AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE OR HIS DESIGNEE TO EXECUTE A CONTRACT FOR SERVICES, CONTRACT #: ER130200091 FOR VICTIMS OF CRIME ACT ("VOCA") WITH THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, FAMILY SUPPORT DIVISION (DEPARTMENT) AND ST. CHARLES COUNTY, PROSECUTOR’S OFFICE

WHEREAS, the Missouri Department of Social Services, Family Support Division (Department) has provided a Contract for Services to St. Charles County, Prosecutor’s Office for Victims of Crime Act (VOCA) Project Services; and

WHEREAS, the Contract for Services between the Missouri Department of Social Services and St. Charles County, Prosecutor’s Office provides communities with services for victims of sexual assault; and

WHEREAS, the grant award is in the amount of $147,965 for the period November 1, 2019 through September 30, 2021, and the funds will be used for a portion of employee salaries and benefits in the St. Charles County, Prosecutor’s Office; and

WHEREAS, St. Charles County, Prosecutor’s Office, will incur the costs of forensic medical exams for victims of sexual assault; and

Bill No. 4806
Requested by: Bob Schnur
Sponsored by: John White

Ordinance No. ______
WHEREAS, the duties of the Missouri Department of Social Services and St. Charles County, Prosecutor’s Office, are contained in the Contract for Services; and

WHEREAS, VOCA funds may only pay that portion of agency expenses that can be documented as attributable to VOCA; and

WHEREAS, it is in the public interest for St. Charles County Family Court participate in the Victims of Crime Act to receive assistance for residents of St. Charles County; and

WHEREAS, Chapter 70, Revised Statutes of Missouri, authorizes intergovernmental agreements between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive, or his designee, is hereby authorized to execute the Contract for Services, Contract #: ER130200091 with the Missouri Department of Social Services related to Victims of Crime Act (VOCA), not to exceed $147,965.

Section 2. The Contract for Services, Contract #: ER130200091 with the Missouri Department of Social Services shall be substantially the same in form and content as that attached hereto as EXHIBIT A.

Section 3. Compliance with all the terms of the Contract for Services, Contract #: ER130200091 with the Missouri Department of Social Services shall be the responsibility of the St. Charles County, Prosecuting Attorney.
Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval and such contract amendment authorized herein shall be valid upon its execution as required by Chapter 70 of the Revised Statutes of Missouri.

_______________________________________
DATE PASSED

_______________________________________
DATE APPROVED BY COUNTY EXECUTIVE

_______________________________________
CHAIR OF THE COUNCIL

_______________________________________
COUNTY EXECUTIVE

ATTEST:

_______________________________________
COUNTY REGISTRAR
Contract For Services

Missouri Department of Social Services
Division of Finance & Administrative Services
Procurement Unit
P.O. Box 1643
Jefferson City, MO 65102

<table>
<thead>
<tr>
<th>Contract #: ER130200091</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Victims of Crime Act (VOCA)</td>
</tr>
<tr>
<td>Contract Period:</td>
</tr>
<tr>
<td>November 1, 2019 through September 30, 2021</td>
</tr>
</tbody>
</table>

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Subrecipient Information:

Subrecipient Name: St. Charles County, Prosecutor’s Office
Mailing Address: 100 North Third Street
City, State Zip: St. Charles, MO 63301

Contact Person Name: Victoria Roberts
Contact Person E-Mail Address: varepicato@scgmo.org

The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the subrecipient and the Department of Social Service. The authorized signer of this document certifies that the subrecipient (named below) and each of its principals (as defined by 2 CFR 180) are not suspended or debarred by the federal government.

In witness thereof, the parties below hereby execute this agreement.

[Signature]
Name and Title: ___________________________
Date: ___________________________
### Federal Funds Disclosure Information FFY17*

<table>
<thead>
<tr>
<th>Federal Granting Agency:</th>
<th>US Department of Justice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Award #(#s) (FAIN):</td>
<td>2017-VA-GX-0079</td>
</tr>
<tr>
<td>Grant Award Year(#s):</td>
<td>FFY17 (for State Fiscal Year 20: November 1, 2019 – June 30, 2020)</td>
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<tr>
<td>Catalog of Federal Domestic Assistance (CFDA) #:</td>
<td>16.575</td>
</tr>
<tr>
<td>CFDA Grant Name:</td>
<td>Crime Victim Assistance</td>
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</table>

### Federal Funds Disclosure Information FFY18*

<table>
<thead>
<tr>
<th>Federal Granting Agency:</th>
<th>US Department of Justice</th>
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</thead>
<tbody>
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<td>Grant Award #(#s) (FAIN):</td>
<td>2018-V2-GX-0035</td>
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<tr>
<td>Grant Award Year(#s):</td>
<td>FFY18 (for State Fiscal Year 20: November 1, 2019 June 30, 2020; State Fiscal Year 21: July 1, 2020 – June 30, 2021; State Fiscal Year 22: July 1, 2021 – September 30, 2021)</td>
</tr>
<tr>
<td>Catalog of Federal Domestic Assistance (CFDA) #:</td>
<td>16.575</td>
</tr>
<tr>
<td>CFDA Grant Name:</td>
<td>Crime Victim Assistance</td>
</tr>
</tbody>
</table>

*Per 2 CFR 200.331, when some of this information is not available, provide the best information available to describe the Federal award and subaward.
**Victims Of Crime Act**

**REVISED-AWARD BUDGET FORM**

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Organization Federal Tax Identification Number</th>
<th>Organization Data Universal Numbering System Number (DUNS #)</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Charles County, Prosecutor's Office</td>
<td>436003122</td>
<td>0087755541</td>
</tr>
</tbody>
</table>

**Organization Type (Select all that apply)**
- [ ] Domestic Violence/Sexual Assault Services and/or Shelters
- [ ] Child Advocacy Center
- [ ] Court Appointed Special Advocates (CASA)
- [ ] Missouri Courts
- [ ] Prosecuting Attorney Victim Advocates
- [ ] All Other Victims of Crime Act (VOCA) Programs

**Organization Mailing Address**
- St. Charles County, Prosecutor's Office
- Organization Street Address: 300 N. 2nd Street, Ste. 601
- City: St. Charles
- State: MO
- ZIP Code: 63301
- County: St. Charles
- Website Address: sccmo.org

**Organization Phone Number**: 436 949 7355

**Organization Fax Number**: 636 949 7572

**Name of Organization's Contact Person**: Victoria Roberts

**Contact Person's Email Address**: vcarricato@sccmo.org

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### FUNDING PERIOD

<table>
<thead>
<tr>
<th>FUNDING PERIOD</th>
<th>PERCENTAGE FOR PERIOD</th>
<th>TOTAL FUNDING GRANTED PER PERIOD</th>
<th>PERIOD TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nov 1, 2019 - Jun 30, 2020</td>
<td>32.00%</td>
<td>FY 2017: $0.00</td>
<td>47,349.00</td>
</tr>
<tr>
<td>Jul 1, 2020 - Jun 30, 2021</td>
<td>54.96%</td>
<td>FY 2017: $0.00</td>
<td>19,294.00</td>
</tr>
<tr>
<td>Jul 1, 2021 - Sep 30, 2021</td>
<td>13.04%</td>
<td>FY 2017: $0.00</td>
<td>147,965.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>100.00%</td>
<td>FY 2017: $0.00</td>
<td>147,965.00</td>
</tr>
</tbody>
</table>

**MATCH - THE AMOUNT YOUR ORGANIZATION AGREES TO CONTRIBUTE:**

$36,991.25

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**INSTRUCTIONS FOR FUNDING AMOUNTS BY BUDGET CATEGORIES TABLE:** In this table find pre-populated amounts in the "TOTAL AWARDED" row. In the white field areas, you will enter the amount of funding you expect to expend in each budget category. The "TOTAL PLANNED EXPENSES" should equal the total amount provided in the "TOTAL AWARDED" row.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL AWARDED</strong></td>
<td>$0.00</td>
<td>$47,349.00</td>
<td>$81,322.00</td>
<td>$19,294.00</td>
</tr>
<tr>
<td>Personnel</td>
<td>$34,091.00</td>
<td>$58,552.00</td>
<td>$13,832.00</td>
<td>$106,475.00</td>
</tr>
<tr>
<td>Benefits</td>
<td>$13,258.00</td>
<td>$22,730.00</td>
<td>$5,402.00</td>
<td>$41,390.00</td>
</tr>
<tr>
<td>Travel/Training</td>
<td>$41,430.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$41,430.00</td>
</tr>
<tr>
<td>Supplies/Operations</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contractual</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL PLANNED EXPENSES</td>
<td>$0.00</td>
<td>$47,349.00</td>
<td>$81,322.00</td>
<td>$19,294.00</td>
</tr>
</tbody>
</table>

**Funding Amounts by Budget Categories:**

- **Total Funding**
  - FY 2017: $0.00
  - FY 2018: $0.00

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**Has Organization Requested a Match Waiver?**

- **Yes**
- **No**

If Yes, what percent of match was requested to be waived? __%__

If Yes, what total dollar amount of match was requested to be waived? $__00__

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**INFORMATION FOR INQUIRIES:**

If you have any questions about this document, please contact the Missouri Department of Social Services at 636-949-7355.
### Victims of Crime Act

**REVISED-AWARD BUDGET FORM (CONTINUED)**

#### INSTRUCTIONS FOR FUNDING AMOUNTS BY VICTIM TYPE:

- In this table, you will find pre-populated amounts in the "TOTAL AWARDED" row fields. In the white field areas, you will enter the amount of funding you expect to expend in each "VICTIMS SERVED" category.
- The "TOTAL AMOUNT" should equal the amount provided in the "TOTAL AWARDED" row.

#### TYPES OF VICTIMS SERVED (SECTION 3.2)

<table>
<thead>
<tr>
<th>Funding Amounts By Victim Type</th>
<th>Nov 1, 2019 - Jun 30, 2020</th>
<th>Jul 1, 2020 - Jun 30, 2021</th>
<th>Jul 1, 2021 - Sep 30, 2021</th>
<th>FY Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2017</td>
<td>FY 2018</td>
<td>FY 2017</td>
<td>FY 2018</td>
</tr>
<tr>
<td>TOTAL AWARDED (Populated from Funding Granted Section)</td>
<td>$0.00</td>
<td>$47,949.00</td>
<td>$0.00</td>
<td>$61,322.00</td>
</tr>
<tr>
<td>Domestic Abuse</td>
<td>$1,501.00</td>
<td>$23,001.00</td>
<td>$39,848.00</td>
<td>$9,454.00</td>
</tr>
<tr>
<td>Child Abuse</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sexual Assault</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Underserved</td>
<td>$0.00</td>
<td>$24,144.00</td>
<td>$41,474.00</td>
<td>$9,840.00</td>
</tr>
<tr>
<td>Identified Other</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>$0.00</td>
<td>$47,949.00</td>
<td>$0.00</td>
<td>$61,322.00</td>
</tr>
</tbody>
</table>

### Additional Information/Notes
Introduction and Background Information

1.1 The Missouri Department of Social Services, Family Support Division (Department) hereby enters into this contract with St. Charles County, Prosecutor's Office (subrecipient) for the purchase of Victims of Crime Act (VOCA) project Services.

1.2 VOCA of 1984 was passed by Congress to assist states in providing high quality services that are directly related to the emotional healing and recovery of crime victims. The Missouri Department of Social Services administers the VOCA funds for the State of Missouri.

1.3 The primary purpose of the contract is to support the provision of direct services by the subrecipient to victims of crime throughout the state in order to reduce the severity of the psychological and emotional consequences of the victimization, and to demonstrate on-going support for the victim in coping with the impact of the victimization.

   a. Direct services include, but are not limited to, sexual assault and rape treatment centers, domestic violence programs and shelters, child abuse programs, centers for missing children, elder abuse programs, mental health services, and other community-based victim coalitions and support organizations including those who serve survivors of homicide victims.

1.4 The mission of the Department of Social Services is "we will lead the nation in building the capacity of individuals, families and communities to secure and sustain healthy, safe, and productive lives."

1.5 The contract period shall be November 1, 2019 through September 30, 2021.

General Performance Requirements

2.1 The subrecipient shall adhere to the provisions and requirements stated herein.

2.1.1 Requirements and provisions are subject to change per federal and/or state guidelines.

2.2 Coordination

2.2.1 The subrecipient shall coordinate all contract activities with designated representatives of the Department.

2.2.2 The subrecipient shall attend and/or otherwise participate in orientation, planning and other meetings with the Department, as required by the Department.

2.2.3 In the course of providing the services required herein, the subrecipient shall collaborate with other agencies, resources and individuals as requested by the Department.

2.3 Correspondence

2.3.1 Within five (5) days of contract award, the subrecipient shall provide the Department with the name, address, e-mail address, and telephone number of the subrecipient's representative servicing the contract. Thereafter, the subrecipient shall notify the Department within five (5) days of any change to the contact information of the subrecipient's representative.

2.3.2 Electronic mail (e-mail) will be used to transmit contract documents and other correspondence from the Department to the subrecipient. Emails from the Department to the subrecipient that contain information confidential by law shall be encrypted to protect such information from unauthorized disclosure. The subrecipient shall ensure the timely review and response to e-mailed documents and information.

2.3.3 The subrecipient shall encrypt any electronic correspondence containing information confidential by law.

2.4 Subrecipient's Personnel

2.4.1 The subrecipient shall only employ, or accept as volunteers, personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).
a. If the subrecipient is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the subrecipient has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the subrecipient from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the subrecipient.

b. The subrecipient shall fully cooperate with any audit or investigation from federal, state or local law enforcement or regulatory agencies.

2.4.2 If the subrecipient meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the subrecipient shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the subrecipient’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the subrecipient shall, prior to the performance of any services as a business entity under the contract:

a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and

b. Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; and

c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.5 Pursuant to subsection 1 of section 285.530, RSMo, no subrecipient shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general subrecipient of any tier shall not be liable when such subrecipient contracts with its direct subrecipient who violates subsection 1 of section 285.530, RSMo, if the contract binding the subrecipient affirmatively states that:

a. The direct subrecipient is not knowingly in violation of subsection 1 of section 285.530, RSMo, and

b. Shall not henceforth be in such violation, and

c. The subrecipient receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subrecipient’s employees are lawfully present in the United States.

2.6 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the subrecipient meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/mostatutes/Chaptersindex/chaptIndex285.html), the subrecipient must affirm the subrecipient’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The subrecipient shall complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

2.7 Debarment Certification:

2.7.1 The subrecipient certifies by signing the signature page of this original document and any amendment signature page(s) that the subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

2.7.2 The subrecipient must complete and submit Exhibit 2, Certification Regarding Debarment, prior to award of contract.
2.8 **HIPAA:**

2.8.1 The Department is subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.

2.8.2 The subrecipient shall be a "Business Associate" of the Department, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A.

2.9 **Subrecipient of Federal Funds:**

2.9.1 For the purposes of this contract, the subrecipient has been determined to be a subrecipient of federal funds.

2.9.2 The subrecipient shall comply with the Federal Funds Subrecipient Requirements, attached hereto as Attachment B.

2.9.3 The subrecipient shall not use the federal or state funds under this contract to supplant other federal, state or local public funds. The funds must be used to increase the amount of funds that would, in the absence of these funds, be available for activities of this contract.

2.9.4 As used in Attachment B, the term "subrecipient" shall refer to the subrecipient and the term "state agency" shall refer to the Department.

2.10 **Registration of Business Name**

2.10.1 The subrecipient must complete and submit Exhibit 3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.

3 **Proposed Project Requirements**

3.1 Subrecipient Identification of Potential Projects: The subrecipient shall be permitted to identify a potential additional VOCA funded project(s) to be performed pursuant to the contract. The contactor must follow the procedures stated below for communicating a proposed project(s) to the Department.

a. The subrecipient shall submit each VOCA proposed project in writing directly to the Department.

b. Each proposed project must be submitted as a separate VOCA project and shall not be combined with any other project/idea or submitted as a package.

c. The subrecipient’s scope of the project shall include an appropriate description, back-up, and rationale costs with detailed Department of Justice (DOJ) compliant budget, anticipated provision of 20% required match and other relevant information with each proposed project.

d. The subrecipient shall agree and understand that the Department shall have the right to reject the proposed project, or any portion thereof, for any reason and shall have the right to require modifications, changes, and/or additional elaboration to the idea as deemed necessary in order to ensure a comprehensive understanding of the project.

e. In the event, the Department approves a proposed project from the subrecipient, the project proposal shall be approved and added to the contract by a formal, written contract amendment.

4 **General Contractual Requirements**

4.1 **General:**

4.1.1 The contract shall consist of any and all of the following documents, as applicable:

a. A Notice of Funding Opportunity (NFO) and any amendments, attachments and exhibits thereto;

b. The application or bid submitted by the subrecipient in response to the NFO, as accepted by the Department;

c. An original contract with attachments and exhibits; and

d. Any subsequent amendments to the contract.
This contract shall be construed according to the laws of the State of Missouri. The contract governs the terms and conditions of the contracted services provided by the subrecipient. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, such provision(s) shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the subrecipient and the state.

a. The agreement will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the agreement will be amended to make such correction.

The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

The subrecipient shall comply with all local, state and federal laws and regulations related to the performance of the contract.

The subrecipient certifies that the subrecipient and each of its principals (owners, director and others as defined by 2 CFR Part 180) are not suspended or debarred from contracting with the federal government. In the event the subrecipient or any of its principals become suspended or debarred during the contract period, the subrecipient shall immediately send written notification to the Department.

a. Suspension or debarment of the subrecipient, or failure by the subrecipient to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.

The subrecipient shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered the official, legal record and shall have the same force and effect as would a paper document.

Amendment, Termination and Renewal:

The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.

Any change to the contract, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.

The Department shall have the right, at its sole option, to renew the contract by written notice to the subrecipient. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.

Either party, with or without cause, may terminate the contract by giving sixty (60) days advance written notice to the other party. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the sixty (60) day period, if applicable.

Breach: The Department may terminate the contract for breach of contract by providing the subrecipient with written notice of termination.

a. The termination shall become effective on the date specified in the notice.

b. At its sole discretion, the Department may give the subrecipient an opportunity to cure the breach.

c. The Department shall not pay for services rendered or goods provided after the termination of the contract.

Any written notice to the subrecipient shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the subrecipient or the subrecipient's address of record.
a. The subrecipient shall notify the Department within ten (10) business days of any change to the subrecipient’s address of records and/or mailing address.

4.2.7 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the subrecipient as a direct requirement specified in the contract shall become the property of the Department.

a. Upon termination of the contract, the subrecipient shall maintain, store, transfer, dispose and provide for the authorized release of all client records, documentation, data, reports, supplies, equipment and accomplishments developed by the subrecipient as a requirement of the contract, as directed by the Department. The subrecipient shall not destroy or dispose of any such records, documentation, data, reports, supplies, equipment and accomplishments without the prior, written permission of the Department.

b. Upon termination of the contract the Department shall have access to all client records pertaining to the performance of the contract. As requested by the Department, the subrecipient shall make available to the Department all client records and documents prepared or developed as a result of the contract.

4.2.8 **Transition of Services:** Upon expiration, termination, or cancellation of the contract, the subrecipient shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an individual or organization designated by the Department, if requested in writing. The subrecipient shall provide and/or perform any or all of the following responsibilities:

a. The subrecipient shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department’s designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.

b. The subrecipient shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract, if requested by the Department through a formal amendment to the contract.

c. The subrecipient shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

4.3 **Subcontracting:**

4.3.1 The Department reserves the right to approve any subrecipient utilized by the subrecipient for the services/products required herein. The Department, at its sole discretion, may require such approval prior to the utilization of any subrecipient. In the event the Department requires prior approval to subcontract, the subrecipient shall provide notification of its intent to subcontract within the timeframe specified by the Department.

4.3.2 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract’s General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subrecipient.

4.3.3 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the recipient.

4.3.4 The recipient shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.4 **Conflict of Interest:**
4.4.1 The recipient certifies that the recipient has no other contractual or other relationships, which create any actual, or appearance of conflict of interest. During the term of the contract neither the recipient nor any of its employees shall acquire any other contractual relationships, which would create such a conflict.

a. In the event the subrecipient becomes aware of any circumstances that may create a conflict of interest the subrecipient shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.

b. The subrecipient shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.

c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

1) Exercising any or all of the Department’s rights and remedies under the contract, up to and including terminating the contract with or without cause; or

2) Directing the subrecipient to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the subrecipient certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. No person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

4.4.3 The subrecipient certifies that:

a. no State of Missouri employee assisted the subrecipient in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;

b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and

c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the Director of the Department.

4.4.4 In the event the subrecipient is a not-for-profit agency, subrecipient board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.

4.4.6 The subrecipient shall not represent itself, its employees, as employees of the Department or the State of Missouri.

4.5 Business Compliance:

4.5.1 The subrecipient must comply with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subrecipients are presently, and will remain, in compliance with such laws.

4.5.2 The subrecipient shall have and maintain current and in good standing, all licenses and/or certifications which are required by law, rule or regulation for the duration of the contract.

a. The subrecipient shall notify the Department if the subrecipient’s license(s) and/or certification(s) have or may be terminated, revoked, modified or qualified within seven (7) business days.
b. The subrecipient shall notify the Department within seven (7) business days if the subrecipient becomes aware that the subrecipient or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the subrecipient, its agents employees or officers, may have to conduct business.

4.5.3 If required by state law, the subrecipient shall be registered and in good standing with the State’s Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.

4.5.4 The subrecipient must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

4.6 **Personnel and Staffing:**

4.6.1 The subrecipient shall comply with the Fair Labor Standards Act, Equal Employment Opportunity Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and shall insert the foregoing provision in all subcontracts awarded.

4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the subrecipient's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the subrecipient shall only utilize personnel and/or individuals in the performance of this contract who meet specific qualifications required for services to be provided.

a. No substitution of personnel shall be made by the subrecipient without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.

4.6.3 The subrecipient shall only utilize personnel including those of any sub recipient, who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

4.7 **Federal Funds Requirements:**

4.7.1 The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the subrecipient shall comply with the requirements listed in the following subparagraphs, as applicable.

4.7.2 In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven’s Amendment", the subrecipient shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:

a. The percentage of the total costs of the program or project that will be financed with Federal money;

b. The dollar amount of Federal funds for the project or program; and

c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4.7.3 The subrecipient shall comply with all requirements of 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the subrecipient, or agent acting for the subrecipient, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The subrecipient shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

4.7.4 In the event Federal funding for the contract becomes unavailable or interrupted, the subrecipient shall, upon written notification from the Department, suspend work activities and incur no further costs under
the contract, until the Department notifies the subrecipient, in writing, that funding has been restored and work activities may resume.

4.8 **Financial Requirements:**

4.8.1 Availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the subrecipient.

4.8.2 The Missouri General Assembly must appropriate funding for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney’s fees, associated with termination caused by lack of appropriations.

a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.

b. In the event funds are not appropriated or available for the contract, the Department shall provide prompt notification to the subrecipient.

c. In the event funding for the contract becomes unavailable or interrupted, the subrecipient shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until such time as the Department notifies the subrecipient, in writing, that funding has been restored and work activities may resume.

d. In the event funds are not appropriated or available for the contract, the subrecipient shall not prohibit or limit the Department’s right to pursue alternate contracts, as necessary, to conduct state governmental affairs.

e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.

4.8.3 Payments due under the terms of the contract shall be made by the Department upon receipt and approval of a properly itemized invoice, as set forth herein.

a. The subrecipient shall submit invoices in accordance with the requirements stated in the contract and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.

b. The subrecipient shall not invoice federal or state tax.

4.9 **Subrecipient Liability:**

4.9.1 The subrecipient shall be responsible for any and all personal injury, including death, or property damage as a result of the subrecipient’s actions, inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

a. In addition to the liability imposed upon the subrecipient on account of personal injury, bodily injury (including death), or property damage suffered as a result of the subrecipient’s negligence, the subrecipient shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The subrecipient shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any other person employed by or under the supervision of the subrecipient under the terms of the contract.

4.10 **Insurance:**

4.10.1 The Department and the State of Missouri is and shall not be required to save and hold harmless and/or indemnify the recipient, its employees, agents or subrecipients against any liability incurred or arising as a result of any activity of the recipient or any activity of the recipient’s employees related to the subrecipient’s performance under the contract. Therefore, the subrecipient shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its
agencies, its clients, its employees and the general public against any loss, damage and/or expense related to the subrecipient’s performance under the contract.

4.10.2 The subrecipient shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.

4.10.3 If the contract involves the performance of medical services of any type, the subrecipient shall maintain adequate liability insurance to cover all medical services rendered.

4.10.4 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers’ names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

4.11 **Human Rights:**

4.11.1 The subrecipient shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract, including, but not limited to:

a. Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, (34 U.S.C. §§ 10228(c) & 10221(a)), which prohibits discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion and require certain DOJ-funded programs subject to the administrative provisions of the statute to prepare, maintain, and submit an Equal Employment Opportunity Plan (EEOP);

b. Victims of Crime Act (VOCA) of 1984, as amended, (34 U.S.C. § 20110(e)), which prohibits discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, religion, and disability;

c. The DOJ implementing regulation Partnerships with Faith-Based and Other Neighborhood Organizations, (28 C.F.R. pt. 38), which prohibits discrimination in federally assisted social service programs based on religion in the delivery of services or benefits;

d. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000e, as amended) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance;

e. Title VII of the Act, as amended, which prohibits, unless otherwise provided by law, discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;


g. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;


i. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;


k. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;

l. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;

m. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);

n. Missouri Governor's E.O. #05-30; and

o. The requirements of any other federal and state nondiscrimination statutes, regulations and executive orders that may apply to the services provided under the contract.

4.11.2 If the subrecipient uses any funds of this contract in a subcontract, then the subrecipient shall require such sub subrecipient to comply with the applicable human rights clauses above.
4.11.3 Disclosure of information, by either party to the contract, concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.

4.11.4 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the subrecipient.

4.12 Recordkeeping and Reporting Requirements:

4.12.1 The subrecipient shall submit itemized reports, records and information at the request of the Department.

a. The subrecipient shall submit a Subgrant Award Report (SAR) attached as Attachment E before funding can begin.

b. Quarterly reports are due fifteen (15) days after the last day of the reporting month for each quarter.

c. Annual report is due thirty (30) days after the end of the federal fiscal year (FFY).

4.12.2 The subrecipient shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall include the following, as applicable:

a. The specific number of activities hours and type of service provided by employees and volunteers;

b. Itemized revenues and expenditures related to the performance of the contract;

c. The number and type of clients served;

d. Detailed documentation of services provided to each client, included progress notes;

e. Any and all records necessary for performing a full audit of the subrecipient's performance under the contract; and

f. Other relevant records as described herein.

4.12.3 The subrecipient shall have in place management and fiscal controls that are adequate to assure full performance of the subrecipient's obligations under this contract. The subrecipient shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The subrecipient shall immediately notify the Department of any cash flow issues where the subrecipient's obligations required under this agreement would be in jeopardy.

4.12.4 The subrecipient shall allow the Department or its authorized representative to inspect and examine the subrecipient's premises and/or records, which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the subrecipient's retention of records.

a. The subrecipient shall provide the Department with access to client's records, within the parameters of confidentiality. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.

4.12.5 The subrecipient shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The subrecipient shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the subrecipient to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.

4.12.6 The subrecipient shall provide written notification to the Department when there is any change in the subrecipient's licensure or certification/accreditation status, official name, address of record, Executive Director, or change in ownership and/or control of the subrecipient's organization.

4.12.7 Upon filing for any bankruptcy or insolvency proceeding by or against the subrecipient, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the subrecipient shall notify the Department immediately. Upon learning of any such actions,
the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the subrecipient responsible for damages, to the extent authorized by law.

4.13 Confidentiality:

4.13.1 All discussions with the subrecipient and all information gained by the subrecipient as a result of the subrecipient's performance under the contract shall be confidential, to the extent required by law.

4.13.2 The subrecipient shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.

4.13.3 If required by the Department, the subrecipient and any required subrecipient personnel shall sign specific documents regarding confidentiality, security, or other similar documents.

4.13.4 The subrecipient shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;

b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;

c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;

d. Policies and procedures implemented by the subrecipient to prevent inappropriate uses and disclosures of confidential information by its workforce and sub subrecipient, if applicable; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

4.14 Property of State:

4.14.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the subrecipient pursuant to the terms of the contract shall become the property of the State of Missouri.

a. Upon expiration, termination, or cancellation of the contract, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.

4.14.2 Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the subrecipient that may be necessary to perform a particular service required herein, but not required, as a specific deliverable of the contract, shall remain the property of the subrecipient. The subrecipient shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

4.14.3 In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and/or authorize other to use, the work/materials for Department and/or State of Missouri purposes.

4.15 Notification Requirements:

4.15.1 The subrecipient shall notify the Department within one (1) business day of the death of a Department client receiving services under the contract.

4.15.2 The subrecipient shall notify the Department and make the required hotline report within one (1) business day, when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client.

4.15.3 In the event the conduct of a client is jeopardizing the safety of him/herself or others in the community, the subrecipient shall immediately notify the Department. If an immediate response is needed to ensure
the health and/or safety of the client or others, the subrecipient shall also notify local law enforcement officials.

4.15.4 The subrecipient shall notify the Department within one (1) business day, in writing, if the subrecipient becomes aware of any circumstances which may render the subrecipient unable to perform any of its obligations under the contract.

a. The Department shall have the right, at any time, to require the subrecipient to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the subrecipient is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

4.15.5 The subrecipient shall promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub subrecipient or, other person has, in connection with funds under this award -- (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by— (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881(fax).

4.16 VOCA Program Specific Requirements: In addition requirements in 2 CFR 200, VOCA funded programs are required to adhere to further restrictions from Department of Justice (DOJ), Office of the Chief Financial Officer (OCFO), VOCA rules contained in 28 CFR part 94 and Missouri Statutes. Noteworthy additional requirements include but are not limited to:

4.16.1 Charges for services: No direct charges or third party billing may be done in connection with VOCA services.

4.16.2 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.

4.16.3 Court Records: After August 28, 2007, any information contained in any court record, whether written or published on the internet, including any visual or aural recordings that could be used to identify or locate any victim of an offense under chapter 566 RSMo or a victim of domestic assault or stalking 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, place of employment, or physical characteristics, including an unobstructed visual image of the victim's face or body. See Section 595.226, RSMo.

4.16.4 Criminal or Civil Filings: The subrecipient 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.

4.16.5 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.
4.16.6 **Policies:** The subrecipient assures policies covering the following topic exist and are being enforced within their agency:

- Confidentiality of information to include all HIPAA provisions;
- Non-discrimination;
- Equal Employment Opportunity Plan (EEOP);
- All Civil and Human Rights Requirements;
- Fair Labor Standard Act (FLSA);
- Drug-free workplace;
- Safe motor vehicle operation;
- Seatbelt usage;
- No texting while driving;
- Limited English Proficiency and meaningful access to services;
- Procurement;
- Service Standards; and
- Employee and Volunteer recruitment, screening and training.

4.16.7 **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 an offense under Chapter 566 RSMo, or a victim of an offense of domestic assault or stalking to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such offense. See Section 595.223, RSMo.

4.16.8 **Retained Documentation:** The subrecipient assures that all documentation (for invoiced expenses and match) will be kept for a minimum of five (5) years after the close of the contract and will be open and available for inspection by the Department or Federal partners upon request. Documentation refers to the following examples to include but not limited to:

- Payroll records, time sheets (personnel/volunteer), cost allocation plans, pay stubs, job descriptions, etc.;
- Cancelled checks;
- Mileage logs;
- Invoices for purchases made in whole or in part with VOCA funds;
- Receipts;
- Maintenance logs;
- Depreciable asset inventory sheet for VOCA funded items (Attachment F);
- License and certification documentation;
- Insurance Documentation;
- Credit card statements; and
- Copies of service agreements (professional contracts) with third (3rd) party agencies and service providers.

4.16.9 **Services contingency:** Receiving of VOCA services cannot be contingent upon participation in the criminal justice system, immigration status, or in compliance with other programs of the providing agency.

4.16.10 **Time Records Requirement:** The applicant assures that, all project personnel funded through the VOCA grant (federal or local funds) will maintain timesheets, cost allocation plans or other approved
methodology that details their time along with the activities/services provided. These documents must be provided to DSS upon request.

4.16.11 **Timely Reporting:** Subrecipient assures that expenses, match and volunteer hours will be submitted within sixty (60) days from the time the expense, match or hours was incurred or occurred. The Missouri Department of Social Services reserves the right to deny reimbursement of any expense that falls outside the sixty (60) day requirement.

4.16.12 **Travel/Training:** Training classes and/or seminars subrecipients request for staff to attend shall be preapproved and prorated as eligible by VOCA and by the Department thirty (30) days prior to the first day of the training. Expenses for travel and training will only be reimbursed at the rate that Department employees would be reimbursed and in no case more than listed per diem rates.

   a. The subrecipient shall attend the Compliance Training hosted by the Department. The Department may require the attendance of the subrecipient’s personnel at additional training activities and may require the cooperation of the subrecipient’s personnel where the Department provides technical assistance.

   b. Mileage – The subrecipient shall be reimbursed for travel mileage at the current per mile reimbursement rate ordered by the commissioner of administration pursuant to section 33.095, RSMo. The current per mile reimbursement rate can be found at the following website: http://content.oa.mo.gov/accounting/state-employees/travel-portal-information/mileage.

   c. Lodging – For both in state and out of state travel, the subrecipient shall be reimbursed for actual lodging expenses incurred subject to the maximum amounts specified in the Contiguous US Per Diem Rates (CONUS) which can be accessed from http://oa.mo.gov/travel/ by clicking on CONUS on the right hand side of the page or by clicking on the link for “Per Diem Rates” at the following Internet address: http://www.gsa.gov.

   d. Meals – The subrecipient shall be reimbursed for the actual cost of meals subject to the most current maximum meal per diem specified on the State Meal Per Diem web site which can be found by clicking on the link for “Meals per diem” from https://oa.mo.gov/travel-portal/#mogov-tabs-pane-2-tab-4.

   e. Other miscellaneous travel expenses – The subrecipient shall be reimbursed the actual amount of other travel expenses incurred, provided that the actual expenses incurred are documented and reasonable for the location in which the travel occurred.

4.16.13 **Vehicle and other Depreciable asset Purchases:** Subrecipients that requested and received a vehicle or other depreciable asset in their award shall request and receive prior approval from the Department before purchase of the item. A separate invoice will likely be requested for large asset purchases.

4.16.14 **VOCA Funds:** VOCA funds may only pay that portion of agency expenses that can be documented as attributable to VOCA. A formula for prorating expenses must be demonstrated and presented upon request.

4.16.15 **Emergency Medical Services:** Pursuant to 28 CFR 94.119 (a) (9) costs of the following, on an emergency basis [i.e., when the another health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime)] Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease, durable medical equipment (such as wheel-chairs, crutches, hearing aids, eyeglasses), and other healthcare items are allowed.

4.16.16 The subrecipient shall comply with all special conditions outlined in Attachment’s G (FY 17) and H (FY18).

4.17 **Contract Monitoring/Compliance**

4.17.1 The Department has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, the Department reserves the right to audit all records related to the subrecipient’s performance under the contract for a period of five (5) years from the expiration date of the contract.
a. The subrecipient shall cooperate with any Department review of records and other documentation related to the subrecipient’s performance under the contract.

4.17.2 In the event the Department determines the subrecipient to be non-compliant, or at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the subrecipient to bring the subrecipient into compliance or to mitigate the risk of non-compliance.

a. The Department shall provide written notification to the subrecipient of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.

b. Special conditions or restrictions may include, but are not limited to:
   1) Requiring the subrecipient to obtain additional technical assistance;
   2) Requiring additional levels of prior approval from the Department for contract activities;
   3) Requiring additional or more detailed financial reports and/or other documentation;
   4) Additional, ongoing contract monitoring/oversight by the Department; and/or
   5) Requiring the submission and implementation of a corrective action plan.

4.17.3 In the event the Department requires the subrecipient to submit and implement a corrective action plan, the Department shall provide written notification to the subrecipient, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.

a. The subrecipient shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.

b. The corrective action plan must include the actions the subrecipient proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions to be taken to prevent the situation from recurring.

c. The Department will notify the subrecipient in writing if the corrective action plan is approved or if modifications are required.

   1) In the event the Department requires changes to the corrective action plan, the subrecipient shall submit a revised corrective action plan within five (5) working days of receipt of the Department’s notification that changes are required.

d. Failure of the subrecipient to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and/or other remedies available to the Department.

4.18 Miscellaneous:

4.18.1 Unless otherwise specified, the subrecipient shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.

4.18.2 The subrecipient shall only perform the specific, professional services set forth in the contract. The subrecipient shall provide all services in a manner consistent with generally accepted practices in the applicable professional field.

4.18.3 The subrecipient shall not utilize any data, information or conclusions obtained directly or indirectly from work performed under the contract for any other purpose, including, but not limited to research, marketing or commercial purposes without the:

a. Prior, written consent of the Department; and

b. Full, written, prior, informed consent of the individuals involved, or their legal guardian or legal custodian; and
Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages the subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

The subrecipient shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.

The Department endorses a drug free environment and the absence of substance abuse. The subrecipient shall support and enforce these philosophies in their performance of the contract.

The subrecipient shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The subrecipient shall make documentation of such compliance and any such license immediately available upon request by the Department.

The subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the "DOJ Grant Financial Guide" as posted on the OJP website available at https://ojp.gov/financialguide/DOJ/index.htm, including any updated version that may be posted during the period of performance.

Subrecipients agree to comply in accordance with the Guidance to Federal Financial Assistance Subrecipients Regarding Title VI Prohibition Against national Origin Discrimination Affecting Limited English Persons, 67 Fed. Reg. 41455 (June 18, 2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, subrecipients of Federal financial assistance must have a policy that takes 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.

Fundraising: The subrecipient may not charge as direct or indirect costs against their award the costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions.

a. Neither the salary of persons engaged in such activities nor indirect costs associated with those salaries may be charged to the award.

b. The subrecipient may accept donations (e.g., goods, space, services) towards fundraising, as long as the value of the donations is not charged as a direct or indirect cost to the award.

c. Nothing in this section should be read to prohibit a subrecipient from engaging in fundraising activities, as long as such activities are not financed by Federal or matching funds.

Program Match: Subrecipients must provide matching contributions of not less than twenty percent (20%) (cash or in-kind) of the total cost of the VOCA project Match funds must be used on the same VOCA project and be expended during the contract period. Funds awarded by the Department for other projects must not be used as match. Match may be defined by the following:

a. Cash Match (hard match): Direct monetary funding for the VOCA project; available from sources other than state or federal funding programs.

b. In-Kind Match (soft match): Non-monetary contributions and donations received by the applicant agency from individuals, agencies, associations, organizations, etc. The monetary value placed on volunteer services provided as in-kind match shall be consistent with the rate of compensation paid for similar work in the agency’s organization and/or at an equitable fair market value. If the volunteer requires specialized training in victim services, then the agency may use a comparable fair market rate
or a rate of compensation not to exceed $23.50/hour. All other volunteer hours may not exceed $18.00/hr. Examples include but are not limited to: volunteered professional or personal services, material, equipment, space and facilities; non-VOCA funded victim assistance activities; and discounts.

4.18.12 **Prorating:** The subrecipient shall invoice for only VOCA allowable portion of operating costs, contracts and expenses which are necessary and essential to providing direct services. The contract may be charged only the prorated share of an item that is not used exclusively for VOCA victim-related services.

4.18.13 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 Victims of Crime Act Fund administered by the Missouri Department of Social Services, Division of Finance and Administrative Services." "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 Department or the Department of Justice Programs" and shall be preapproved by the Department.

4.18.14 The subrecipient shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The subrecipient shall make documentation of such compliance and any such license immediately available upon request by the Department as stated herein.

4.18.15 The subrecipient shall at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients, sub subrecipients ("sub grantees"), or individuals defined (for purposes of this condition) as "employees" of the subrecipient or of any sub subrecipient. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm. The prohibited conduct by the subrecipient and their sub grantees related to trafficking in persons (including reporting requirements and OJP authority to terminate award), is incorporated by reference.

4.18.16 **Law Enforcement Agencies:**

a. **Uniform Crime Reporting (UCR):** The subrecipient shall be 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.

b. **Racial Profiling:** The subrecipient 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.

c. **Federal Equitable Sharing Funds:** The subrecipient shall be in full compliance with Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Department and the Missouri State Auditor.

d. **Custodial Interrogations:** The subrecipient shall be 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 statute.

e. **DWI Law:** The subrecipient shall be in full compliance with 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. In addition, the subrecipient assures that its county prosecuting attorney or municipal prosecutor is in full compliance with Section 43.544 RSMo 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.

4.18.17 **Partnerships with Faith-Based and Other Neighborhood Organizations:** The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing
"Partnerships with Faith-Based and Other Neighborhood 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 explicitly religious activities, such as worship, religious instruction, or proselytization. Subrecipients of direct grants may still engage in explicitly 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 DOJ 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.oip.gov/about/ocr/equal_fbo.htm](http://www.oip.gov/about/ocr/equal_fbo.htm).

5 Payments, Invoicing, Expenditures and Allocation of Funding

5.1 The recipient shall be reimbursed for actual, allowable costs incurred for services and activities provided pursuant to the contract, in accordance with the Department-approved budget.

a. The Department reserves the right to make payments to the subrecipient through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the subrecipient should register in the State's MissouriBUYs website at [https://missouribuys.mo.gov](https://missouribuys.mo.gov).

5.2 The subrecipient shall invoice on a monthly basis, a maximum of thirty-one (31) days, in duration. The maximum billable amount shall not exceed the amount as specified in the funding award herein.

a. The Department will reallocate funds not invoiced within the specified time frames.

5.3 The subrecipient and subrecipient's staff shall be reimbursed, with prior approval actual incurred travel expenses as requested by the Department as stated herein. The travel regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations address: [https://oa.mo.gov/travel-portal#mogov-tabs-pane-2-tab-4](https://oa.mo.gov/travel-portal#mogov-tabs-pane-2-tab-4).

5.4 No other payments or reimbursements shall be made to the subrecipient other than those specified above.

5.5 Invoicing:

5.5.1 The subrecipient shall submit monthly invoices in one of the following manners:

a. Mail to: Missouri Department of Social Services  
   Attention: Family Support Division/Victims of Crime Act Unit  
   P.O. Box 2320  
   Jefferson City, MO 65102-2320

b. E-mail to:FSD.VOCARUnit@dss.mo.gov

c. E-mail directly to the agency's assigned Department representative.

5.5.2 The subrecipient shall utilize an invoice similar to Attachment C which includes at a minimum the information on the sample. The subrecipient shall create a unique invoice number including the two (2) digit month and the two (2) digit year and other identifiers that shall be stated on the invoice form and make each monthly invoice distinguishable from the other months.

5.5.3 The Department may impose a submission deadline for invoices. The Department shall notify the subrecipient in writing of any deadline imposed. **No invoices shall be accepted after the deadline.** The subrecipient is strongly encouraged to take this issue into consideration when determining how they will budget and invoice their awarded funds during the contract period.

5.5.4 The subrecipient shall submit only one (1) invoice for each month of the contract period unless prior Department approval has been granted.
5.5.5 The subrecipient may transfer funding between budget categories provided such transfers do not exceed ten percent (10%) of the total amount awarded, with prior written approval of the Department. Any budget transfer over 10% shall require a formal amendment to the contract.

   a. The subrecipient shall provide a copy of the revised budget prior to implementation when any transfer occurs, including those transfers that do not require a formal amendment to the contract.

5.6 **Verification of Expenditures**

5.6.1 Receipt of payments by the grantee does not constitute earning of these funds and is subject to verification provisions stated herein.

5.6.2 The Department shall have the right to recover from the grantee all funds for which adequate verification and full documentation of expenditures is not maintained.

   a. Adequate verification and full documentation shall be defined as maintaining records in such a manner that an orderly examination by a reasonable person:

      1) is possible;

      2) Can be conducted without the use of information extrinsic to the records;

      3) Can readily determine whether the services were in fact provided by the personnel funded to do so; and

      4) Can readily determine whether the items purchased were provided in accordance with the terms of this agreement and applicable federal and state regulations.

5.6.3 The grantee shall produce and make available all records necessary for adequate verification.

5.7 The Department, at its sole discretion, may:

   a. Audit all invoices, in a manner determined by the Department;

   b. Reject any invoice in whole or in part for good cause;

   c. Make invoice corrections, changes or move amounts to meet the required match with appropriate notification to the subrecipient;

   d. Deduct from an invoice any overpayment made by the Department; and

   e. Recover from the subrecipient any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

5.8 Failure of the subrecipient to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the subrecipient’s failure to perform or deliver the required work or services.

5.9 In the event of non-compliance with contractual or performance requirements, the Department, at its sole discretion, may:

   a. Disallow all or part of the cost of the activity or action not in compliance;

   b. Withhold payments pending correction of the compliance deficiency by the subrecipient; and

   c. Withhold further award of grant funding for the contract project or program.

5.10 **Allocation of Funding**

5.10.1 The Department will allocate funding on a twenty-four (24) month basis and shall provide notification to the subrecipient of the allocation amount. The amount of the twenty-four (24) month allocation shall be determined at the sole discretion of the Department, without recourse. Such determination may include, but is not limited to, such factors as:

   a. Availability of funding; and

   b. Subrecipient performance.
5.10.2 The Department reserves the right to modify the subrecipient’s allocation, as necessary, to comply with restrictions to appropriations and other changes to available funding. In the event additional funding becomes available during the life of the contract, the Department may allocate such funding for additional services and eligible activities. The Department shall provide notification to the subrecipient of any such revisions.
Attachment A – Business Associate Agreement

(Health Insurance Portability and Accountability Act of 1996, as amended)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the subrecipient are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The subrecipient (contractor) constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 et. seq. including, but not limited to the following:

a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.

c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.

e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.


h. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:

1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.

k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.

4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**

6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.

6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).

6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.

6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department’s minimum necessary policies and procedures.

7. **Obligations and Activities of the Contractor**

7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
7.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual’s request and shall provide such record to the Department upon request.

7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual’s right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach (hereinafter "incident"): 

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney’s fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA’s Administrative Simplification Rules, arising from or in connection with the contractor’s negligent or wrongful actions or inactions or violations of this Agreement.

8. **Obligations of the Department**

8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor’s use or disclosure of Protected Health Information, by providing the contractor with the Department’s notice of privacy practices in accordance with 45 CFR 164.520.

8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.

8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.
Attachment B - Federal Funds Subrecipient Requirements

1. In performing its responsibilities under the contract, the subrecipient shall fully comply with:
   a. 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
   b. All applicable terms and conditions of the award.
   c. All other applicable laws, regulations and policies authorizing or governing the use of any federal funds paid to the subrecipient under the contract.

2. The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that award.

3. Allowable Costs: Unless otherwise stated in this contract, the subrecipient shall invoice the Department based on actual, allowable costs incurred.
   a. The subrecipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.

4. Indirect Cost Rates and Administrative Rates: In the event indirect costs and/or administrative rates are included as part of the cost reimbursement under the contract, the following will apply:
   a. If a subrecipient has an approved federally negotiated indirect cost rate, the Department will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414) If a federal agency has approved a new or different rate subsequent to the beginning of a contract period and the effective date is retroactive, the change (increase or decrease) will not be recognized and accepted until the following contract period.
   b. A rate of 10% of Modified Total Direct Costs (MTDC) will be used for those subrecipients that do not have a federally negotiated indirect rate (2 CFR § 200.414).
   c. Administrative costs are defined as general administration and general expenses such as the director’s office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable), (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.

Administrative rates will vary by award, will be determined by the Department, and will not exceed limits set forth by statute or regulations pertaining to each award. For example, some federal programs have statutory limitations on the % of dollars which may be expended for administrative costs. The Department must abide by those statutory limits. Consequently, in contracts which include federal dollars with statutory limitations on administrative costs, the Department will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the Department award will deem administrative costs (including administrative costs included in the indirect rate) unallowable to the extent that the costs exceed the statutory limits.

   d. With regard to indirect cost rates and administrative rates, guidance and requirements noted in Part 2 CFR § 200, "does not change or modify any existing statute or guidance otherwise based on any existing statute...and does not supersede any existing or future authority under law or by executive order of the Federal Acquisition Regulation." Thus, for Department programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the Department cannot accept an indirect rate (regardless of whether it is federally negotiated or not) that exceeds the Administrative rate cap designated by the specific federal award.

5. Record/Document Requirements and Retention:
   a. The subrecipient shall have written policies and procedures in place to ensure compliance with the terms, conditions, laws, and regulations in 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform
Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and shall make its policies and procedures available to the Department, upon request.

b. The subrecipient shall maintain an accounting system that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an activity allowable under the award and allows required federal financial reports to be easily prepared.

c. In accordance with 2 CFR § 200.333 the subrecipient shall retain, for a period of three years from the date of submission of the final expenditure report, or from the date of the submission of the final quarterly or annual financial report to the Department, all financial records, supporting documents, statistical records, and all other records pertinent to the federal award.

6. **Subrecipient Monitoring:** The Department reserves the right to conduct monitoring reviews to ensure the subrecipient administers the federal award in compliance with applicable laws, regulations, contractual obligations, and performance goal measures.

a. When deemed appropriate by the Department, a monitoring report based on the results of the monitoring review will be issued to the subrecipient.

b. The subrecipient shall submit a written corrective action plan for any findings and recommendations in the monitoring report as directed by the Department.

1) The corrective action plan should include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such remedies, and the person(s) responsible for the necessary action.

c. The Department will respond in writing by accepting the corrective action plan submitted and/or requiring further action, including, but not limited to:

1) More detailed financial reports or other documentation;

2) Additional monitoring;

3) Requiring the subrecipient to obtain technical or management assistance; and/or

4) Establishing additional prior approvals from the Department.

7. **Audits:** If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.

a. In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the Department, in determining the federal awards expended in its fiscal year.

b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the Department of the acceptance of the audit by the FAC within 7 calendar days of the acceptance. The subrecipient shall also notify the Department in the event the subrecipient is not required to obtain and submit a single audit. These notifications shall be submitted to the:

   Department of Social Services
   Division of Finance and Administrative Services
   Attn: Single Audit
   P.O. Box 1082
   Jefferson City, MO 65102
   Or DFAS.ComplianceUnit@dss.mo.gov

c. The subrecipient shall cooperate with the Department in resolving questions that the Department may have concerning the auditors’ report and plans for corrective action(s) pursuant to 2 CFR § 200.521.
Attachment C – Sample Invoice

Bill to: DSS/FSD VOCA UNIT
PO BOX 2320
JEFFERSON CITY, MO 65102-1082
DFAS.VOCAUNIT@DSS.MO.GOV

| Agency Name: |  |
| Contract Number: |  |
| Invoice Period: |  |
| Remit Payment to: |  |
| Address: (Street, City, State, Zip) |  |
| Phone Number: |  |
| Contact Person: |  |
| Invoice #: (10 Character Limit): |  |

<table>
<thead>
<tr>
<th>Section:</th>
<th>Total Amount:</th>
<th>Match Amount:</th>
<th>Federal Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel:</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Benefits</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PRN:</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Volunteers:</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>On-Call Volunteers:</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Travel/Training:</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Equipment:</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Supplies &amp; Operations:</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Contractual:</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Indirect Cost:</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Totals:</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Amount to be PAID: $ 

AGENCY SIGNATURE/TITLE

FSD VOCA STAFF SIGNATURE DATE:
CHANGE OF INFORMATION FORM

Date: 

Subrecipient Name: 

Subaward Number: 

Contact Person: 

Phone Number: 

*If the change affects multiple subawards, please complete a form for each subaward and submit to grant program representative*

Is the following change(s) as a result of criminal activity? ☐ Yes ☐ No

PROFILE/CONTACT INFORMATION

Complete the following 2 fields if an individual needs to be removed. Skip this section if a person is not being removed.

Name of Individual Being Removed: 

Last Date of Employment:

Complete the following fields if an individual needs to be added. Skip this section if a person is not being added.

Name of Individual Being Added: 

Job Title: 

Mailing Address:

Street Address:  
(if different than the mailing address)

City: 

Zip Code:

Email:

Ext: 

Phone:

Fax:

Does the individual need copied on correspondence from DSS? 

☐ Yes, select as a grant contact and add to the distribution list

☐ Yes, add to the distribution list only

☐ No correspondence requested

BUDGET

If the change affects the Budget, complete the following. If the change does not affect the Budget, skip this section.

Name of Individual Being Removed: 

Last Date of Employment:  
(m/d/yyyy)

Individual Being Added:  
(if unknown, list as TBH)

Hire Date:  
(m/d/yyyy)

Provide a brief summary of the new individual's experience, certifications, and job responsibilities for the Budget – Personnel Justification section:

Submit this form as an attachment to your DSS Internal Contact Email or to FSD.VOCAUNIT@dss.mo.gov.
8. The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the Department on behalf of the subrecipient. The subrecipient shall return any funds disallowed, either to the Department or directly to the applicable federal agency, as instructed by the Department and within the timeframe designated.

9. **Transparency Reporting:** In order to assist the Department in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit 4, to the Department prior to the award of the contract.
   
   a. The subrecipient should register in the federal government System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov), to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
   
   b. The Department will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.
Bill to: DSS/FSD VOCA UNIT  
PO BOX 2320  
JEFFERSON CITY, MO 65102-1082  
DFAS.VOCAPUNIT@DSS.MO.GOV

1. Total number of VICTIMS SERVED for the invoice period:  

2. Out of the total number of Victims served, how many of those victims were "NEW" for the invoice period:  

3. Total number of hours spent on VOCA:  
   a. Paid Staff:  
   b. Volunteers:  

4. Specify the dollar amount in this months invoice that is allocated to the following categories:  
The dollar amount needs to equal the same amount requested for reimbursement on the 1st page of the invoice

<table>
<thead>
<tr>
<th>Category</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Abuse</td>
<td></td>
</tr>
<tr>
<td>Domestic Violence</td>
<td></td>
</tr>
<tr>
<td>Sexual Abuse</td>
<td></td>
</tr>
<tr>
<td>Underserved</td>
<td></td>
</tr>
<tr>
<td><strong>Total Amount</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

Approved Trainings Attended for this Invoice:  

Please Include Name of Training, Who attend and position of attendee:
## SUBGRANT AWARD REPORT (SAR)

1) **Subgrant Organization Name:** St. Charles County Prosecutor's Office
   **Subgrant Organization Address:** 300 N. 7th St. 63301
   **Subgrant Organization City:** St. Charles
   **Subgrant Organization State:** Missouri
   **Subgrant Organization Zip:** 63301

2) **Point of Contact Name:** Victoria Roberts
   **Point of Contact E-Mail Address:** veapricatod.sccmo.org
   **Point of Contact Phone Number:** 636-449-7900 ext. 3021

3) **Check the box that best describes the type of government, agency, or organization (A, B, and C) identified in question 1.**

   **A.) Government Agencies Only:** Which designation best describes this government agency (select one response)?
   - Courts
   - Juvenile justice
   - Law enforcement
   - **Prosecutor**
   - Other government agency (describe below)

   **B.) Nonprofit Organizations Only:** Which designation best describes this government agency (select one response)?
   - Child abuse service organization (e.g., child advocacy center)
   - Coalition (e.g., state domestic violence or sexual assault coalition)
   - Domestic and family violence organization
   - Faith-based organization
   - Organization provides domestic and family violence and sexual assault services
   - Organization by and/or for underserved victims of crime (e.g., drunk driving, homicide, elder abuse)
   - Sexual assault services organization (e.g., rape crisis center)
   - Multiservice agency
   - Other type of nonprofit organization serving victims of crime (describe below)
### C. Campus Organizations Only: Which designation best describes this campus organization (please select one response)?

<table>
<thead>
<tr>
<th>Campus-based victim services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law enforcement</td>
</tr>
<tr>
<td>Physical or mental health service program</td>
</tr>
<tr>
<td>Other (describe below)</td>
</tr>
</tbody>
</table>

#### 4) Crime Victim Assistance (2019-2021 VOCA) Funds Awarded

<table>
<thead>
<tr>
<th>Grant #:</th>
<th>ER130-200091</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Amount:</td>
<td>147,945.00</td>
</tr>
<tr>
<td>Project start date:</td>
<td>11-1-2019</td>
</tr>
<tr>
<td>Project end date:</td>
<td>9-30-2021</td>
</tr>
</tbody>
</table>

#### 5) Purpose of the VOCA Subaward (check all that apply)

- [X] A.) Continue a VOCA-funded victim project funded in a previous year
- B.) Expand or enhance an existing project not funded by VOCA in a previous year
- C.) Start a new victim services project
- D.) Start a new Native American victim services project
- E.) Expand or enhance an existing Native American project

#### 6) Subgrant Agency Service Areas

Instructions: List counties that cover the service area for this organization. The counties listed should match the counties listed in the organization's most recent VOCA application.

<table>
<thead>
<tr>
<th>Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>St Charles</td>
</tr>
</tbody>
</table>

#### 7) Match Waiver

Instructions: Check box to indicate a match waiver was submitted.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[x]</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 8) Use of VOCA and VOCA Match Funds

Instructions: For this subaward, check the category of service and subcategory that best identifies the types of services or activities that will be provided by the VOCA-funded project, as described below. Note: Report only those program activities that will be implemented with VOCA funds. Do not report services offered by another agency. The selections in this section should match the information in the organization's most recent VOCA application. Check all that apply.
## A. Information & Referral

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Information about the criminal justice process</td>
</tr>
<tr>
<td></td>
<td>Information about victim rights, how to obtain notifications, etc.</td>
</tr>
<tr>
<td></td>
<td>Referral to other victim service programs</td>
</tr>
<tr>
<td></td>
<td>Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address-confidence programs, etc.)</td>
</tr>
</tbody>
</table>

## B. Personal Advocacy/Accompaniment

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Victim advocacy/accompaniment to emergency medical care</td>
</tr>
<tr>
<td></td>
<td>Victim advocacy/accompaniment to medial forensic exam</td>
</tr>
<tr>
<td></td>
<td>Law enforcement interview advocacy/accompaniment</td>
</tr>
<tr>
<td></td>
<td>Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)</td>
</tr>
<tr>
<td></td>
<td>Performance of medical forensic exam or interview, or medical evidence collection</td>
</tr>
<tr>
<td></td>
<td>Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)</td>
</tr>
<tr>
<td></td>
<td>Intervention with employer, creditor, landlord, or academic institution</td>
</tr>
<tr>
<td></td>
<td>Child and/or dependent care assistance (includes coordination of services)</td>
</tr>
<tr>
<td></td>
<td>Transportation assistance (includes coordination of services)</td>
</tr>
<tr>
<td></td>
<td>Interpreter Services</td>
</tr>
</tbody>
</table>

## C. Emotional Support of Safety Services

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Crisis intervention (in-person, includes safety planning, etc.)</td>
</tr>
<tr>
<td></td>
<td>Hotline/crisis line counseling</td>
</tr>
<tr>
<td></td>
<td>On-scene crisis response (e.g., community crisis response)</td>
</tr>
<tr>
<td></td>
<td>Individual counseling</td>
</tr>
<tr>
<td></td>
<td>Support groups (facilitate or peer)</td>
</tr>
<tr>
<td></td>
<td>Other therapy (traditional, cultural, or alternative healing; art, writing, or play therapy; etc.)</td>
</tr>
<tr>
<td></td>
<td>Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic meds, durable medical equipment, etc.)</td>
</tr>
</tbody>
</table>

## D. Shelter/Housing Services

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Emergency shelter or safe house</td>
</tr>
<tr>
<td></td>
<td>Transitional housing</td>
</tr>
<tr>
<td></td>
<td>Relocation assistance (includes assistance with obtaining housing)</td>
</tr>
</tbody>
</table>
### E. Criminal/Civil Justice System Assistance

- Notification of criminal justice events (case status, arrest, court proceedings, case disposition, release, etc.)
- Victim impact statement assistance
- Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)
- Civil legal assistance in obtaining protection or restraining order
- Civil legal assistance with family law issues (e.g., custody, visitation, or support)
- Other emergency justice-related assistance
- Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)
- Law enforcement interview advocacy/accompaniment
- Criminal advocacy/accompaniment
- Other legal advice and/or counsel

### 9. Annual Funding Amounts

Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year. Identify by source the amount of funds allocated to the victimization programs/services budget of the subgrantee agency.

**Other Federal** includes all federal funding except the subaward amount reported in Question 4.

<table>
<thead>
<tr>
<th>Information Requested</th>
<th>Response</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subaward Amount</td>
<td>$147,965.00</td>
<td>From Question 4</td>
</tr>
<tr>
<td>State/territory</td>
<td></td>
<td>Identify by source the amount of funds allocated to the victimization programs/services budget of the subgrantee agency.</td>
</tr>
<tr>
<td>Local</td>
<td>$34,991.25</td>
<td>Includes all federal funding except the subaward amount reported in Question 4</td>
</tr>
<tr>
<td>Other Federal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Paid Staff and Volunteers

<table>
<thead>
<tr>
<th>Information Requested</th>
<th>Response</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate the fiscal year of the subgrantee organization</td>
<td>Jan-Dec</td>
<td>Oct - Sept&lt;br&gt;July - June&lt;br&gt;Other, please define</td>
</tr>
<tr>
<td>Total budget for all victimization programs/services for this subgrantee</td>
<td>$304,918.00</td>
<td>The amount reported is for the current fiscal year. Include the subaward amount reported in question 4.</td>
</tr>
<tr>
<td>Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year</td>
<td>$147,965.80</td>
<td>VOCA Subaward Amount&lt;br&gt;State/Territory&lt;br&gt;Local&lt;br&gt;Other Federal&lt;br&gt;Other Non-Federal</td>
</tr>
<tr>
<td>Total number of paid staff for all subgrantee victimization programs and/or services</td>
<td>4</td>
<td>Total number of paid full-time equivalent staff (FTE) for the current fiscal year</td>
</tr>
<tr>
<td>Number of FTE staff funded through this VOCA award (plus match) for subgrantee's victimization programs and/or services</td>
<td>8</td>
<td>Total number of the VOCA funded staff by FTE for the current fiscal year</td>
</tr>
<tr>
<td>Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services</td>
<td>2055</td>
<td>Total count of hours to be worked by all volunteers supporting the work of this VOCA subaward plus match</td>
</tr>
</tbody>
</table>
Attachment G – FY 17 Special Conditions

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period --may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

4. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after
the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

5. In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after—(1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards 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 provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").
Attachment G – FY 17 Special Conditions - Cont.

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://oip.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization, and are incorporated by reference here.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://oip.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://oip.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports
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compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://oip.gov/funding/oiptrainingguidingprinciples.htm.

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
18. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

20. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to
prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors 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 contractors to execute 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 federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

   (1) it has determined that no other entity that the recipient’s application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute 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 to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
Attachment G – FY 17 Special Conditions - Cont.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") 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.

24. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient’s past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

25. The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

26. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 42 U.S.C. 10603(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2); and

c) be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.
27. Demographic Data
The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

28. Discrimination Findings
The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

29. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

30. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

31. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."

33. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

34. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

35. High risk: On-site monitoring
The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

36. High risk: Documentation upon request
The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

37. SPECIAL CONDITIONS
The Victims of Crime Act (VOCA) of 1994 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2017, are available until the end of FY 2020).
Attachment H – FY 18 Special Conditions

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.
3. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards 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 provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.
This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

10. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
Attachment H – FY 18 Special Conditions – Cont.

12. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

13. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

15. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

16. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

20. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that
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violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

23. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

1. In accepting this award, the recipient—

   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors 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 contractors to execute 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 federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

   a. it represents that—

      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute 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 to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

24. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

25. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") 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.

26. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient’s past performance, or other programmatic or financial concerns with the recipient. The recipient’s disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

27. The recipient, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

28. The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

29. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1)
and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

30. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

31. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

32. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

33. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to— (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance,
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the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP website at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

36. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

37. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP website at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

38. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2017, are available until the end of FY 2020).