



**MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR**



**STATE CYBER CRIME GRANT (SCCG)
2024 CERTIFIED ASSURANCES**

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

General:

1. **Governing Directives:** The recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "SCCG Notice of Funding Opportunity", the "DPS Financial and Administrative Guide", the "DPS recipient Travel Guidelines", information bulletins released by DPS, and all other applicable state laws or regulations.
2. **Compliance Training:** As a recipient of state funds, the recipient is required to participate in any applicable 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, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
3. **Non-Supplanting:** The recipient assures that state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
4. **Subaward Adjustments:** The recipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a recipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), 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 via the 'Subaward Adjustment' component of WebGrants.
5. **Monitoring:** The recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The 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 shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.
6. **Reporting Potential Fraud, Waste, and Abuse:** The recipient shall not make false statements or claims in connection with any funds awarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The recipient must promptly refer to the Missouri Department of Public Safety (DPS) any credible evidence

that a principal, employee, agent, recipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:

- (a) Submitted a claim that violates the False Claims Act; or
- (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must be reported to the DPS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: CJ/LE Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

DPS Fax: (573) 751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

7. **Non-Disclosure Agreements:** The recipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the Missouri Department of Public Safety or other agency authorized to receive such information.

In accepting this award, the recipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
- (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

8. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the 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 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 contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

9. **Relationship:** The recipient agrees that they will represent themselves to be an independent 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. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
10. **Texting While Driving:** The Missouri Department of Public Safety encourages the Recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Civil Rights:

1. **Unlawful Employment Practices:** The 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.
2. **Discrimination in Public Accommodations:** The 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.

Financial:

1. **Fund Availability:** The 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 costs under this subaward, 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:** The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official and recipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

3. **Duplicative Funding:** The recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the recipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.
4. **Allowable Costs:** The recipient understands that only allowable and approved expenditures will be reimbursed under this award. Items that are not on the approved budget are not allowable. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated 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.) The recipient also agrees to expend funds no later than the date identified in the 2024 SCCG Compliance Workshop. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. The recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.
5. **Financial Reporting Requirements:** The recipient agrees to complete and submit any financial reports required for this program requested by the Missouri Department of Public Safety. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
6. **Procurement:** The 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 recipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS 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 \$10,000 may be purchased with prudence on the open market.
 - (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

7. **Buy American:** The recipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products 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 Act mandate in Section 34.353 RSMo are met.
8. **Buy Missouri:** The 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.
9. **Debarment/Suspension:** The recipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The recipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this subaward.
10. **Audit:** The recipient acknowledges that an audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from the State or state funds passed through state agencies), of \$375,000 or more is expended by the recipient. The recipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met the requirements to have an audit.
11. **Suspension/Termination of Award:** The Missouri Department of Public Safety reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the Recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the award shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. In the event an award is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the award funds remaining or an amount equal to the portion of the award funds wrongfully used. In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.
12. **Enforceability:** If a recipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award, 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.

Programmatic:

1. **Vehicle Stops:** The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

2. **Written Policy on Recording of Custodial Interrogations:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of [Section 590.700 RSMo](#) relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
3. **Written Policy on Forwarding Intoxication-Related Traffic Offenses:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of [Section 43.544 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.
4. **Police Use of Force Transparency Act of 2021:** The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of [Section 590.1265 RSMo](#) relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.
5. **National Incident-Based Reporting System (NIBRS)/Uniform Crime Reporting (UCR):** The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of [Section 43.505 RSMo](#) which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. *For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022.*
6. **Rap Back Program Participation:** The Recipient assures, where the project is a law enforcement agency, its law enforcement agency is in compliance with the state provision of [Section 590.030 RSMo](#) which states all law enforcement agencies shall enroll in the state and federal Rap back program on or before January 1, 2022 and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officer commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.
7. **Federal Equitable Sharing Funds:** The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri State Auditor.
8. **Information Sharing:** The recipient agrees to share information and cooperate with the Missouri Department of Social Services, Missouri State Highway Patrol, and existing Internet Crimes Against Children (ICAC) task force programs.
9. **Data Reporting Requirements:** The recipient agrees to complete and submit any data or statistical reports required for this program as requested by the Missouri Department of Public Safety. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward. Status Reports are required to be submitted quarterly through the WebGrants system.

10. **Time Records Requirement:** The recipient assures that all project personnel funded through this award will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed/approved by both the employee and their supervisor. These timesheets must be provided to the Missouri Department of Public Safety upon request.

11. **Grant Reporting:** Status Reports are required to be submitted quarterly through the WebGrants

12. **Status Reports**

Quarter 1: 06/01/2023 – 08/31/2023;	due 9/11/2023
Quarter 2: 09/01/2023 – 11/30/2023;	due 12/11/2023
Quarter 3: 12/01/2023 – 02/29/2024;	due 3/11/2024
Quarter 4: 03/01/2024 – 05/31/2024;	due 06/10/2024