service programs supported with U.S. Department of Justice financial assistance.

The Executive Order and Regulation also prohibit recipient FBOs from using U.S. Department of Justice funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Funded FBOs may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, funded FBOs must not compel program beneficiaries to participate in inherently religious activities. Funded FBOs must also not discriminate on the basis of religion in the delivery of services or benefits.

In addition, the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, prohibit discrimination on the basis of religion in employment.

A. Missouri - Faith Based Organizations

Article IX, Section 8, of the Missouri Constitution states: Neither the general assembly, nor any county, city, town, township, school district or other municipal corporation shall ever make an appropriation or pay from any public fund whatever, anything in aid of any religious creed, church or sectarian purpose, or to help to support or sustain any private or public school, academy, seminary, college,

university, or other institution of learning controlled by any religious creed, church or sectarian denomination whatever; nor shall any grant or donation of personal property or real estate ever be made by the state, or any county, city, town, or other municipal corporation for any religious creed, church, or sectarian purpose whatever.

This language is more restrictive than language found in the United States Constitution. However, to comply with the Code of Federal Regulations (C.F.R. pt. 38), which provides the policy of the Office of Justice Programs (OJP) for allowable faith-based and community organizations that statutorily qualify as eligible applicants under OJP programs to apply for funding, the Missouri Department of Public Safety will accept applications from faith-based organizations under the following guidelines:

1. Faith-based organizations may not use OJP grant funds to fund any inherently religious activity, such as prayer or worship.
2. Faith-based organizations must separate any inherently religious activities in time or place from any OJP funded program activities.
3. Faith-based organizations may not use any portion of their OJP funds to promote, encourage, enlist, advocate, or urge any individual to participate in any religious creed, sectarian purpose, or church.
4. If funded, a faith-based organization must be able to establish and document 501(c) (3) or other nonprofit status before receiving funding.

XIII. OMB CIRCULARS

The following Office of Management and Budget (OMB) Circulars have been referenced herein and copies may be obtained from the addresses shown below. It is the responsibility of the recipient agency to comply with the federal guidelines contained in the circulars.

For additional information on grants management and to obtain copies of current circulars, please visit the OMB site at http://www.whitehouse.gov/omb/circulars_default.

A. Administrative Requirements:

- **OMB Circular A-102:** "Grants and Cooperative Agreements With State and Local Governments". This circular establishes standards for the administration of grants to state and local governments.
- **OMB Circular A-110:** "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations." This Circular establishes

standards for the administration of grants to institutions of higher education, hospitals, and other nonprofit organizations.

Cost Principles:

- **OMB Circular A-21:** "Cost Principles for Educational Institutions." This Circular establishes principles and standards for determining costs applicable to grants and contracts with educational institution.

- **OMB Circular A-87:** "Cost Principles for State, Local and Indian Tribal Governments". This Circular establishes principles and standards for determining costs applicable to grants and contracts with states and local units of government.

- **OMB Circular A-122:** "Cost Principles for Non-Profit Organizations". This Circular establishes principles for determining costs of grants, contracts, and other agreements with non-profit organizations.

Audit Requirements:

- **OMB Circular A-133:** "Audits of States, Local Governments and Non-Profit Organizations". This Circular establishes the policy to be followed in the audits of the states and local units of government and institutions of higher education and other nonprofit organizations in accordance with the Single Audit Act.

XIV. OJP FINANCIAL GUIDE

The U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide has been referenced herein. It is the responsibility of the Contractor to comply with the federal guidelines contained in this guideline manual.

Copies of the OJP Financial Guide may be obtained at <http://www.ojp.usdoj.gov/financialguide/index.htm>.

XV. ELECTRONIC SIGNATURE

A. Veracity/Validity of Information

The application and many of the grant documents submitted via DPS WebGrants contain an electronic signature. This electronic signature, which is the typed name of the applicant Authorized Official in lieu of a signature, assures the veracity of all information provided in any such application or grant document.

B. Legally Binding

In addition, the typed name of the applicant Authorized Official represents the applicant agency's legally binding acceptance of the terms and conditions of the application

and/or other grant documents.

Therefore, by inserting such electronic signature, the Contractor acknowledges and understands that failure to comply with any of the grant guidelines could result in suspension of the contract until appropriate action is taken to rectify any incident(s) of non-compliance; or could result in the forfeiture of the grant funding.