

DPS & CVSU

Financial and Administrative Guide

Missouri Department of Public Safety
Office of the Director
P.O. Box 749
301 W. High Street, Room 870
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 report by letter to the Missouri Department of Public Safety 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 by letter to the Missouri Department of Public Safety explaining the implementation delay.

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

II. PAYMENT AND REPORTING REQUIREMENTS

A. Claim Form (Monthly Report of Expenditures)

Contractors must verify, on a monthly basis, actual cash expenditures and request reimbursement for expenditures.

The Claim Form is available in the DPS WebGrants system. The Claim Form is used by the Missouri Department of Public Safety to process payment to the Contractor for reimbursement of expenditures.

The Claim Form, 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 Form, 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 termination of the contract or loss of funds.

B. Final Claim Form (Report of Expenditures)

The final Claim Form 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.

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 with the final Claim Form within **35 days** after the end of the contract, as specified by each grant program.

III. 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 amounts of \$3,000 and over requires prior approval from the Missouri Department of Public Safety.
5. Sole source procurement of items costing \$100,000 or more requires prior U.S. Department of Justice approval. *(Please contact DPS for further information.)*
6. Items costing less than \$3,000 may be purchased with prudence on the open market.
7. All purchases estimated to cost between \$3,000 but less than \$24,999, must be competitively bid, but need not be solicited by mail or advertisement.
8. All purchases with an estimated expenditure of \$25,000 or over 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. 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

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.

IV. REQUEST TO REVISE THE CONTRACT

A. Program Revisions

Contractors shall submit a request, via DPS WebGrants system, 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, for any changes in grant funded staffing and/or contact information that the agency experiences during the contract period. Major program changes may be subject to approval from the Missouri Department of Public Safety, Office of the Director. Contact information revisions include changes as outlined below:

1. Change in or temporary absence of the Project Director, Authorized Official, Fiscal Officer, Contact Person, and/or Board Chair.
2. Change in project-funded staff (indicate change in personnel names and effective date of change).
3. Change in mailing address or contact information.

C. Budget Revisions

Contractors shall make a request, via DPS WebGrants system, 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.

V. 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
 - c. Manufacturer's serial number and, if applicable, a control number
 - d. Federal and/or state funded cost equity at time of acquisition
 - e. Acquisition date and total cost
 - f. Location, use, and condition of property
 - g. 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.**

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".

VI. 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 following:

1. The retention period starts from the date of submission of the final Claim Form 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 three-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 three-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.

VII. 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.

VIII. 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

IX. 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
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

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.

X. 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.

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full and part-time employees but excluding political appointees), then it must prepare an EEOP and submit it to OCR for review within 60 days of receipt of a federal award. In addition, your organization must complete Section C of the Certification Form and return it to the OCR.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization must prepare an EEOP, but the organization is not required to submit the EEOP to OCR for review. Instead, your organization must maintain the EEOP on file and make it available for review upon request. In addition, your organization must complete Section B of the Certification Form and return it to the OCR.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.

For more information and access to these forms, visit <http://www.ojp.usdoj.gov/ocr>.

D. Complaints/Findings 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 of Civil Rights, Office of Justice Programs. The Office of 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/ocr> and mail the completed forms to the agencies listed below:

Office of 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
301 W High Street, Room 870
PO Box 749

Jefferson City, MO 65102-0749

Upon receipt, the Director of the Department of Public Safety will determine the appropriate staff member to act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs. The liaison will follow up with the Office of Civil Rights, Office of Justice Programs.

In the event of an adverse finding of discrimination against the contracting 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
301 W High Street, Room 870
PO Box 749
Jefferson City, MO 65102-0749

Upon receipt, the Director of the Department of Public Safety will determine the appropriate staff member to act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs. The liaison will forward a copy of the court judgment to the Office of Civil Rights, Office of Justice Programs and follow up with the Office of Civil Rights, Office of Justice Programs.

XI. 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.

XII. 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:

1. OMB Circular A-102: "Uniform Administrative Requirement for Grants-in-Aid to State and Local Governments". This Circular establishes standards for the administration of grants to state and local governments.

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_a102/

2. OMB Circular A-110: "Grants and 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. [Relocated to 2 CFR, Part 215](#)

B. Cost Principles

1. 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. [Relocated to 2 CFR, Part 220](#)

2. OMB Circular A-87: "Cost Principles for State and Local Governments". This Circular establishes principles and standards for determining costs applicable to grants and contracts with states and local units of government. [Relocated to 2 CFR, Part 225](#)

3. 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. [Relocated to 2 CFR, Part 230](#)

C. Audit Requirements

1. 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. http://www.whitehouse.gov/omb/circulars_a133_compliance_09toc/.

XIII. 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>.

XIV. 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.