

51 -2025
CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

January Session of the January Adjourned

Term. 2025

County of Boone

In the County Commission of said county, on the

28th

day of January

20 25

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the application for funding through the Victims of Crime Act (VOCA) grant, for the period of March 1, 2025 through September 30, 2025.

Done this 28th day of January 2025.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner



**Missouri Department of Social Services
Division of Finance & Administrative Services
Invitation for Bid (IFB)**

**AMENDMENT NO: 01
IFB #: DSS-FY25-0006-SL-1
(FORMALLY DSS-FY25-0006-SL)
TITLE: Victims of Crime Act (VOCA)
ISSUE DATE: January 10, 2025**

**BUYER: Ann Perkins
PHONE NO: (573) 522-1571
E-MAIL: Ann.Perkins@dss.mo.gov**

RETURN NFO RESPONSES NO LATER THAN: January 31, 2025 AT 2:00 PM CENTRAL TIME (END DATE)

AGENCY MUST RESPOND ELECTRONICALLY THROUGH <https://missouribuys.mo.gov/bid-board/movers>


CONTRACT PERIOD: Date of Award through September 30, 2025

Services to be purchased by Missouri Department of Social Services, Family Support Division, Victims of Crime Unit

The agency hereby declares understanding, agreement and certification of compliance to provide the items and/or services, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The agency further agrees that the language of this IFB shall govern in the event of a conflict with his/her proposal. The agency further agrees that upon receipt of a Notice of Award is signed and issued by an authorized official of the Department of Social Services, a binding contract shall exist.

SIGNATURE REQUIRED

AGENCY NAME Tracy Skaggs		AGENCY WEBSITE www.showmeboone.com/pa/	
MAILING ADDRESS 705 East Walnut Street			
CITY, STATE, ZIP CODE (9 Digit) Columbia, MO 65201			COUNTY Boone
AGENCY OR ORGANIZATION TYPE (CHECK ALL THAT APPLY)			
<input checked="" type="checkbox"/> Domestic Violence/Sexual Assault Services and/or Shelters		<input checked="" type="checkbox"/> Child Advocacy Center	<input checked="" type="checkbox"/> Court Appointed Special Advocates (CASA)
<input type="checkbox"/> Missouri Courts		<input type="checkbox"/> Prosecuting Attorney Victim Advocates	<input checked="" type="checkbox"/> All Other Victims of Crime Act (VOCA) Programs
Commercial And Government Entity (CAGE) Code: Registration Number in the System for Award Management (SAM) https://www.sam.gov/portal/SAM/		CODE #	VALID UNTIL

CONTACT PERSON Tracy Skaggs		EMAIL ADDRESS tskaggs@boonecountymmo.org	
PHONE NUMBER (573) 886-4118		FAX NUMBER (573) 886-4148	
AUTHORIZED SIGNATURE 		DATE 1/28/2025	
PRINTED NAME Kip Kendrick		TITLE Presiding Commissioner	

AMENDMENT #01 to IFB DSS-FY25-0006-SL-1

TITLE: **Victims of Crime Act (VOCA)**

CONTRACT PERIOD: **Date of Award through September 30, 2025**

PLEASE BE ADVISED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:

1. Paragraph 1.2 is REVISED
2. Exhibit 7 - Is REPLACED in its entirety
3. Exhibit 7-1 - Is REPLACED in its entirety
4. Exhibit 7-2 - Is REPLACED in its entirety
5. Exhibit 7-3 - Is REPLACED in its entirety
6. Pre-Proposal Tele-Conference Attendance Record: The Pre-Proposal Tele-Conference Attendance Record is posted as a separate document on the MissouriBUYS Bid Board under Solicitation No: DSS-FY25-006-SL-1.

1 Introduction and Background Information

- 1.1 The Missouri Department of Social Services, Office of Workforce & Community Initiatives, Victims of Crime Unit [hereinafter referred to as Department or State Administering Agency (SAA)] is requesting proposals for victims of crime act (VOCA) services as described herein from public and nonprofit organizations or combinations of such agencies or organizations (hereinafter referred to as agency) who provide direct services to victims of crime.

1.2 REVISED PER AMENDMENT 01

1.2 Organization

This Invitation for Bid (IFB), described herein as a Notice of Funding Opportunity (NFO), is divided into the following parts:

- Section 1: Introduction and Background Information
- Section 2: General Performance Requirements
- Section 3: Specific Performance Requirements
- Section 4: General Contractual Requirements
- Section 5: Payments to the Agency
- Section 6: Submission and Evaluation
- Attachment A: Federal Funds Subrecipient Requirements
- Attachment B: Business Associate Agreement
- Attachment C: Special Conditions
- Exhibits 1 – 5
- Exhibit 6: Volunteer Waiver
- **Exhibit 7:** VOCA Application
- Terms and Conditions

1.3 Background Information

- 1.3.1 The mission of the Missouri Department of Social Services is to “Empower Missourians to live safe, healthy, and productive lives.
- 1.3.2 Congress passed the Victims of Crime Act (VOCA) of 1984 to assist states in providing high quality services that are directly related to the emotional healing and recovery of crime victims.
- 1.3.3 The primary purpose of VOCA is to fund direct services to victims of crime as soon as possible 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.
- 1.3.4 The U.S. Department of Justice, Office for Victims of Crime (OVC), administers VOCA funds at the federal level. The OVC makes annual VOCA Crime Victim Assistance funds available to the states. In Missouri, the Missouri Department of Social Services administers the VOCA funds.
- 1.3.5 VOCA is funded through fines, penalties, and forfeitures collected from persons convicted of offenses against the United States.
- 1.3.6 VOCA requires the Department to direct a minimum of 40% of the overall annual grant to the following four (4) categories (28 CFR 94.104):
- a. **Sexual Assault** - ten percent (10%):
For purposes of this NFO, sexual assault is defined as non-consensual conduct of a sexual nature. Sexual violence is purposeful behavior accomplished through threat, coercion, exploitation, deceit, force, physical or mental incapacitation or using power or authority.
 - b. **Spousal Abuse/Domestic Violence** - ten percent (10%):
For purposes of this NFO, spousal abuse/domestic violence is defined as all victims of domestic and intimate partner violence, encompassing violence or abuse by one person against another in a domestic context or intimate-partner context as the definition does not require legal recognition of any particular relationship, nor does it implicate State or territorial laws concerning marriage rights. This

definition also includes, but is not limited to, criminal or non-criminal acts constituting intimidation, control, coercion and coercive control, emotional and psychological abuse and behavior, expressive and psychological aggression, financial abuse, harassment, tormenting behavior, disturbing or alarming behavior, and additional acts recognized in other Federal, Tribal, State, and local laws as well as acts in other Federal regulatory or sub-regulatory guidance.

c. **Child Abuse** - ten percent (10%):

For purposes of this NFO, child abuse is defined as all victims of crime, where such crime involved an act or omission that would be considered child abuse under the law of the State of Missouri. In addition, for the purposes of this NFO, victims of child abuse may include, but are not limited to, child victims of: physical, sexual or emotional abuse; child pornography-related offense; neglect; commercial sexual exploitation; bullying; or exposure to violence. This definition of child abuse encompasses harm to children but is not meant to include adults who were victimized as children.

d. **Previously Underserved** - ten percent (10%):

For purposes of this NFO, the previously underserved category is designed to assist underserved populations of victims of violent crimes. Agencies who are requesting funding to assist the underserved population must track each type of population served and characteristics of the crime. Funding proposals for the underserved category must provide a detailed and thorough explanation for the underserved population in the agency's service area. This previously underserved victim population includes but are not limited to:

- 1) Victims of violent crime in high crime areas or rural areas;
- 2) Driving Under the Influence (DUI)/ Driving While Intoxicated (DWI) victims;
- 3) Survivors of homicide victims;
- 4) Victims of physical assault;
- 5) Adults molested as children;
- 6) Victims of hate crimes;
- 7) Robbery victims;
- 8) Lesbian, gay, bisexual, transgender, queer/questioning, intersex (LGBTQ), or
- 9) Victims of elder abuse.

****END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION****

2 General Performance Requirements

2.1 Services Provided

- 2.1.1 The agency shall provide services in accordance with the provisions and requirements stated herein.
- 2.1.2 Requirements and provisions are subject to change per federal and state guidelines.
- 2.1.3 In the course of providing the services required herein, the agency must collaborate with other agencies, resources and individuals as requested by the Department.
- 2.1.4 The agency shall abide by the statutory requirements of VOCA and OVC Guidelines as outlined below:
 - a. 34 U.S.C. 20101 <https://dss.mo.gov/dfas/victims-of-crime-act/files/34-USC-Chapter-201.pdf>;
 - b. C.F.R. Title 28 Part 94 preamble and rule/regulation, or C.F.R. Title 28 Part 94 <https://www.govinfo.gov/content/pkg/CFR-2009-title28-vol2/pdf/CFR-2009-title28-vol2-part94.pdf>;
 - c. 2 C.F.R. Part 200 <https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf>;
 - d. 2 C.F.R. Part 2800 <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/xml/CFR-2018-title2-vol1-part2800.xml>; and
 - e. Department of Justice (DOJ) Grants Financial Guide <https://www.ojp.gov/funding/financialguidedojo/overview>.
 - f. Office of Justice Programs (OJP) Information and Resources <https://ojp.gov/funding/Part200UniformRequiremenst.htm>
- 2.1.5 Contract awards shall not be used to supplant state and local government funds otherwise available for crime victim assistance.
 - a. Deliberately reducing state or local funds because of the existence of federal funds is supplanting. An example of supplanting funds is when the General Assembly appropriates state funds for a specific purpose and federal funds are awarded for that same purpose, the state then replaces its state funds with federal funds, thereby reducing the total amount available for the stated purpose.

2.2 Coordination

- 2.2.1 The agency shall coordinate all contract activities with designated representatives of the Department.
- 2.2.2 The agency shall attend and otherwise participate in orientation, planning and other meetings with the Department, as required.
- 2.2.3 In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources and individuals as requested by the Department.

2.3 Correspondence

- 2.3.1 Within five (5) calendar days of contract award, the agency shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the agency's representative servicing the contract.
- 2.3.2 The Department will use e-mail to transmit contract documents and other correspondence to the agency. The Department shall encrypt emails to the agency that contain information confidential by law to protect such from unauthorized disclosure. The agency shall ensure the timely review and response to e-mailed documents and information.
- 2.3.3 The agency shall encrypt any electronic correspondence containing information confidential by law.

2.4 Agency's Personnel

- 2.4.1 The agency shall only employ 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 agency 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 agency 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 agency from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
- b. The agency shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

2.4.2 If the agency meets the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the agency 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 agency'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 agency 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;
- 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 **Subcontractors**

2.5.1 Pursuant to subsection 1 of section 285.530, RSMo no agency or subcontractor 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 agency or subcontractor of any tier shall not be liable when such agency or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the agency and subcontractor affirmatively states that:

- a. The direct subcontractor 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 agency or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.6 **Affidavit of Work Authorization and Documentation:**

2.6.1 Pursuant to section 285.530, RSMo, if the agency meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525&bid=14999&hl=>), the agency must affirm the agency'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 agency shall complete applicable portions of the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of exhibit and any required documentation must be submitted prior to an award of a contract.

2.7 **Debarment Certification:**

2.7.1 The agency certifies by signing the signature page of this original document and any amendment signature page(s) that the agency 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 agency must complete and submit the exhibit titled Certification Regarding Debarment prior to award of a contract.

2.8 **Contractor Registration with Secretary of State:**

2.8.1 The agency must complete and submit the exhibit titled Registration of Business Name with the Missouri Secretary of State prior to award of contract.

2.9 **Anti-Discrimination against Israel Act**

2.9.1 If the agency meets the definition of a company as defined in section 34.600, RSMo, and has ten (10) or more employees, the agency shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

2.9.2 If the agency meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten (10) or more during the life of the contract, then the agency shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

2.9.3 If during the life of the contract, the agency's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten (10) or more employees, then the agency shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

2.9.4 Regardless of company status or number of employees, the agency must complete and submit the applicable portion of the exhibit titled Anti-Discrimination Against Israel Act Certification. Pursuant to section 34.600, RSMo, if the agency meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the agency has ten (10) or more employees, the agency must certify in writing that the agency is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to award of a contract.

2.10 **Subrecipient of Federal Funds:**

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

2.10.2 The agency shall comply with the Federal Funds Subrecipient Requirements, attached hereto as Attachment A

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

****END OF GENERAL PERFORMANCE REQUIREMENTS SECTION****

3. Specific Performance Requirements

3.1 Program Services: Eligibility Requirements

3.1.1 The agency shall provide Victims Of Crime Act (VOCA) services in accordance with the NFO and approved application submitted by the agency, evaluated by the Stakeholders, and as accepted by the Department.

3.1.2 Agencies must meet each of the following requirements:

- a. **Operate as a public or nonprofit organization:** An agency must operate as a public or nonprofit organization, or a combination thereof, and provide direct services to crime victims. Services must be provided in accordance with 28 C.F.R. part 94. VOCA funds can be used for direct services to victims, certain activities supporting direct services to victims, and certain administrative costs that fit in one of the following categories that are specifically outlined, defined and described in 28 C.F.R. part 94, specifically 94.119- 94.121. Eligible agency/organization includes, but are not limited to:
 - 1) Sexual assault and rape crisis and treatment centers;
 - 2) Domestic violence programs and shelters;
 - 3) Child abuse programs;
 - 4) Centers for missing children;
 - 5) Elders abuse programs;
 - 6) Mental health services;
 - 7) Criminal Justice Agencies;
 - 8) Legal Services;
 - 9) Faith-Based organizations;
 - 10) State/local agencies;
 - 11) Hospitals and emergency medical facilities;
 - 12) Other community-based victim coalitions; and
 - 13) Support organizations including those who provide services for survivors of homicide victims.
 - 14) Other agencies operating as a "pass through" or "conduit" entity may also be eligible per 28 C.F.R. 94.103(c) in that event, they must comply with the added duties and responsibilities listed in 2 C.F.R. 200, specifically 200.3.3.1.
- b. **Have a Record of Effective Services or Experience in Delivering Effective Services:** An agency must demonstrate a record of providing effective direct services and support from sources other than the Crime Victims Fund. Agencies must demonstrate the support and approval of its direct services by the community, its history of providing direct services in a cost-effective manner, and its financial support from sources other than the Crime Victims Fund.
 - 1) It is preferred for the agency to have a minimum of three (3) years of Effective Services.
- c. **Have Substantial Financial Support from Other Sources:** 25% of the agency funding must come from other sources in the year of or the year preceding the award, which may include other federal funding (28 C.F.R. part 94.112).
- d. **Provide Program Match:** Agencies must provide matching contributions of not less than 20% (cash or in-kind) of the total cost of the VOCA federal award amount. Match funds must be used on the same VOCA project and be expended during the contract period. Funds from the Department for other projects must not be used as match. Agencies who are awarded funding must track matching contributions (cash or in-kind) of the total cost of the VOCA project.
 - 1) Federal funds, state funds, other funds received from the Department, and funds used for match for other programs/projects cannot be used as match.

2) Match may include the following:

- i. **Cash Match (hard match):** Direct monetary funding for the VOCA project that is available from sources other than state or federal funding programs.
 - ii. **In-Kind Match (soft match):** Non-monetary contributions and donations received from individuals, agencies, associations, organizations, etc., by the applicant agency. 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 or at an equitable fair market value. For Volunteer match the agency may use a comparable fair market rate or a rate of compensation not to exceed \$28.66 per hour for services provided. Examples of in-kind match include but are not limited to: volunteered professional or personal services, material, equipment, space, and facilities; non-VOCA funded victim assistance activities; and discounts.
 - **Match Waiver Request Letters:** Agencies who anticipate difficulty in providing the twenty percent (20%) required match may, request a match waiver. Agencies should consider match waiver request letters as a last resort.
 - The waiver must be approved by the Department. Once waiver is approved the Department will maintain copies of each approved match waiver determination in the subrecipient's file. The VOCA Program Manager will submit to OVC the match waiver spreadsheet (using the OVC template or other required method) showing all active waivers approved in a federal fiscal year no later than 120 calendar days after the federal fiscal year end. A sample of a match waiver request letter can be located at <https://dss.mo.gov/dfas/victims-of-crime-act/>.
- e. **Utilize Volunteers, unless a Waiver is Granted:** Agencies must use volunteers in order to be eligible for VOCA funds, unless the entity does not have volunteers since they are a state or other entity. The Department may waive this requirement prior to award, if the agency submits written documentation to demonstrate why circumstances prohibit the use of volunteers and Exhibit 6 (Volunteer Waiver) is completed to the satisfaction of the Department. A request for a waiver and Exhibit 6 must be included in the NFO proposal if the agency cannot use volunteers.
 - f. **Not Charge for VOCA Funded Services:** Agencies must provide services to crime victims, at no charge, through any VOCA funded project.
 - g. **Collaborate:** Agencies must promote, public and private efforts in the community to aid crime victims. Funded projects must collaborate with other victim serving agencies, as well as with law enforcement and other criminal justice entities. Coordination activities include, but are not limited to participation on state, federal, local and tribal task forces, commissions, work groups, and coalitions. In addition, there should be other efforts that contribute to comprehensive services to crime victims. This coordination must ensure the limited resources dedicated to crime victims are not unnecessarily duplicated across providers of services.
 - h. **Maintain Confidentiality:** Agencies must maintain confidentiality of client-information, as required by state and federal law and as specified in 28 C.F.R. 94.115.
 - i. **Assist with Crime Victim Compensation Benefits:** Agencies must assist victims in seeking available crime victim compensation benefits. The benefits may include, but are not limited to:
 - 1) Referring the possible recipient to an organization that can so assist;
 - 2) Identifying crime victims and advising them of the availability of benefits;
 - 3) Assisting potential recipients with application forms and procedures;
 - 4) Obtaining necessary documentation from victims and other agencies, and assisting with submitting the documents;
 - 5) Monitoring claim status; and
 - 6) Intervening on behalf of such potential recipients with the crime victims' compensation program.

- 3.2 **OVC Performance Measures Dictionary and Terminology Resource:** This resource serves as guidance for victim terminology.
<https://ovc.ojp.gov/sites/g/files/xyckuh226/files/media/document/performance-measure-dictionary.pdf>
- 3.3 **Ineligible to Receive VOCA Funding:** The following agencies do not qualify to receive VOCA funding:
- a. **Federal Agencies:** This includes U.S. Attorney Offices and FBI Field Offices. Receipts of VOCA funds would constitute an augmentation of the federal budget with money intended for state agencies. However, private nonprofit organizations that operate on federal land may be eligible recipients of a VOCA victim assistance grant.
 - b. **In-Patient Treatment Facilities:** Agencies designed to provide treatment to individuals with drug, alcohol, and mental health-related conditions are not eligible to receive VOCA funding.
 - c. Agencies that are otherwise ineligible for public grant funds for any reason.
- 3.4 **Allowable Direct Service/Activities (28 CFR §94.119):** Allowable direct services include but are not limited to the following;
- a. **Immediate Emotional, Psychological, and Physical Health and Safety:** Services that respond to immediate needs (other than medical care, except as allowed under paragraph (a)(9) of this section) of crime victims, including, but not limited to:
 - 1) Crisis intervention services;
 - 2) Accompanying victims to hospitals for medical examinations;
 - 3) Hotline counseling;
 - 4) Safety planning;
 - 5) Emergency food, shelter, clothing, and transportation;
 - 6) Short-term (up to forty-five (45) calendar days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed;
 - 7) Short-term (up to forty-five (45) calendar days) nursing-home, adult foster care, or group-home placement for adults for whom no other safe, short-term residence is available;
 - 8) Window, door, or lock replacement or repair, and other repairs necessary to ensure a victim's safety;
 - 9) Emergency health services (i.e., when the State's compensation program, the victim's (or in the case of a minor child, the victim's parent's or guardian's) health insurance plan, Medicaid, or other 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; and
 - 10) Emergency legal assistance, such as for filing for restraining or protective orders, and obtaining emergency custody orders and visitation right.
 - b. **Personal Advocacy and Emotional Support:** Agencies may provide personal advocacy and emotional support, including, but not limited to:
 - 1) Working with a victim to assess the impact of the crime;
 - 2) Identification of victim's needs; and
 - 3) Case management including:
 - i. Management of trauma caused by victimization;
 - ii. Identification of resources available to the victim;
 - iii. Providing information, referrals, advocacy, and follow-up contact for continued services, as needed; and

iv. Traditional, cultural, or alternative therapy/healing (e.g., art therapy, yoga).

- c. **Mental Health Counseling and Care:** Agencies may provide mental health counseling and care, including, but not limited to, out-patient therapy/counseling (including, but not limited to, substance-abuse treatment so long as the treatment is directly related to the victimization) provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered.
- d. **Peer-Support:** Agencies may provide peer-support, including, but not limited to, activities that provide opportunities for victims to meet other victims, share experiences, and provide self-help, information, and emotional support.
- e. **Facilitation of Participation in Criminal Justice and Other Public Proceedings Arising from the Crime:** The provision of services and payment of costs that help victims participate in the criminal justice system and in other public proceedings arising from the crime (e.g., juvenile justice hearings, civil commitment proceedings), including, but not limited to:
 - 1) Advocacy on behalf of a victim;
 - 2) Accompanying a victim to offices and court;
 - 3) Transportation, meals, and lodging to allow a victim who is not a witness to participate in a proceeding;
 - 4) Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency;
 - 5) Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceeding;
 - 6) Notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings);
 - 7) Assistance with Victim Impact Statements;
 - 8) Assistance in recovering property that was retained as evidence; and
 - 9) Assistance with restitution advocacy on behalf of crime victims.
- f. **Legal Assistance:** Agencies may provide legal assistance services (including, but not limited to, those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization. Such services include, but are not limited to:
 - 1) Those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding;
 - 2) Motions to vacate or expunge a conviction, or similar actions, where the jurisdiction permits such a legal action based on a person's being a crime victim; and
 - 3) Those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization.
- g. **Forensic Medical Evidence Collection Examinations:** Agencies may provide forensic medical evidence collection examinations for victims to the extent that other funding sources such as State appropriations are insufficient. Forensic medical evidence collection examiners are encouraged to follow relevant guidelines or protocols issued by the State or local jurisdiction. Sub-recipients are encouraged to provide appropriate crisis counseling and/or other types of victim services that are offered to the victim in conjunction with the examination. Sub-recipients are also encouraged to use specially trained examiners such as Sexual Assault Nurse Examiners.

- h. **Forensic Interviews:** Agencies may provide forensic interviews, with the following parameters:
 - 1) Results of the interview will be used not only for law enforcement and prosecution purposes, but also for identification of needs such as social services, personal advocacy, case management, substance abuse treatment, and mental health services;
 - 2) Interviews are conducted in the context of a multi-disciplinary investigation and diagnostic team, or in a specialized setting such as a child advocacy center; and
 - 3) The interviewer was trained to conduct forensic interviews appropriate to the developmental age and abilities of children, or the developmental, cognitive, and physical or communication disabilities presented by adults.
- i. **Transportation:** Agencies may provide transportation of victims to receive services and to participate in criminal justice proceedings.
- j. **Public Awareness:** Agencies may provide public awareness and education presentations (including, but not limited to, the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance.
- k. **Transitional Housing:** Agencies may provide, travel, rental assistance, security deposits, utilities, and other costs incidental to the relocation to such housing, as well as voluntary support services such as childcare and counseling. Services are subject to any restrictions on amount, length of time, and eligible crimes, set by the SAA, transitional housing for victims (generally, those who have a particular need for such housing, and who cannot safely return to their previous housing, due to the circumstances of their victimization).
- l. **Relocation:** Agencies may provide reasonable moving expenses, security deposits on housing, rental expenses, and utility startup costs. Services are subject to any restrictions on amount, length of time, and eligible crimes, set by the SAA, relocation of victims (generally, where necessary for the safety and well-being of a victim).

3.4.1 **Allowable supporting activities (28 CFR §94.120):** Allowable supporting activities include, but are not limited to, the following:

- a. **Coordination of Activities:** Agencies may coordinate activities that facilitate the provision of direct services, include, but are not limited to, state-wide coordination of victim notification systems, crisis response teams, multi-disciplinary teams, coalitions to support and assist victims, and other such programs, and salaries and expenses of such coordinators.;
- b. **Supervision of Direct Service Providers:** Agencies may pay salaries and expenses of supervisory staff in a project, when the SAA determines that such staff are necessary and effectively facilitate the provision of direct services;
- c. **Multi-System, Interagency, Multi-Disciplinary Response to Crime Victim Needs:** Agencies may provide activities that support a coordinated and comprehensive response to crime victims needs by direct service providers, including, but not limited to, payment of salaries and expenses of direct service staff serving on child and adult abuse multi-disciplinary investigation and treatment teams, coordination with federal agencies to provide services to victims of federal crimes and/or participation on statewide or other task forces, work groups, and committees to develop protocols, interagency, and other working agreements;
- d. **Contracts for Professional Services:** Agencies may contract for specialized professional services (e.g., psychological/psychiatric consultation, legal services, interpreters), at a rate not to exceed a reasonable market rate, that are not available within the organization;

- e. **Automated Systems and Technology:** Subject to the provisions of the DOJ Grants Financial Guide and government-wide grant rules relating to acquisition, use and disposition of property purchased with federal funds, procuring automated systems and technology that support delivery of direct services to victims (e.g., automated information and referral systems, email systems that allow communications among victim service providers, automated case-tracking and management systems, smartphones, computer equipment, and victim notification systems), including, but not limited to, procurement of personnel, hardware, and other items, as determined by the SAA after considering:
 - 1) Whether such procurement will enhance direct services;
 - 2) How any acquisition will be integrated into and/or enhance the program's current system;
 - 3) The cost of installation;
 - 4) The cost of training staff to use the automated systems and technology;
 - 5) The ongoing operational costs, such as maintenance agreements, supplies; and
 - 6) How additional costs relating to any acquisition will be supported;
- f. **Volunteer Trainings:** Agencies may provide activities in support of training volunteers on how to provide direct services when such services will be provided primarily by volunteers.
- g. **Restorative Justice:** Agencies may provide activities in support of opportunities for crime victims to meet with perpetrators, including, but not limited to, tribal community-led meetings and peace-keeping activities, if such meetings are requested or voluntarily agreed to by the victim (who may, at any point, withdraw) and have reasonably anticipated beneficial or therapeutic value to crime victims. SAAs that plan to fund this type of service should closely review the criteria for conducting these meetings, and are encouraged to discuss proposals with OVC prior to awarding VOCA funds for this type of activity. At a minimum, the following should be considered:
 - 1) The safety and security of the victim;
 - 2) The cost versus the benefit or therapeutic value to the victim;
 - 3) The procedures for ensuring that participation of the victim and offenders are voluntary and that the nature of the meeting is clear;
 - 4) The provision of appropriate support and accompaniment for the victim;
 - 5) Appropriate debriefing opportunities for the victim after the meeting; and
 - 6) The credentials of the facilitators

3.5 **Special Conditions**

- 3.5.1 Awarded agencies must agree to Special Conditions that include, but are not limited to, requirements under federal and state laws; in addition to requirements for accounting, data collection and reporting. Victim assistance programs must maintain nondiscrimination information on victims (race, national origin, sex, age and handicap). Nondiscrimination information shall be added to the quarterly report that is entered into the Performance Measurement Tool by the Department.
 - a. **Office of Civil Rights:** Pursuant to 28 CFR Section 42.302, all recipients of federal funds must be in compliance with EEO and Civil Rights requirements. All programs that receive VOCA funds or are sub awarded VOCA funds via program agreements are required to conform to the grant program requirements. If there is a violation to this, it may result in suspension or termination of funding, until such time as the recipient is in compliance.
 - b. **Nondiscrimination (Civil Rights):** Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, age or disability in funded programs or activities. This applies not only in respect to employment practices but also in the delivery of services or benefits. All agencies must prepare a written policy regarding how the agency will actively notify staff and program participants of nondiscrimination policies.

- c. **Limited English Proficiency (LEP) Individuals:** In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English proficiency. All agencies must develop a written LEP plan. For more information access: <http://www.lep.gov>.
- d. **Equal Employment Opportunity Assurance of Compliance:** Compliance is required with the following federal laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, age or disability. These are Title VI of the Civil Rights Act of 1964; Omnibus Crime Control and Safe Streets Act of 1968; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Age Discrimination Act of 1975; and the Title IX of the Education Amendments of 1972. All agencies must prepare an Equal Opportunity Employment Plan of Certification form and a written policy regarding how the agency will actively notify staff of nondiscrimination policies. An EEO Reporting Tool is available at: <https://ocreeop.ncjrs.gov>.

3.5.2 The agency shall comply with all VOCA Special Conditions outlined in Attachment C.

3.6 Recordkeeping and Reporting Requirements

3.6.1 The agency shall submit itemized reports, records and information at the request of the Department. Reports include, but are not limited to:

- a. The agency shall submit a Subgrant Award Report (SAR) that will be provided by the Department. The SAR must be submitted before funding can begin. If there is a modification to a subaward, the agency must submit a revised SAR to reflect these changes with their revised budget and budget narrative.
- b. Quarterly reports are due 30 days after the last day of the reporting month for each quarter. Agencies will be required to create internal data collections processes to collect the specific data points for reporting.
 - 1) Quarterly reporting periods are: October 1-December 31; January 1-March 31; April 1-June 30; July 1-September 30.
- c. An annual report is due 30 days after the end of the federal fiscal year (FFY). Agencies will be required to report on specific qualitative data in narrative form at the end of every federal fiscal year.
 - 1) The annual report reporting period is the Federal Fiscal Year of October 1-September 30.

3.6.2 The agency 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, including summarized totals of monthly service delivery (i.e. number of clients served every month);
- d. Detailed documentation of services provided to each client, including progress notes;
- e. Any and all records necessary for performing a full audit of the agency's performance under the contract; and
- f. Other relevant records as described herein.

3.6.3 The agency shall have in place management and fiscal controls that are adequate to assure full performance of the agency's obligations under this contract. The agency shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The agency shall notify the Department within 30 days of any cash flow issues where the agency's obligations required under this agreement would be in jeopardy.

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

- 3.6.5 The agency shall retain all records pertaining to the contract for three (3) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the three (3) year limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The agency shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the agency to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 3.6.6 The agency shall provide written notification to the Department when there is any change in the agency's licensure or certification/accreditation status, official name, address of record, Executive Director, or change in ownership and/or control of the agency's organization.
- 3.6.7 Upon filing for any bankruptcy or insolvency proceeding by or against the agency, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the agency 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 agency responsible for damages, to the extent authorized by law.

3.7 Contract Period Requirements

- 3.7.1 **Federal VOCA Award:** Each dollar within the contract period specified herein will be awarded based on an assigned federal VOCA award which is disclosed at the time the contract is awarded. Invoices and expenditures must be tracked based on the federal VOCA award.
- 3.7.2 All proposed activities must be performed within the contract period.
- 3.7.3 Funds must be fully expended by September 30th and the complete and final invoice must be submitted to the Department by October 15th.
- 3.7.4 The agency must notify the Department as soon as the agency is aware that awarded funds will not be spent within the contract period, but no later than June 30th.
- 3.7.5 Funds not fully expended and properly invoiced by October 15th, will lapse and revert back to the Department.
- 3.7.6 The Department reserves the right to re-allocate and redistribute funds at any time during the contract period upon disclosure to the agencies.

3.8 Notification Requirements

- 3.8.1 The agency must notify the Department in writing in advance of any proposed changes in the program, which will affect the scope, objectives, method, activities, services, or frequency of service delivery. The agency shall not implement proposed changes without the prior, written consent of the Department.
- 3.8.2 The agency shall notify the Department within one (1) business day, in writing, if the agency becomes aware of any circumstances that may render the agency unable to perform any of its obligations under the contract.
- a. The Department shall have the right, at any time, to require the agency to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the agency 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.
- 3.8.3 Nothing in this agreement shall require the agency to disclose any information protected by attorney-client privilege or subject to confidentiality requirements of attorneys by the Missouri Rules of Professional Conduct or other law, in the provision of emergency legal assistance and legal assistance. Emergency legal assistance includes filing for restraining or protective orders and obtaining emergency custody orders and visitations rights. Legal assistance services include (1) those services (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding; (2) motions to vacate or expunge a conviction, or similar actions, where the jurisdiction permits such a legal action based

on a person's being a crime victim; and (3) those actions (other than tort actions) that , in the civil context, are reasonably necessary as a direct result of the victimization.

- 3.8.4 The agency shall promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub recipient, agency, sub-agency, 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; or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881(fax).

3.9 **Additional VOCA Program Specific Requirements**

- 3.9.1 The agency shall ensure federal funds provided under this contract and required matching funds are not used as matching funds for any other federal grant unless specifically allowed by that grant.
- 3.9.2 The agency shall comply with the requirements of RSMo Chapter 610 Governmental Bodies and Records (the "Sunshine Law").
- 3.9.3 Partnerships with Faith-Based and Other Neighborhood Organizations: The agency 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.ojp.gov/about/ocr/equal_fbo.htm.
- 3.9.4 All required submissions shall be provided electronically to FSD.VOCAUnit@dss.mo.gov unless otherwise specified by the Department.
- 3.9.5 If a due date referenced in this contract occurs on a non-business day, the Department will extend the due date to the next business day.
- 3.9.6 The agency shall notify the Department electronically within 15 days if the agency has had any program funded in whole or in part with federal or state funding terminated for cause.

******END OF SPECIFIC PERFORMANCE REQUIREMENTS SECTION******

4 General Contractual Requirements

4.1 General

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

- a. A Notice of Funding Opportunity (NFO) and any amendments, attachments and exhibits ;
- b. The application or proposal submitted by the agency in response to the NFO, as accepted by the Department;
- c. Notice of Award (NOA) with attachments and exhibits; and
- d. Any subsequent amendments to the contract.

4.1.2 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 agency. 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 agency 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.

4.1.3 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.

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

4.1.5 The agency certifies that the agency 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 agency or any of its principals become suspended or debarred during the contract period, the agency shall immediately send written notification to the Department.

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

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

4.1.7 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.

4.2 Amendment, Termination and Renewal

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

4.2.2 Any change to the contract, whether by modification 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.

4.2.3 The Department shall have the right, at its sole option, to renew the contract by written notice to the agency. 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.

4.2.4 Either party, with or without cause, may terminate the contract by giving 60 calendar days advance written notice to the other party. The termination shall be effective 60 calendar 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 60 calendar day period, if applicable.

- 4.2.5 At its sole discretion, the Department may give the agency an opportunity to cure the breach. Any opportunity to cure the breach will be provided to the agency in writing.
- 4.2.6 The Department may terminate the contract for breach of contract by providing the agency with written notice of termination.
- a. The termination shall become effective on the date specified in the notice.
 - b. The Department shall not pay for services rendered or goods provided after the termination of the contract.
- 4.2.7 The Department shall deem any written notice to the agency sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail (e-mail), or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.
- a. The agency shall notify the Department within ten (10) business days of any change to the agency's address of record or mailing address, or both.
- 4.2.8 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the agency, as a direct requirement specified in the contract, shall become the property of the Department.
- a. Upon termination of the contract, the agency 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 agency as a requirement of the contract, as directed by the Department. The agency 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 agency shall make available to the Department all client records and documents prepared or developed as a result of the contract.
- 4.2.9 Upon expiration, termination, or cancellation of the contract, the agency shall assist the Department to ensure an orderly transfer of responsibility 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 agency shall provide or perform any or all of the following responsibilities:
- a. The agency 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 or to the Department's designee within seven (7) calendar days after receipt of the written request.
 - b. If requested by the Department through a formal amendment to the contract, the agency shall continue to provide any part or all of the services. The agency shall provide the services in accordance with the terms and conditions, requirements and specifications of the contract. The agency shall provide the services for a period not to exceed 30 calendar days after the expiration, termination or cancellation date of the contract. The agency shall provide the services for a price not to exceed those prices set forth in the contract,
 - c. The agency 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 subcontractor utilized by the contractor for the services/products required herein. The Department, at its sole discretion, may require such approval prior to the utilization of any subcontractor. In the event the Department requires prior approval to subcontract, the contractor shall provide notification of its intent to subcontract within the timeframe specified by the Department.
- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.

- 4.3.3 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 subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department 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 contractor.
- 4.3.5 The agency 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 agency certifies that the agency 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 agency nor any of its employees shall acquire any other contractual relationships, which would create such a conflict.
- a. In the event the agency becomes aware of any circumstances that may create a conflict of interest the agency shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
 - b. The agency 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. The contractor shall submit such notification to the Department in writing within seven (7) business days after the contractor discovers a conflict or appearance of a conflict.
 - 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;
 - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy 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 agency 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 agency certifies that:
- a. No State of Missouri employee assisted the contractor 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 agency is a not-for-profit agency, agency 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 agency shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.

4.5 **Business Compliance**

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

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

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

4.5.3 If required by state law, the agency 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 agency 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 agency shall comply with the Fair Labor Standard 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 or personnel qualifications as identified or described in the agency's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the agency shall only utilize personnel 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 agency 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 agency shall only utilize personnel including those of any subcontractor(s), 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 and Applicable Laws and Regulations**

4.7.1 Non-Discrimination - The agency 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. These include but are not limited to:

- a. 45 CFR Part 92 -- Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title;
- b. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) 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 and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- c. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));

- d. 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;
 - e. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - f. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - g. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; and
 - i. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders that may apply to the services provided via the contract.
- 4.7.2 The agency shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 CFR Part 200, subpart F, including subsequent amendments or revisions.
- a. A copy of any audit report shall be sent to the Department each contract year if applicable. The agency shall return to the Department any funds disallowed in an audit of the contract.
 - b. In the event federal funds are not utilized for contract, the agency shall provide to the Department a copy of its annual report or statement on compliance and on internal control prepared by its external, independent public accounting firm.
 - c. If the agency is a sub-recipient as defined in 2 CFR Part 200, subpart F the agency shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the agency through the contract.
- 4.7.3 Cost Principles:
- a. 2 CFR 225 – State, Local and Indian Tribal Governments;
 - b. 2 CFR 230 – Non-Profit Organizations;
 - c. 2 CFR 220 -- Educational Institutions;
 - d. 48 CFR 31.2 – For-Profit Organizations; and
 - e. 45 CFR 74 Appendix E – Hospitals.
- 4.7.4 Steven’s Amendment – 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 agency shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the Department is obtained. Any statement, press release, or other document describing projects or programs funded with federal funds shall 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 funds;
 - 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.
- 4.7.5 The agency shall comply with 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 agency, or agent acting for the agency, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The agency shall comply with all requirements of 31 U.S.C. 1352, which is incorporated herein as if fully set forth. The agency shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

- 4.7.6 The agency shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 4.7.7 The agency shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 4.7.8 The agency shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 4.7.9 The agency shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:
(<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>)
- 4.7.10 The agency shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 4.7.11 The agency shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The agency shall report any conviction of the agency's personnel under a criminal drug statute for violations occurring on the agency's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the Department within five (5) working days after the conviction.
- 4.7.12 Agency Whistleblower Protections:
- The agency shall comply with the provisions of 41 U.S.C. 4712 that states an employee of an agency, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
 - The agency's employees are encouraged to report fraud, waste, and abuse. The agency shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
 - The agency shall include this requirement in any agreement made with a subcontractor or subgrantee.

4.8 **Financial Requirements**

- 4.8.1 The Department shall determine the availability of funding for this contract. The Department determination shall be final and without recourse by the agency.
- 4.8.2 Funding for the contract must be appropriated by the Missouri General Assembly 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.
- The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
 - In the event funds are not appropriated or available for the contract, the Department shall provide prompt notification to the agency.
 - In the event funding for the contract becomes unavailable or interrupted, the agency 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 agency, in writing, that funding has been restored and work activities may resume.
 - In the event funds are not appropriated or available for the contract, the agency shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
 - The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.

4.8.3 The Department shall make payments due under the terms of the contract upon receipt and approval of a properly itemized invoice, as set forth herein.

a. The agency 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 agency shall not invoice federal or state tax.

4.9 Agency Liability

4.9.1 The agency shall be responsible for any and all personal injury, including death, or property damage as a result of the agency's actions, or 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 agency on account of personal injury, bodily injury (including death), or property damage suffered as a result of the agency's negligence, the agency 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 agency shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the agency under the terms of the contract.

4.10 Insurance:

4.10.1 The Department shall not be required to save and hold harmless and indemnify the agency, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the agency or any activity of the agency's employees related to the agency's performance under the contract. Therefore, the agency 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 public against any loss, damage and expense related to the contractor's performance under the contract.

4.10.2 The agency 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 agency shall maintain adequate liability insurance to cover all medical services rendered.

4.10.4 The agency shall submit proof of insurance coverage to the Department as requested. Proof of insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. The agency may use proof of self-insurance coverage or another alternative risk financing mechanism if such coverage is verifiable and irrevocably reliable.

4.11 Confidentiality

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

4.11.2 The agency 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.

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

4.11.4 The agency 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 contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
- e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

4.12 Property of State

- 4.12.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the agency 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.
- 4.12.2 Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the agency 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 agency. The agency shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- 4.12.3 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, or authorize other to use, the work/materials for Department or State of Missouri purposes.

4.13 Contract Monitoring /Compliance

- 4.13.1 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 agency's performance under the contract for a period of five (5) years from the expiration date of the contract.
 - a. The agency shall cooperate with any Department review of records and other documentation related to the agency's performance under the contract.
- 4.13.2 In the event the Department determines the agency 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 agency to bring the agency into compliance or to mitigate the risk of non-compliance.
 - a. The Department shall provide written notification to the agency 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 agency 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 other documentation;
 - 4) Additional, ongoing contract monitoring/oversight by the Department;
 - 5) Requiring the submission and implementation of a corrective action plan; or
 - 6) A combination of special conditions or restrictions.
- 4.13.3 In the event the Department requires the agency to submit and implement a corrective action plan, the Department shall provide written notification to the agency, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.

- a. The agency 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 agency 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 the agency shall take to prevent the situation from recurring.
- c. The Department will notify the agency 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 agency shall submit a revised corrective action plan within five (5) business days of receipt of the Department's notification that changes are required.
- d. Failure of the agency to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and other remedies available to the Department.

4.14 **Miscellaneous**

- 4.14.1 Unless otherwise specified, the agency shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.14.2 The agency shall only perform the specific, professional services set forth in the contract. The agency shall provide all services in a manner consistent with generally accepted practices in the applicable professional field.
- 4.14.3 The agency shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).
- 4.14.4 The agency 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;
 - b. Full, written, prior, informed consent of the individuals involved, or their legal guardian or legal custodian; and
 - c. Permission of the court, when applicable, in cases where the subject is a juvenile under the jurisdiction of a court of competent jurisdiction.
- 4.14.5 The Department may require the attendance of the agency's personnel at training activities and may require the cooperation of the agency's personnel where the Department provides technical assistance.
- 4.14.6 The agency shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.14.7 The Department endorses a drug free environment and the absence of substance abuse. The agency shall support and enforce these philosophies in their performance of the contract.
- 4.14.8 The agency 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 agency shall make documentation of such compliance and any such license immediately available upon request by the Department.

****END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION****

5 Payments, Invoicing, Budget Transfers, Expenditures and Verification of Expenditures

5.1 Payments

- 5.1.1 The agency shall be reimbursed for actual, allowable costs incurred for services and activities provided pursuant to the contract.
- a. The Department reserves the right to make payments to the agency through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the agency shall register in the State of MissouriBUYS website at <https://missouribuyss.mo.gov> ***unless the agency does not have to register since they are a state entity.***
- 5.1.2 The Department may reject payment due to the agency's failure to perform or deliver the required work or services.
- 5.1.3 The agency and agency staff are eligible for reimbursement for actual, incurred travel expenses, subject to State of Missouri limits, if approved in advance by the Department. The travel regulations can be found on the Intranet by clicking on Quick Link for Travel Regulations address: <https://oa.mo.gov/travel-portal#mogov-tabs-pane-2-tab-4>.
- 5.1.4 No other payment or reimbursements shall be made to the agency other than those specified herein.

5.2 Invoicing

- 5.2.1 The agency shall submit a request for payment by the 15th day of every month for the actual expenditures incurred in the previous month unless extenuating circumstances exist.
- a. Prior to the 15th day of the month, if extenuating circumstances exist which prevent the agency from submitting the invoice timely, the agency shall make a written request to the Department explaining the circumstance(s) and providing the date when the invoice will be presented for payment. Reasonable requests for acceptance of late invoice submission will be granted, in writing and at the discretion of the Department.
- b. The Department may impose an alternate submission deadline for invoices. The Department shall notify the agency in writing of any change in deadline submission. Invoices may not be accepted after the deadline.
- c. The Department shall return invoices that the Department cannot process to the agency's representative with instructions for revision. The agency shall submit a revised, corrected invoice within three (3) business days.
- 5.2.2 The agency shall submit monthly electronic invoices requesting payment to the following email addresses: w&ci.invoices@dss.mo.gov and VOCAUnit@dss.mo.gov.
- 5.2.3 The agency shall utilize the invoice form located on the Missouri Department of Social Services Victims of Crime website <https://dss.mo.gov/dfas/victims-of-crime-act/> when submitting monthly invoices. The agency 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.
- 5.2.4 The Department may reallocate funds not invoiced within the specified time frames.
- 5.3 **Budget Transfers**
- 5.3.1 The agency may transfer funding between budget categories provided such transfers do not cumulatively exceed 15% of the Department approved budget.

- a. A budget transfer that does not cumulatively exceed 15% of the Department approved budget must be explained in writing with the submission of the invoice for the month in which the transfer occurred. An updated adjustment budget form should be included with the request.
- b. If the transfer exceeds 15%, the agency must have prior approval from the Department. The agency shall retain all documentation necessary to support amounts billed.

5.3.2 The agency shall not transfer any funding that will cause the agency to exceed the Federally Negotiated Indirect Cost Rate (FNICR), the De Minimus, for the agency, or the rate agreed to in the contract, whichever is applicable.

5.4 **Verification of Expenditures**

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

5.4.2 The Department shall have the right to recover from the agency 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.

5.4.3 The agency shall produce and make available all records necessary for adequate verification.

5.5 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 agency;
- d. Deduct from an invoice any overpayment made by the Department; and
- e. Recover from the agency any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

5.6 Failure of the agency 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 agency's failure to perform or deliver the required work or services.

5.7 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 agency; and
- c. Withhold further award of grant funding for the contract project or program.

5.8 The agency shall keep an accurate inventory and depreciation schedule for all assets, equipment, computer equipment, software and other real and personal property purchased that costs \$10,000 or more that is purchased with any portion of VOCA funds. The inventory shall also include specific information as to the disposition of all assets that have been transferred, sold or otherwise disposed of, the manner of the disposition, the consideration received for the disposal of the assets and the reasons, therefore.

5.9 The agency shall only utilize VOCA purchased assets for carrying out allowable VOCA purposes.

5.10 **Allocation of Funding**

- 5.10.1 The amount of the allocation shall be determined at the sole discretion of the Department, without recourse.
- 5.10.2 The Department reserves the right to modify the agency'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 agency of any such revisions.
- 5.10.3 In the event a contract is terminated for any reason, the Department reserves the right to reallocate any remaining funds to alternative service providers in order to ensure the continuity and access to services for clients. The contractor agrees that, upon termination, all unutilized funds will be transferred to other qualified service providers as deemed appropriate by the Department. The contractor shall cooperate fully with the Department in facilitating the transition of services to ensure that clients maintain access to necessary services.

******END OF PAYMENTS TO THE AGENCY SECTION******

6 Submission and Award

6.1 Submission, Requirements and Page Limits:

- 6.1.1 The agency must complete and submit the following information for the submission to be considered a complete/responsive NFO proposal:
- a. Agency Information (first page of NFO, completed and signed);
 - b. Exhibits 1-5; and
 - c. Exhibit 7: VOCA Application
- 6.1.2 In order for the agency to submit their proposal, the agency must be registered in MissouriBUYS in a "pending" or "approved" registration status. The agency must achieve "approved" registration status in MissouriBUYS to be considered for a contract award. MissouriBUYS is the State of Missouri's web-based statewide system located at <https://www.missouribuyss.mo.gov>. Detailed instructions pertaining to agency registration can be found at: <https://missouribuyss.mo.gov/media/pdf/vendor-registration-instructions>.
- 6.1.3 THE REGISTERED AGENCY MUST SUBMIT THEIR SEALED PROPOSAL (NFO) ELECTRONICALLY THROUGH MISSOURIBUYS, POWERED BY MOVERS. In order for the agency to submit their proposal in MissouriBUYS, powered by MOVERS, the agency must be in a "Prospective" or "Spend Authorized" registration status. The agency must achieve "Approved" registration status in MissouriBUYS (WebProcure/Proactis) and "Spend Authorized" registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri's web-based procurement system located at <https://www.missouribuyss.mo.gov>. Detailed instructions pertaining to agency registration can be found at: <https://missouribuyss.mo.gov/media/pdf/vendor-registration-instructions>.
- a. Registered agencies must submit their proposal electronically through MissouriBUYS, powered by MOVERS, by submitting all completed NFO agency response exhibits (signature page, application or proposal and all other exhibits) and all other contents of their application or proposal. The registered agency is instructed to review the NFO submission provisions carefully to ensure they are providing all required documents. Instructions on how a registered agency responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuyss.mo.gov/bid-board> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS), at: <https://missouribuyss.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>. Electronic responses shall not be submitted via email.
 - b. The exhibits, forms, and application or proposal herein should be saved into a word processing document, completed by a registered agency, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the number, agency name, and a contact name on any electronic attachments. All of the agency's response attachments should be searchable.
 - c. Faxed and emailed NFO's shall not be accepted. However, faxed and e-mail no-proposal notifications shall be accepted.
- 6.1.4 The agency is solely responsible for ensuring timely submission of their electronic proposal response. Failure to allow adequate time prior to the NFO end date and time to complete and submit a response, particularly in the event technical support assistance is required, places the agency and their response at risk of not being accepted on time.
- 6.1.5 If a registered agency submits multiple responses to the NFO in MissouriBUYS, powered by MOVERS and if such responses are not identical, the agency should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.

- 6.1.6 To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the agency should submit the bid attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The agency should use the Microsoft Edge web browser when submitting their bid response in MissouriBUYS, powered by MOVERS. A agency's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the agency's response to be unreadable which could negatively impact the evaluation of the agency's response.

If agency technical assistance is needed when submitting a bid response, contact solicitations@oa.mo.gov.

- 6.1.7 Responses may be modified on-line in MissouriBUYS, powered by MOVERS prior to the official end date and time. Other methods to request to modify a response prior to the official end date and time shall not be honored.
- 6.1.8 To retract a bid response on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at:
<https://missouribuyss.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>.
- 6.1.9 A response may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the agency to the Department. Justification of withdrawal decision may include a significant error or exposure of response information that may cause irreparable harm to the agency.
- 6.1.10 When submitting their electronic response, the registered agency indicates acceptance of all NFO requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the response unless the agency's full compliance with those documents is indicated elsewhere within the agency's response.
- 6.1.11 It shall be the sole responsibility of the agency to monitor the MissouriBUYS, powered by MOVERS Bid Board to obtain a copy of the NFO amendment(s). Registered agencies who received e-mail notification of the bid opportunity when the IFB was established and registered agencies who have responded to the NFO on-line prior to an amendment being issued should receive e-mail notification of the amendment(s). Registered agencies who received e-mail notification of the bid opportunity when the NFO was established and registered agencies who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the bid end date and time specified in the NFO. If the NFO is cancelled after the bid end date and time specified in the NFO, notification will be provided to all agencies that responded to the NFO.
- 6.1.12 Compliance with Requirements, Terms and Conditions: Agencies are cautioned that the Department shall not award a non-compliant NFO. Consequently, any agency indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the NFO shall be eliminated from further consideration for award.
- a. The agency is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the NFO and its contractual requirements.
 - b. In order to ensure compliance with the NFO, the agency should indicate agreement that, in the event of conflict between any of the agency's response and the NFO requirements or terms and conditions, the NFO shall govern. Taking exception to the Department's terms and conditions may render an agency's proposal unacceptable and remove it from consideration for award.

6.2 Evaluation and Award Process:

- 6.2.1 Evaluation and award will be based on the criteria described in Exhibit 7 (VOCA Application).
- 6.2.2 Any contracts resulting from this NFO will only be awarded to agencies meeting the requirements of the NFO.
- 6.2.3 Open Records: The agency's response/proposal (bid) shall be considered an open record pursuant to Section 610.021 RSMo after a contract is executed or the bid is rejected.

- 6.2.4 The agency shall comply with all requirements stated in the Terms and Conditions attached hereto.
- 6.2.5 Agencies are advised that the only official position of the Department is that position which is stated in writing and issued as an NFO and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 6.3 Vendor No Tax Due Certificate – This certificate is required by all agencies as verification that the agency is either registered to collect sales or use tax or both in Missouri, or that the agency is not making retail sales of tangible personal property or providing taxable services in Missouri. The “Vendor No Tax Due” certificate may be obtained by completing and submitting the “Request for Tax Clearance” form located at <http://dor.mo.gov/forms/943.pdf>. Additional information regarding this certificate is available on the Department of Revenue’s website at <http://dor.mo.gov/business/sales>.
- Department of Revenue, Taxation Division Contact Information for technical assistance:
Website: <http://dor.mo.gov/business/sales>
Phone: (573) 751-9268
Email: taxclearance@dor.mo.gov
- 6.4 The Department reserves the right to make payments to the agency through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the agency must register in the State’s **MissouriBUYS** system by going to <https://missouribuyss.mo.gov/registration>.

****END OF SUBMISSION AND EVALUATION SECTION****

Attachment A: 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 RFP, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
 - a. The subrecipient shall ensure all expenditures invoiced, claimed and 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 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 state agency 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)
 - b. A subrecipient may charge no more than the federally negotiated indirect rate (2 CFR § 200.414). If there is not a federally negotiated indirect rate, the subrecipient may charge no more than the rate negotiated with the subrecipient's cognizant Missouri state agency. If the subrecipient does not have a federally negotiated indirect rate, or a rate negotiated with another Missouri state agency, then the agency can use the de minimus rate. The subrecipient may voluntarily choose to charge no indirect or at a lower indirect rate.
 - 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 state agency, 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 percent (%) of dollars which may be expended for administrative costs. The state agency must abide by those statutory limits. Consequently, in contracts which include federal dollars with statutory limitations on administrative costs, the state agency will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the state agency 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 state agency programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the state agency 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 state agency, 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 state agency, all financial records, supporting documents, statistical records, and all other records pertinent to the federal award.

6. Subrecipient Monitoring: The state agency 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 state agency, 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 state agency.
 - 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 state agency will respond in writing by accepting the corrective action plan submitted 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
 - 4) Establishing additional prior approvals from the state agency.

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 state agency, 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 state agency of the acceptance of the audit by the FAC within 7 calendar days of the acceptance. The subrecipient shall also notify the state agency 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 state agency in resolving questions that the state agency may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.

8. The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the state agency on behalf of the subrecipient. The subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.
9. **Transparency Reporting:** In order to assist the state agency 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 #1, to the state agency 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, 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 state agency will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.

Attachment B – Business Associate Agreement

(rev 08-29-13)

(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 contractor 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 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.
 - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 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.
 - l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - 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 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.

7.16 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 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 C - VOCA Special Conditions

1. Compliance with general appropriations-law restrictions on the use of federal funds

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, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.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.

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 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 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 2022 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>.

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. 200.334.

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. 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 200.1) 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.

4. 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://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5. 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 assurances or certifications 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.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://www.ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in 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. 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.

6. 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 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, 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, currently, 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 28 C.F.R. Part 38 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.

7. 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.

8. 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."

9. 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.

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 "DOJ Grants Financial Guide").

11. 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.

12. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "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. The recipient agrees to comply with the DOJ Grants Financial Guide.

14. 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.

15. 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.

16. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify

website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

17. 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.

18. 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 (that is, moved and renumbered) 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.

19. 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.

20. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

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.

21. 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.

22. 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) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

23. "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, 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 web site 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.

24. 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), or for administering the state victim assistance program, 34 U.S.C. 20110(h); 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.

25. 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.

26. 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 web site 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.

27. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. (E.g., VOCA funds awarded in FY 2022, are available until the end of FY 2025). Extensions beyond the statutory period may be granted at the discretion of DOJ, and may be requested in accordance with OJP processes, but are not assured.

28. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services

under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

30. 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.

Exhibit 1:

Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Business Entity Certification:

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>

BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – Currently Not a Business Entity

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the 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, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Social Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

Exhibit 1 (continued)

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

Box B – Current Business Entity Status

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION ANNUAL RENEWAL DOCUMENT

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization Annual Renewal Document.

Comes now Angela Gentzler as Director, HR & Risk Management first being duly sworn on my oath, affirm County of Boone is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that County of Boone does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Angela Gentzler
Authorized Representative's Signature

Angela Gentzler
Printed Name

Director, HR & Risk Management
Title

January 15, 2025
Date

AWehmeyer@Boonecountymo.org
E-Mail Address

173 533
E-Verify Company ID Number

Subscribed and sworn to before me this 15th of January, 2025 I am
(DAY) (MONTH) (YEAR)
commissioned as a notary public within the County of Boone, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 07/11/2028
(NAME OF STATE) (DATE)

Sara Enyard
Signature of Notary

January 15, 2025
Date



Exhibit 1 (continued)

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – Affidavit on File - Current Business Entity Status

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates 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 related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted:
Missouri Department of Social Services

*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.

Date of Previous E-Verify Documentation Submission: 11/14/2019

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: ER13020009
(if known)

Kip Kendrick
Authorized Business Entity Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

173533
E-Verify MOU Company ID Number

kkendrick@boonecountymmo.org
E-Mail Address

Boone County Government
Business Entity Name

1/28/2025
Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

Exhibit 3:

Registration of Business Name (if applicable) with the Missouri Secretary of State:

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

If you are doing business as a Sole Proprietorship (must operate business using the owner's true name), you are exempt from registering with the Secretary of State. However, if you are doing business using any other name, you must register with the Secretary of State. *Example: John Smith (owner's true name) operates a business using the name John Smith LP Gas, you must register the business with the Secretary of State.*

Charter Number (if applicable)	Company Name
If exempt from registering with the Missouri Secretary of State indicate the specific exemption which applies to your business entity. Exempt. As a government agency, Boone County is not a business and does not register with the Missouri Secretary of State.	

If your business entity is not registered, you may go to the link provided below to register:

www.sos.mo.gov/fileonline

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. Sole Proprietorship using the owner's true name.
2. General Business - section 351.572, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
3. Limited Liability Company - section 347.163.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
4. Limited Partnership - section 359.551.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
5. Non-Profit - section 355.751.2, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
6. Professional Corporation - section 356.231, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

corporations@sos.mo.gov or (573) 751-4153 (toll free 866-223-6535)

Exhibit 4

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.”
BOX B:	To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees.</u>
BOX C:	To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees.</u>

Exhibit 2

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by 2 CFR Part 180.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Boone County Prosecuting Attorney

T3NHKKJW27K8

Company Name

UEI #

Kip Kendrick

Presiding Commissioner of Boone County

Authorized Representative's Printed Name

Authorized Representative's Title

Authorized Representative's Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment,

Instructions for Completing the FFATA Data Form

Zip Code + 4

This is the four digit zip code extension available at <http://zip4.usps.com/zip4/welcome.jsp>

UEI Number

The Unique Entity ID (UEI) Number is a twelve character alphanumeric ID assigned to an entity by SAM.gov. UEI Number assignment is FREE for all businesses required to register with the US Federal government for contracts. See <http://SAM.gov>.

Parent Organization's UEI Number

Complete if applicable. This is typically used by large organizations with multiple facilities in several locations. The parent organization's number is number assigned to the headquarters for the operation.

Principal Place of Performance

Complete if the primary place of performance is different than the address listed above.

Executive Compensation Information

Review the following questions to determine whether you are required to report executive compensation information.

1. In your preceding completed fiscal year, did your business or organization receive:
 - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?

☐ Yes ☐ No

Note: If the answer to either Question 1a or 1b is "No", your organization's compensation information is not required. Do not complete the Executive Compensation Information section of the FFATA Data Form.

Note: If the answer to both 1a and 1b is "Yes", proceed to Question 2.

2. Does the public have access to the information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. 78M(a), 78o(d)] or section 6104 of the Internal Revenue Code of 1986? *(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/excomp.htm>*

☐ Yes ☐ No

Note: If the answer to Question # 2 is "Yes", your organization's executive compensation information is not required.

Note: If the answer to Question #2 is "No", you are required to complete the Executive Compensation Information section of the FFATA Data Form.

Definitions

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and non-cash dollar value earned by the executives during the preceding fiscal year and includes items such as salary, bonuses, stock awards, incentive plans, pension plans, deferred compensation, etc.

Additional information about reporting compensation is available at:

[https://www.fsr.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting 08272010.pdf](https://www.fsr.gov/documents/OMB%20Guidance%20on%20FFATA%20Subaward%20and%20Executive%20Compensation%20Reporting%2008272010.pdf).



STATE OF MISSOURI
DEPARTMENT OF JUSTICE

VOCA Volunteer Waiver Request

Agency Name: _____ Contract Period: _____

In order to be eligible to receive VOCA funds, agencies must use volunteers to provide direct services, not specifically within the VOCA project but anywhere within the grantee agency for any amount of time, unless it is determined by the Office of Crime Victim Services (OCVS) that there is a compelling reason to waive this requirement. OCVS "may waive this requirement, provided that the program submits written documentation of its efforts to recruit and maintain volunteers, or otherwise demonstrate why circumstances prohibit the use of volunteers."

If the organization does not utilize volunteers in any capacity to provide direct victim services, a waiver of the federal volunteer requirement must be requested. To request this waiver, please choose from the following:

☐ The organization is unable to recruit and maintain volunteers after an aggressive effort. Provide an explanation below documenting all efforts to recruit volunteers and attach additional pages and/or supporting documentation if necessary.

☐ Organization can demonstrate why circumstances prohibit the use of volunteers.

If the organization plans to use volunteers in the future, explain the recruitment efforts and what activities the volunteers would be performing. Attach additional pages if necessary.

Name of Authorized Official or Project Director

Title/Position

Signature of Authorized Official or Project Director

Date

-
- ☐ Waiver Approved
☐ Waiver Denied

Patti Custer, Program Coordinator

Date

Victims of Crime Act Application for April 1, 2025 - September 30, 2025

If your agency is interested in receiving VOCA funds, please complete the below. Applications will be reviewed by Missouri Coalition Against Domestic and Sexual Violence, Missouri Network Against Child Abuse, Missouri Court Appointed Special Advocates, and Missouri Association of Prosecuting Attorneys. Per House Bill 11, and a letter from the General Assembly, these organizations are to review the applications and provide the recommendations to DSS to implement. The organizations will be required to provide their scoring methodology with their recommendations. **The agencies answers on this application must only reflect what is being requested with VOCA funds, and what services will be provided with VOCA funds.**

Agency Contact Information			
* Agency Name	Boone County Prosecutor's Office		
* Mailing Address	705 East Walnut Street		
* City	Columbia		
* State	Missouri		
* Zip	65201		
* County	Boone		

Provider Services Planned for the VOCA Funding Requested in This Application	Agency will Provide	Estimated # of VOCA ONLY Victims Served	Estimated Total # of VOCA Only Services Provided
<i>You must indicate at least one category of services and the number of services planned for the amount of funding requested:</i>			
Information about the criminal justice process.	✓	1300	6100
Information about victim rights, how to obtain notifications, etc.	✓	1300	1260
Referral to other victim service programs.	✓	50	50
Referral to other services, supports, and resources.	✓	1300	700
Victim advocacy/accompaniment to emergency medical care.			
Victim advocacy/accompaniment to medical forensic exam.			
Law enforcement interview advocacy/accompaniment.			
Individual Advocacy (assistance in applying for public benefits, return of personal property or effects)			
Performance of medical forensic exam, or medical evidence collection.			
Performance of forensic interview.			
Immigration assistance (e.g., special visas, certified presence application, other immigration relief).			
Intervention with employer, creditor, landlord, or academic institution.			
Child or dependent care assistance (provided by agency).	✓	1	1
Transportation assistance (provided by agency).	✓	2	2
Interpreter services (provided by agency).			
Crisis intervention (in-person, includes safety planning, etc.)	✓	1	1
Hotline/crisis line counseling.			
On-scene crisis response (e.g., Community crisis response).			
Individual Counseling.			
Support groups (facilitated or peer)			
Other therapy.			
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.)			
Emergency shelter or safe house.			
Transitional housing.			
Relocation assistance (includes assistance with obtaining housing).			
Notification of criminal justice events. (e.g., case status, arrest, court proceedings, case disposition, release, etc.)	✓	1300	5900
Victim impact statement assistance.	✓	750	750
Assistance with restitution. (Includes assistance in requesting and when collection efforts are unsuccessful)	✓	1000	1000
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. (e.g., custody, visitation, or support)			
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.)	✓	40	40
Criminal advocacy/accompaniment.	✓	85	85
Other legal advice and/or counsel.			
Total:		7,129	15,889

* Printed Name	Tracy Skaggs
* Authorized Signature	<i>Tracy Skaggs</i>
* Date	



2025 Org Chart Change Form

In the upcoming budget year (2025), do you anticipate making any of the following requests:
(Please check the box for the type of requested change and complete the questions below the relevant section.
Use additional forms as necessary for each request if more space is needed.)



Adding any additional positions to your Org Chart

(New classifications require review by the Job Classification Committee.)

How many **full-time** positions? 3

Job Title for the new position(s): 1 - Assistant Prosecutor I/II, 2 - Legal Assistant II

When do you want to add the position? March 1, 2025

How many **part-time** positions? _____

Job Title for the new position(s): _____

How many hours will they work? _____

When do you want to add the position? _____



Eliminating any positions from your Org Chart

Which position(s)? _____

When do you want the position(s) eliminated? _____



Changing the job classification/title of any positions in your office

(Non-Tiered positions require review by the Job Classification Committee.)

How many position(s)? 1

What is the(ir) current job title/classification?

Legal Assistant III, Associate Legal Counsel

Is the position a designated **Tiered Position**?

☐ Yes

☒ No

(A **Tiered Position** is one where you could hire the position number as a I, II/ Sr. based on the qualifications of the applicant, and if the position is hired at the lower level, they can become the higher level once they meet the minimum qualifications of that position.)

When will the employee have the qualifications of the higher position?

What title/classification do you want to change the position(s) to?

Senior Legal Assistant, Assistant Prosecuting Attorney III

When do you anticipate making the change(s) effective? March 1, 2025



Seeking a pay range change for any positions in your office

(Requires review and approval by the Job Classification Committee.)

Note: Range Change Requests will be discussed pending the results of the salary plan study.

What pay range will you be requesting? _____

When will you want to make the change effective? _____

Administrative Authority Signature

Date

Please send completed form to Angela Wehmeyer, HR/Risk Management Director, at
awehmeyer@boonecountymo.org or via inner-office mail by **Friday, July 19, 2024.**

Exhibit 4, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

Boone County Government
I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Kip Kendrick
Authorized Representative's Name (Please Print)


Authorized Representative's Signature

Boone County Government
Company Name

1/28/2025
Date

Exhibit 5: Federal Funding Accountability and Transparency Act (FFATA) Data Form**See instructions for additional information*

Legal Business Name of Entity		County of Boone, Missouri (Boone County Prosecuting Attorney)			
Doing Business As (if different)					
Street Address		801 East Walnut Street, Room 236			
City	Columbia	State	MO	Zip Code + 4*	65201-4890
UEI Number*		T3NHKKJW27K8			
Parent Organization's UEI Number*					
Principal Place of Performance*		Boone County Prosecuting Attorney's Office 705 E. Walnut Street, Columbia, MO 65201			
Contact Person's Name / Title		Tracy Skaggs, Office Administrator			
Contact Person Phone Number		[573] 886-4118			
Contact Person E-Mail		tskaggs@boonecountymo.org			

Executive Compensation Information***Complete this section if required. See instructions for additional information before completing.*

List the organization's top five most highly compensated executives for the preceding contractor fiscal year.

Name	Amount
1.	
2.	
3.	
4.	
5.	

Certification:

I attest the facts stated above are true and correct.

I understand the information provided will be reported by the Department of Social Services to the FFATA Subaward Reporting System (FSRS) and the information will be accessible to the public.

*Authorized Representative's Signature*

Kip Kendrick

Printed Name

Presiding Commissioner of Boone County

Title

Date

1/28/2025

52 -2025
CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 2025

County of Boone

} ea.

In the County Commission of said county, on the 28th day of January 20 25

the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the attached Sub-Award Agreements.


Done this 28th day of January 2025.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



Mid-MO Regional Planning Commission

BOONE | CALLAWAY | COLE | COOPER | HOWARD | MONITEAU

SUBAWARD AGREEMENT

DATE 01/16/2025	
FEDERAL IDENTIFICATION NUMBER EMW-2024-SS-05013	OHS CONTROL NUMBER 06-05
UEI NUMBER GKUHNXLX9MJJ3	

206 E. Broadway, PO Box 140, Ashland, MO 65010

SUBRECIPIENT NAME Boone County Emergency Management Agency			
ADDRESS 2145 County Dr			
CITY Columbia	STATE MO	ZIP CODE 65202	
TOTAL AMOUNT OF THE FEDERAL AWARD \$1,050.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$1,050.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$1,050.00		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 09/01/2024	PROJECT PERIOD TO 08/31/2026	FEDERAL AWARD DATE 09/01/2024	
PROJECT TITLE Boone County EMA Generator Load Testing		FUNDED BY FY 2024 Homeland Security Grant Program	
FEDERAL AWARDDING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DHS/FEMA/Missouri Dept. of Public Safety/Mid-Missouri Regional Planning Commission	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

(AGENCY) GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Bias	NAME Della Luster	
E-MAIL ADDRESS beckybias@midmorpc.org	ADDRESS (If different from above)	
TELEPHONE 573-697-9779	CITY, STATE AND ZIP CODE	
PROGRAM MANAGER David Bock	TELEPHONE 573-554-7907	E-MAIL ADDRESS dluster@boonecountymmo.org

SUMMARY DESCRIPTION OF PROJECT
Generator testing will be performed on two generators - Baldor 80 KVA and Generac 75 KVA.

AWARDING AGENCY APPROVAL

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF RPC/COG OFFICIAL David Bock, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Kip Kendrick, Presiding Commissioner	
SIGNATURE OF APPROVING RPC/COG OFFICIAL 	DATE 2/25/25	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 1/28/2025

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-05	DATE 01/16/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article 1 – Summary Description of Award

The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article 2 – General Acknowledgements and Assurances

All subrecipients are required to follow the applicable revisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. 3002.10.

All subrecipients must acknowledge and agree to provide DHS/DPS/OHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. 200.337.

1. Subrecipients must cooperate with any DHS/DPS/OHS compliance reviews or compliance investigations.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions and/or federal awarding agency program guidance.

Article 3 – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 – Activities Conducted Abroad

Subrecipients must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

AUTHORIZED OFFICIAL INITIALS

KK

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-05	DATE 01/16/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article 11 – Debarment and Suspension

Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations prohibit subrecipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article 13 – Duplicative Costs

Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. section 200.403(f)). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15 – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17 – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

AUTHORIZED OFFICIAL INITIALS

[Handwritten initials]

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-05	DATE 01/16/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article 24 – Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25 – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) NEPA and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 – Non-Supplanting Requirement

Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. section 401.14.

UK

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-05	DATE 01/16/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the subrecipient for information on the process for requesting a waiver from these requirements.

- a. When the federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
1. Applying the domestic content procurement preference would be inconsistent with public interest;
 2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The definitions applicable to this term are set forth at 2 C.F.R. section 184.3, the full text of which is incorporated here by reference.

Article 35 – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at.

AUTHORIZED OFFICIAL INITIALS

[Handwritten initials]

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-05	DATE 01/16/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 44 – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their respective regional Threat and Hazard Identification and Risk Assessment (THIRA) and/or Stakeholder Preparedness Review (SPR). Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

AUTHORIZED OFFICIAL INITIALS 

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-05	DATE 01/16/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

14. All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the DPS/OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires DPS/OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the DPS/OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source over \$10,000.00 must have prior approval from the DPS/OHS.
19. Subrecipient is required to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2024 NCSR will be open October 1, 2024 and must be completed by each subrecipient no later than December 31, 2024.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri's State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

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GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-05	DATE 01/16/2025
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- g. Custodial Interrogations:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
- h. Body Armor:
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.
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The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.
- j. Body-Worn Camera Policy:
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22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
- a. Fire Department Registration:
The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.
- b. Turnout Gear Maintenance Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-05	DATE 01/16/2025
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Article 46 – Project Budget Summary

Boone County EMA Generator Load Testing

EMW-2024-SS-05013-06-05

\$1,050.00

AUTHORIZED OFFICIAL INITIALS 



Mid-MO Regional Planning Commission

BOONE | CALLAWAY | COLE | COOPER | HOWARD | MONITEAU

SUBAWARD AGREEMENT

DATE 01/16/2025	
FEDERAL IDENTIFICATION NUMBER EMW-2024-SS-05013	OHS CONTROL NUMBER 06-04
UEI NUMBER GKUHNXLX9MJJ3	

206 E. Broadway, PO Box 140, Ashland, MO 65010

SUBRECIPIENT NAME Boone County Emergency Management Agency		FEDERAL AWARD DATE 09/01/2024	
ADDRESS 2145 County Dr			
CITY Columbia	STATE MO	ZIP CODE 65202	
TOTAL AMOUNT OF THE FEDERAL AWARD \$5,000.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$5,000.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$5,000.00		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 09/01/2024	PROJECT PERIOD TO 08/31/2026	FEDERAL AWARD DATE 09/01/2024	
PROJECT TITLE Boone County EMA IST Satellite/Internet/Phone Service		FUNDED BY FY 2024 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DHS/FEMA/Missouri Dept. of Public Safety/Mid-Missouri Regional Planning Commission	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

(AGENCY) GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Bias	NAME Della Luster	
E-MAIL ADDRESS beckybias@midmorpc.org	ADDRESS (If different from above)	
TELEPHONE 573-697-9779	CITY, STATE AND ZIP CODE	
PROGRAM MANAGER David Bock	TELEPHONE 573-554-7907	E-MAIL ADDRESS dluster@boonecountymmo.org

SUMMARY DESCRIPTION OF PROJECT
Purchase of 12 months satellite service for the IST trailer.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF RPC/COG OFFICIAL David Bock, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Kip Kendrick, Presiding Commissioner	
SIGNATURE OF APPROVING RPC/COG OFFICIAL 	DATE 2/25/25	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 1/28/2025

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH
ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS
AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-04	DATE 01/16/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article 1 – Summary Description of Award

The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article 2 – General Acknowledgements and Assurances

All subrecipients are required to follow the applicable revisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. 3002.10.

All subrecipients must acknowledge and agree to provide DHS/DPS/OHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. 200.337.

1. Subrecipients must cooperate with any DHS/DPS/OHS compliance reviews or compliance investigations.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions and/or federal awarding agency program guidance.

Article 3 – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 – Activities Conducted Abroad

Subrecipients must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-04	DATE 01/16/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article 11 – Debarment and Suspension

Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations prohibit subrecipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article 13 – Duplicative Costs

Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. section 200.403(f)). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15 – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17 – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

AUTHORIZED OFFICIAL INITIALS

VK

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-04	DATE 01/16/2025
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Article 24 – Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25 – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) NEPA and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 – Non-Supplanting Requirement

Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. section 401.14.

AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-04	DATE 01/16/2025
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3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the subrecipient for information on the process for requesting a waiver from these requirements.

- a. When the federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
1. Applying the domestic content procurement preference would be inconsistent with public interest;
 2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The definitions applicable to this term are set forth at 2 C.F.R. section 184.3, the full text of which is incorporated here by reference.

Article 35 – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at.

AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-04	DATE 01/16/2025
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proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 44 – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their respective regional Threat and Hazard Identification and Risk Assessment (THIRA) and/or Stakeholder Preparedness Review (SPR). Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
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AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
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AWARD NUMBER EMW-2024-SS-05013-06-04	DATE 01/16/2025
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AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-04	DATE 01/16/2025
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Article 46 – Project Budget Summary

Boone County EMA IST Satellite/Internet/Phone Service

EMW-2024-SS-05013-06-04

\$5,000.00

AUTHORIZED OFFICIAL INITIALS

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Mid-MO Regional Planning Commission

BOONE | CALLAWAY | COLE | COOPER | HOWARD | MONITEAU

SUBAWARD AGREEMENT

DATE 01/16/2025	
FEDERAL IDENTIFICATION NUMBER EMW-2024-SS-05013	OHS CONTROL NUMBER 06-06
UEI NUMBER GKUHNLX9MJJ3	

206 E. Broadway, PO Box 140, Ashland, MO 65010

SUBRECIPIENT NAME Boone County Emergency Management Agency		FEDERAL AWARD DATE 09/01/2024	
ADDRESS 2145 County Dr			
CITY Columbia	STATE MO	ZIP CODE 65202	
TOTAL AMOUNT OF THE FEDERAL AWARD \$900.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$900.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$900.00		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 09/01/2024	PROJECT PERIOD TO 08/31/2026	FEDERAL AWARD DATE 09/01/2024	
PROJECT TITLE Boone County EMA Badging		FUNDED BY FY 2024 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DHS/FEMA/Missouri Dept. of Public Safety/Mid-Missouri Regional Planning Commission	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

(AGENCY) GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Bias		NAME Della Luster	
E-MAIL ADDRESS beckybias@midmorpc.org		ADDRESS (If different from above)	
TELEPHONE 573-697-9779		CITY, STATE AND ZIP CODE	
PROGRAM MANAGER David Bock	TELEPHONE 573-554-7907	E-MAIL ADDRESS dluster@boonecountymo.org	

SUMMARY DESCRIPTION OF PROJECT
Purchase of renewal of one year subscription to Salamander RapidTag.

AWARDING AGENCY APPROVAL

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF RPC/COG OFFICIAL David Bock, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Kip Kendrick, Presiding Commissioner	
SIGNATURE OF APPROVING RPC/COG OFFICIAL 	DATE 2/25/25	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 1/28/2025

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH
ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS
AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-06	DATE 01/16/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article 1 – Summary Description of Award

The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article 2 – General Acknowledgements and Assurances

All subrecipients are required to follow the applicable revisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. 3002.10.

All subrecipients must acknowledge and agree to provide DHS/DPS/OHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. 200.337.

1. Subrecipients must cooperate with any DHS/DPS/OHS compliance reviews or compliance investigations.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions and/or federal awarding agency program guidance.

Article 3 – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 – Activities Conducted Abroad

Subrecipients must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2024-SS-05013-06-06	DATE 01/16/2025
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Article 11 – Debarment and Suspension

Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations prohibit subrecipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article 13 – Duplicative Costs

Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. section 200.403(f)). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15 – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17 – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
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Article 24 – Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25 – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) NEPA and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 – Non-Supplanting Requirement

Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. section 401.14.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
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3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the subrecipient for information on the process for requesting a waiver from these requirements.

- a. When the federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

1. Applying the domestic content procurement preference would be inconsistent with public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The definitions applicable to this term are set forth at 2 C.F.R. section 184.3, the full text of which is incorporated here by reference.

Article 35 – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at.

AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
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proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 44 – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their respective regional Threat and Hazard Identification and Risk Assessment (THIRA) and/or Stakeholder Preparedness Review (SPR). Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
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14. All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the DPS/OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires DPS/OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the DPS/OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source over \$10,000.00 must have prior approval from the DPS/OHS.
19. Subrecipient is required to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2024 NCSR will be open October 1, 2024 and must be completed by each subrecipient no later than December 31, 2024.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri's State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

AUTHORIZED OFFICIAL INITIALS

[Handwritten Signature]

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
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g. Custodial Interrogations:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

h. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

i. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

j. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT Boone County Emergency Management Agency
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Article 46 – Project Budget Summary

Boone County EMA Badging	EMW-2024-SS-05013-06-06	\$900.00
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AUTHORIZED OFFICIAL INITIALS 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

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January Session of the January Adjourned

Term. 2025

In the County Commission of said county, on the 28th day of January 20 25

the following, among other proceedings, were had, viz:

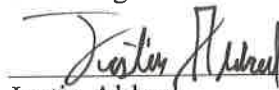
Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000964 awarded from cooperative contract CC250070005 for Law Enforcement and Public Safety Gear with Ed Roehr Auto Radio Company dba Ed Roehr Safety Products Company of St. Louis, Missouri for the Boone County Sheriff's Office. The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 28th day of January 2025.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: January 14, 2025
RE: Award Contract C000964 from Cooperative Contract CC250070005 – Law Enforcement & Public Safety Gear – Term & Supply Qualified Vendors List (QVL) with Ed Roehr Auto Radio Company dba Ed Roehr Safety Products Company for Boone County Sheriff's Office

Purchasing requests approval for the award of contract C000964 from cooperative contract CC250070005 established by the State of Missouri as a cooperative contract Qualified Vendors List (QVL) for the purchase of law enforcement and public safety gear. Consistent with the concept of a QVL, the County will need to bid each purchase. This is one of six contracts that will be put in place for quick bidding when an actual purchase has been identified by the Sheriff's Office. While a good rule of thumb is to solicit at least three vendors, I have identified these 6 as the ones the County has in the past relied on for purchasing most of its law enforcement and public safety gear. The contract will be set-up in this case with Ed Roehr Auto Radio Company dba Ed Roehr Safety Products Company of St. Louis, Missouri. The law enforcement and public safety supply market is such that contractors are still unwilling to contract for a specific period of time with identified pricing or even a discount structure for unidentified and unquantified purchases.

The contract period will run January 01, 2025 through October 31, 2025. There are two (2) one-year renewal options available.

This is a Term and Supply contract for the Boone County Sheriff's Office. Coding that will be used on payments follows:

1251 – General Fund Sheriff Operations/23300 – Uniforms (\$55,560.00 budgeted for 2025);
1251 – General Fund Sheriff Operations/23850 – Untagged Equipment & Tools (\$23,011.00 budgeted for 2025);
1255 – General Fund Detention Operations/23300 – Uniforms (\$25,658.00 budgeted for 2025);
1255 – General Fund Detention Operations/23850 – Untagged Equipment & Tools (\$11,319.00 budgeted).
1251 – General Fund Sheriff Operations/92300 – Replacement Machinery & Equipment (\$15,600.00 budgeted for 2025).

/lp

c: Contract File

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT PUBLIC SAFETY GEAR**

THIS AGREEMENT, County Contract #**C000964** awarded from cooperative contract **CC250070005** dated the 28th day of January 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ed Roehr Auto Radio Company dba Ed Roehr Safety Products Company** herein "Vendor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Law Enforcement Public Safety Gear**, in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract CC250070005**, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract **CC250070005**, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with law enforcement public safety gear, as specified in State of Missouri's contract **CC250070005** and as specifically quoted for the ordering Boone County office or department.

3. **Contract Term** - This agreement shall commence on **January 01, 2025 through October 31, 2025** subject to the provisions for termination specified below. This agreement may be renewed for up to two (2) additional one-year periods.

4. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County Department or Office and billings may only include pricing consistent with the terms of contract and as specified in the County quote. The County agrees to pay all invoices within thirty days of receipt following successful performance of service; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

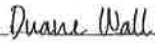
7. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or

- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**ED ROEHR AUTO RADIO COMPANY
DBA
ED ROEHR SAFETY PRODUCTS COMPANY**

By 
DocuSigned by:
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Title **President**

BOONE COUNTY, MISSOURI

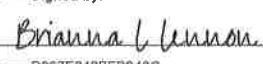
By: Boone County Commission


DocuSigned by:
57400BED96434D4...
Presiding Commissioner

APPROVED AS TO FORM:


DocuSigned by:
7D71DEAE89D74DD...
County Counselor

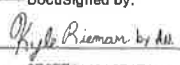
ATTEST:


Signed by:
D267E242BFB948C...
County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

1251/23300; 1251/23850; 1255/23300; 1255/23850; 1251/92300 - Term & Supply


DocuSigned by:
BE8FE1148A274E1...
Signature 1/14/2025 Date Appropriation Account

54 -2025
CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2025


In the County Commission of said county, on the 28th day of January 20 25

the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the attached surplus disposal.

Done this 28th day of January 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing
Brijanna Purdy
Purchasing Assistant



5551 Tom Bass Rd
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: Brijanna Purdy
RE: Surplus Disposal
DATE: January 28, 2025

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset
1	26013	2021 POLICE VEHICLE	FORD INTERCEPT OR UTILITY	SHERIFF	TOTALED

cc: Heather Acton, Jacob Flowers, Auditor Surplus File

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01-10-2025

Fixed Asset Tag Number: 26013

Description of Asset: 2021 Ford Police Interceptor Utility

Requested Means of Disposal: ☐ Sell ☐ Trade-In ☐ Recycle/Trash ☒ Other, Explain: MOPERM

Other Information (Serial number, etc.): VIN 1FM5K8AB5MGB46434

Condition of Asset: Damaged. Totaled by MOPERM

Reason for Disposition: Totaled by MOPERM

Location of Asset and Desired Date for Removal to Storage: Road and Bridge

Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☐ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2901 Sheriff Enforcement

Signature D. Alexander 01/10/2025

To be Completed by: AUDITOR

Original Acquisition Date 12/4/23

G/L Account for Proceeds 2901-3855 J

Original Acquisition Amount 32,000

3946 J

Original Funding Source 2787

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 54-2025

Date Approved 1/28/2025

Signature [Signature]

https://boonecountymo-my.sharepoint.com/personal/daalexander_boonecountymo_org/Documents/TROAP/Asset_Vehicles_and_Trailers/26013_Ford_Police_Interceptor_2021_1FM5K8AB5MGB46434_ENF_Oxford_White_TOTALED/20250110_Fixed_Asset_Disposal_26013_wreck.docx

55 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 2025

County of Boone


In the County Commission of said county, on the 28th day of January 20 25

the following, among other proceedings, were had, viz:

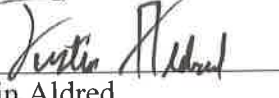
Now on this day, the County Commission of the County of Boone does hereby approve Amendment #2 to C000104 (155-123121SS) with Accruent, LLC for the purchase of one additional software license. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 28th day of January 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Jane M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonecountymo.org

TO: Boone County Commission
FROM: Amy Gerskin, Buyer
DATE: January 13, 2025
RE: Amendment #2 to Contract C000104 (*Sole Source 155-123121SS*)
– *Maintenance Connection Work Order Software, Maintenance and Technical Support* – Term and Supply

County contract C000104 (*Sole Source 155-123121SS*) – *Maintenance Connection Work Order Software, Maintenance and Technical Support* with Accruent, LLC, was approved by commission on March 2, 2021, commission order 80-2021.

Amendment #1 was approved by commission on October 8, 2024, to migrate the software to a cloud-based subscription with 4 concurrent user licenses. This amendment adds an additional cloud-based software license.

This is a Term and Supply contract. Invoices will be paid from department 6100 – FM Building Maintenance, account 70050 – Software Services Contract.

cc: Johnny Mays, Facilities Management
Contract File

CONTRACT AMENDMENT NUMBER TWO
WORK ORDER SOFTWARE MAINTENANCE WITH MAINTENANCE SERVICES – TERM
AND SUPPLY

County contract # **C000104**, awarded on March 02, 2021, from Sole Source 155-123121SS, made by and between Boone County, Missouri and **Accruent, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD the following purchase:

Purchase – The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with an additional concurrent, cloud, software license for *Maintenance Connection Software* as shown in **the quote #Q-298996-1**, dated **January 13, 2025**, submitted by *Lawson Pyles* on behalf of the Contractor:

Line Item	Description	Quantity	Period	Period	Period
1.	MC Professional Cloud Concurrent User Subscription	1 User	1/20/2025 – 9/30/2025	10/1/2025 – 9/30/2026	10/1/2026 – 9/30/2027
Total Annual Fees (USD):			\$1,833.89	\$2,635.31	\$2,635.31
Total Fees (USD)					\$7,104.51

2. All other terms and conditions of the original contract shall remain the same and apply hereto.

IN WITNESS WHEREOF the parties through their duly authorized representatives acknowledge the changes of said contract.

ACCRUENT, LLC

by 
DocuSigned by: AF2F59CBF9B2468...

title Manager Operations

BOONE COUNTY, MISSOURI

by: Boone County Commission


DocuSigned by: 57400BED96434D4...

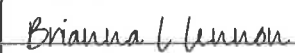
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:


DocuSigned by: 7D71DEAEB9D74DD...

CJ Dykhous, County Counselor

ATTEST:


Signed by: D267E242BF8948C...

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


DocuSigned by: 8C24BD84EE7A483...

Signature

1/14/2025

Date

6100/70050: Term & Supply

Appropriation Account

11500 Alterra Pkwy
Suite 110
Austin, TX 78758

Tel: (512) 861-0726
Web: www.accruent.com



Client Information

Client Name:	Boone County Facilities	Client Contact Name:	Michelle Brooks
Bill To:	Accounts Payable 613 East Ash Street, Room 107 Columbia, MO 65201 United States	Client Contact Email:	mbrooks@boonecountymo.org
Ship To:	Accounts Payable 613 East Ash Street, Room 107 Columbia, MO 65201 United States	Client Contact Phone:	5735547064
Billing Email:	jmoore@boonecountymo.org	Account Number:	A-00129958

Quote Information

Quote #:	Q-298996-1	Quote Expiration:	1/24/2025
Invoice Frequency:	Annual	PO Number:	

Product Information and Fees

Product	Quantity	Period 1/20/2025 - 9/30/2025	Period 10/1/2025 - 9/30/2026	Period 10/1/2026 - 9/30/2027	Total Fees
MC Professional Cloud Concurrent User Subscription	1 Concurrent License(s)	1,833.89	2,635.31	2,635.31	USD 7,104.51
The MC Professional Concurrent User Subscription includes full Access to the Maintenance Connection MRO (Asset Management, Work Order Management, Preventive Maintenance, Parts + Labor Management and all supporting functions/features) along with full access to Real-Time Reporting and KPI Dashboards and unlimited Service Requester Users.					
Total		USD 1,833.89	USD 2,635.31	USD 2,635.31	USD 7,104.51

Additional Terms

- 1 If the invoice period reflects a term of less than 12 months, the recurring fees are prorated and will renew as permitted under the Agreement at the annualized rate.
- 2 The pricing and offer in this Order Document are provided in return for an executed Order Document received by Accruent by the Quote Expiration date listed above.
- 3 Unless Client has a separate negotiated master services agreement or other binding agreement in place with Accruent, by signing below, Client agrees that this Order Document is subject to the end user license agreement set forth at: https://www.accruent.com/end_user_license_agreement

Acknowledged and Agreed by the Duly Authorized Representatives of the Parties

Client: Boone County Facilities	Accruent, LLC
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
<p>Accruent requires a PO, send PO to your Accruent representative or customerpo@accruent.com. To avoid invoicing issues or a potential disruption in your services, please include the Quote # above in your PO.</p>	
<p>If you are tax exempt, provide exemption certification to your Accruent representative or salestax@accruent.com.</p>	

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

January Session of the January Adjourned

Term. 2025

In the County Commission of said county, on the 28th day of January 20 25

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve Contract Amendment #2 C000719 (MARC/KCRPC 109) with Blue Valley Public Safety, Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 28th day of January 2025.

ATTEST:



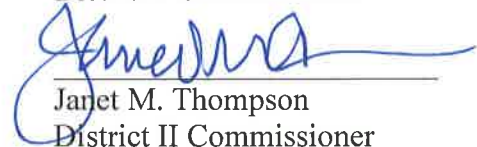
Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonecountymmo.org

TO: Boone County Commission
FROM: Amy Gerskin, Buyer
DATE: January 13, 2025
RE: Amendment #2 to Contract C000719 (MARC/KCRPC cooperative 109) – Storm Warning Sirens – Term and Supply

County contract C000719 (MARC/KCRPC cooperative contract 109) – Storm Warning Sirens was approved by commission for award to Blue Valley Public Safety, Inc. on February 1, 2024, commission order 51-2024.

This amendment clarifies the following:

The original contract is modified to adjust the descriptions of part numbers for installations, how work is quoted and invoiced. The antenna, cable and bracket are now included in the installation kits and pricing has been adjusted to account for the following part numbers:

TK-I-2001ACDC
TK-1-DCCTR
TK-1-FCCTR
TK-1-FCTCTR
TK-1-MODI
TK-I-MOD2
TK-1-MOD3
TK-I-MOD4

This is a Term and Supply contract. Invoices will be paid from department 2702 – Emergency Management Operations, account 91300 – Machinery & Equipment, and account 60050 – Equipment Service Contract.

cc: Chris Kelley, Della Luster/ Emergency Management Operations
Contract File



NOTICE OF MARC/KCRPC CONTRACT MODIFICATION
DATED: January 9, 2025

Bid Title: Yearly Contract for Storm Warning Sirens
Bid/Contract No. 109/1R
Contract Modification No.: 4
Contract Period: 1/1/24 to 12/31/24
Renewal 1: 1/1/25 to 12/31/25

CONTRACTOR:

Brian Cates
Blue Valley Public Safety, Inc.
509 E James Rollo Dr, PO Box 363
Grain Valley, Mo. 64029
Phone: 800-288-5120
Fax: 816-847-7513
Email: brian@bvpsonline.com

MODIFICATION TO ORIGINAL CONTRACT:

The original contract issued January 1, 2024, is modified to adjust description of part numbers for installations, how work is quoted and invoiced.

Current pricing:

Originally, the batteries and poles were included, and the antenna equipment was listed separately on previous quotes and invoices.

New pricing:

The antenna, cable and bracket are now included in the installation kits and pricing has been adjusted to account for the following part numbers:

TK-I-2001ACDC
TK-I-DCCTR
TK-I-FCCTR
TK-I-FCTCTR
TK-I-MOD1
TK-I-MOD2
TK-I-MOD3
TK-I-MOD4

By: Rita Parker
Rita Parker, Program Coordinator
MARC/KCRPC

By: Brian Cates
Brian Cates, General Manager
Blue Valley Public Safety, Inc.

Date: January 9, 2025

Date: 1/9/2025

Copies to: Participant
Database

ITEM	MODEL	MARC/KCRPC BID #109/1R (JAN. 1, 2025 TO DEC. 31, 2025) MODIFICATION 4 - EFFECTIVE 1/9/25	2025 RATES	Notes
1	10A3	CABLE, 25' PL259 MALE & ADPT	\$ 239.00	Discontinued - use RP164
2	10A6	ANTENNA, ARC	\$ -	
3	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 9,642.00	
4	2001-AC	SIREN CONTROL, 2001AC	\$ 3,501.00	
5	2001TRBP	TRANSFORMER RECTIFIER PLUS	\$ 3,097.00	
6	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 142.00	
7	AMB-RP164	ANTENNA MOUNTING BRACKET FOR RP164 POLE OR WALL	\$ 73.00	
8	AMB-W	ANTENNA MOUNTING BRACKET, WALL	\$ 188.00	
9	BSH	BASE STN. RADIO, VHF	\$ 3,773.00	
10	BSU	BASE STN. RADIO, UHF	\$ 3,773.00	
12	DCFCBH	CNTL, DC, ONE-WAY, HIGH BAND	\$ 6,394.00	
13	DCFCBU	CNTL, DC, ONE-WAY, UHF BAND	\$ 6,394.00	
14	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$ 8,490.00	
15	DCFCTBD-IP	DIGITAL CONTROLLER, IP ENABLED	\$ 7,442.00	
16	DCFCTBDU	DIGITAL CONTROLLER, UHF BAND	\$ 8,490.00	
17	DSA2	DIRECTIONAL SPEAKER ARRAY 2 SPKR.	\$ 2,160.00	
18	DSA4	DIRECTIONAL SPEAKER ARRAY 4 SPKR.	\$ 3,095.00	
19	DSA6	DIRECTIONAL SPEAKER ARRAY 6 SPKR.	\$ 4,275.00	
20	DSAMK1	MOUNTING KIT, DIR. SPKR. 4 ARRAY	\$ 116.00	
21	DSAMK4	MOUNTING KIT, DIR. SPKR. 4 ARRAY	\$ 551.00	
22	DVR	DIGITAL VOICE RECORDING, ONE VOICE UP TO 16 MSGS	\$ 734.00	
23	DVR-COPY	DIGITAL VOICE RECORDING, COPY ORIGINAL FILES IF POSSIBLE	\$ 125.00	
24	DVSD	DIGITAL VOICE MINI SD CARD	\$ 342.00	
25	ECLIPSE8	SIREN, DC, OMNI DIR. W/HORNS	\$ 6,479.00	
26	EQUINOX	SIREN, DC, ROTATING, 500HZ NOMINAL. THE EQUINOX SIREN IS A SINGLE TONE SIREN CAPABLE	\$ 9,177.00	
27	FCH	FEDERAL CONTROLLER, HIGH BAND RADIO	\$ 2,306.00	
28	FCTBDH	FEDERAL CONTROLLER, 2-WAY, HIGH BAND, DIGITAL	\$ 5,660.00	
29	FCTBD-IP	FEDERAL CONTROLLER, BROADBAND, NO RADIO	\$ 4,506.00	
30	FCTBDU	FEDERAL CONTROLLER, 2-WAY, UHF BAND, DIGITAL	\$ 5,660.00	
31	FCU	FEDERAL CONTROLLER, UHF RADIO	\$ 2,359.00	
32	FS-PL1	PRIVATE LINE TCS/DCS	\$ 168.00	
33	I-IP-IO	INFORMER-IP, WITH IO INTERFACE	\$ 866.00	
34	I-IPW	INFORMER IP W/ IO WALL MOUNT	\$ 1,413.00	
35	MNC-MC	MIC, NOISE CANCELLING .25	\$ 282.00	
36	MOD1004B	MODULATOR SIREN, 400W, OMNI DIR	\$ 4,915.00	
37	MOD2008B	MODULATOR SIREN, 800W, OMNI DIR	\$ 7,038.00	
38	MOD3012B	MODULATOR SIREN, 1200W, OMNI DIR	\$ 9,341.00	
39	MOD4016B	MODULATOR SIREN, 1600W, OMNI DIR	\$ 11,542.00	
40	MOD5020B	MODULATOR SIREN, 2000W, OMNI DIR	\$ 13,865.00	
41	MOD6024B	MODULATOR SIREN, 2400W, OMNI DIR	\$ 16,044.00	
42	MOD8032B	MODULATOR SIREN, 3200W OMNI DIR	\$ 19,764.00	
43	MODEM-MSK	MODEM-MSK	\$ 2,393.00	
44	OMNI-1	ANTENNA, 140-144MHZ VHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
45	OMNI-10	ANTENNA, 406-416MHZ UHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
46	OMNI-11	ANTENNA, 410-420MHZ UHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY

ITEM	MODEL	MARC/KCRPC BID #109/1R (JAN. 1, 2025 TO DEC. 31, 2025) MODIFICATION 4 - EFFECTIVE 1/9/25	2025 RATES	Notes
47	OMNI-13	ANTENNA, 430-440MHZ UHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
48	OMNI-14	ANTENNA, 440-450MHZ UHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
49	OMNI-15	ANTENNA, 450-460MHZ UHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
50	OMNI-16	ANTENNA, 460-470MHZ UHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
51	OMNI-18	ANTENNA, 480-490MHZ UHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
52	OMNI-2	ANTENNA, 144-148MHZ VHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
53	OMNI-21	ANTENNA, 806-866MHZ, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
54	OMNI-22	ANTENNA, 824-896MHZ, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
55	OMNI-25	ANTENNA, 896-940MHZ, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
56	OMNI-3	ANTENNA, 148-152MHZ VHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
57	OMNI-4	ANTENNA, 152-156MHZ VHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
58	OMNI-5	ANTENNA, 156-162MHZ VHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
59	OMNI-6	ANTENNA, 162-168MHZ VHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
60	OMNI-7	ANTENNA, 168-174MHZ VHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
61	OMNI-9	ANTENNA, 380-390MHZ VHF, 35 FT CABLE	\$ -	Discontinued - Use BV-ANTKIT-TWO-WAY
62	BV-ANTKIT-TWO-WAY	ANTENNA, ANTENNA BRACKET AND 35' OF ANTENNA CABLE	\$ 540.00	
63	BV-PVS	BVPS will provide and install a solar charging system for a siren	\$ 3,687.00	
66	RP164	ANT,GROUNDING PLANE	\$ 185.00	
67	SS2000+	DIGITAL DTMF CONTROLLER, DESK MOUNT	\$ 3,960.00	
68	SS2000+R	DIGITAL DTMF CONTROLLER, RACK MOUNT	\$ 3,931.00	
69	UV25ST	AMP ASSY, 68-25V	\$ 911.00	
70	UV400	AMPLIFIER - 400W WILL SHIP INSIDE CABINET UNLESS INSTRUCTED	\$ 849.00	
71	UVARM	UV AUDIO & RELAY	\$ 920.00	
72	UVIC240	CNTL, INDOOR, NO RADIO, 240V	\$ 5,791.00	
73	UVIC-B1	CNTL, UVIC-B, 120VAC, NO RADIO	\$ 6,080.00	
74	UVIC-B1H	CNTL, UVIC-B, 120VAC, VHF	\$ 7,285.00	
76	UVIC-B1P	CNTL, UVIC-B,120VAC,IP-ENABLED	\$ 6,343.00	
77	UVIC-B1U	CNTL, UVIC-B, 120VAC, UHF	\$ 7,285.00	
79	UVLOC-B	UV LOCAL OPERATION CONSOL	\$ 677.00	
80	UVLOC-IM	UVLOC INTERFACE MODULE	\$ 473.00	
81	UVRI	CNTL, REMOTE INTERFACE, NO RADIO	\$ 3,506.00	
82	UVRI-B	INDOOR CNTL,REMOTE INTERFACE,NO RADIO	\$ 3,355.00	
83	UVRI-B100	INDOOR CNTL,REMOTE INTERFACE, 100AMP, NO RADIO	\$ 3,879.00	
84	UVRI-BH	INDOOR CNTL,REMOTE INTERFCE,VHF RADIO	\$ 4,719.00	
85	UVRI-BH100	INDOOR CNTL,REMOTE INTERFCE, 100AMP,VHF RADIO	\$ 4,927.00	
86	UVRI-BU	INDOOR CNTL,REMOTE INTERFCE,UHF RADIO	\$ 4,719.00	
87	UVRI-BU100	INDOOR CNTL,REMOTE INTERFCE, 100AMP,UHF RADIO	\$ 4,927.00	
88	UVRIH	CNTL, REMOTE INTERFACE, HIGH BAND	\$ 4,717.00	
89	UVRI-IP	CNTL, REMOTE INTERFACE, IP ENABLED	\$ 3,983.00	
90	UVRIU	CNTL, REMOTE INTERFACE, UHF	\$ 4,717.00	
91	UVTDH	DIGITAL, 2-WAY, HI BND, 120V	\$ 7,659.00	
92	UVTD-IP	DIGITAL, 2-WAY, IP ENABLED	\$ 6,566.00	
93	UVTDU	DIGITAL, 2-WAY,UHF, 120V	\$ 7,659.00	
94	UVTRACDC	XFRMR/RECTIFIER,UV PWR SUPPLY,	\$ 7,496.00	
95	SFCD10	COMMANDER SOFTWARE, PRGMNG, 10 SITES	\$ 2,765.00	

ITEM	MODEL	MARC/KCRPC BID #109/1R (JAN. 1, 2025 TO DEC. 31, 2025) MODIFICATION 4 - EFFECTIVE 1/9/25	2025 RATES	Notes
96	SFCD25	COMMANDER SOFTWARE, PRGMNG, 25 SITES	\$ 6,221.00	
97	SFCD255	COMMANDER SOFTWARE, PRGMNG, 255 SITES	\$ 9,094.00	
98	SFCD512	COMMANDER SOFTWARE, PRGMNG, 512 SITES	\$ 10,533.00	
99	X-PCD1	DESKTOP COMPUTER WITH MONITOR	\$ 3,937.00	
100	X-PCD1T	DESKTOP COMPUTER WITH TOUCH SCREEN MONITOR	\$ 4,565.00	
101	X-PCD2	MINI DESKTOP COMPUTER, SFF STAND, WITH MONITOR	\$ 4,274.00	
102	X-PCD2T	MINI DESKTOP COMPUTER, SFF STAND, WITH TOUCH SCREEN MONITOR	\$ 4,890.00	
103	X-PCIO	PC I/O W/DIN AND ENCLOSURE	\$ 1,626.00	
104	X-PCMIC-USB	USB MICROPHONE	\$ 166.00	
106	X-UPS	SMART UPS 120 VOLT	\$ 1,669.00	
107	X-UPS240	SMART UPS 240 VOLT	\$ 1,531.00	
108	X-USB-IO	USB I/O	\$ 1,721.00	
109	X-USBMIC-1	USB MICROPHONE	\$ 337.00	
110	ES-SMV	SPECIAL MODEL VARIATION	\$ 764.00	
111	IK-BATT-STD	KIT, INSTALL, DEEP CYCLE BATTERIES, STANDARD CAPACITY	\$ 135.00	
112	TK-I-2001ACDC	2001 / Equinox / 508 / Eclipse-8 DC or AC-DC Standard Installation 4 Standard Batteries, Antenna, Bracket, and Cable 50' Class 2 Wood Pole	\$ 9,478.00	
113	ES-POLE-CREDIT	DEDUCTION FOR CUSTOMER SUPPLIED AND SET POLE.	\$ (800.00)	
114	TK-I-BRADIO	Base Radio Install	\$ 1,247.00	
115	TK-I-DCCTR	DCFC/UV Controller Install 4 Standard Batteries, Antenna, Bracket, and Cable	\$ 4,415.00	
116	TK-I-ENCODER	Encoder Install SS2000/SE3000	\$ 1,969.00	
118	TK-I-FCCTR	FC Controller Install Antenna, Bracket, and Cable	\$ 2,566.00	
119	TK-I-FCTCTR	FC Controller Install Antenna, Bracket, and Cable	\$ 3,218.00	
120	TK-I-MOD1	MOD1004-3012B Standard Installation 2 Standard Batteries, Antenna, Bracket, and Cable 50' Class 2 Wood Pole	\$ 9,208.00	
121	TK-I-MOD2	MOD4016-5020B Standard Installation 4 Standard Batteries, Antenna, Bracket, and Cable 50' Class 2 Wood Pole	\$ 9,491.00	
122	TK-I-MOD3	MOD6024B Standard Installation 4 Standard Batteries, Antenna, Bracket, and Cable 50' Class 2 Wood Pole	\$ 10,449.00	
123	TK-I-MOD4	MOD6048 Standard Installation 8 Standard Batteries, Antenna, Bracket, and Cable 50' Class 2 Wood Pole	\$ 11,026.00	
124	TK-IO-CRTPAY-CU	Prevailing Wage/Certified Payroll/Davis-Bacon Act Fee	\$ 1,337.00	
125	TK-IO-CUSREMOV	Removal Services, Custom	\$ 1,099.00	

ITEM	MODEL	MARC/KCRPC BID #109/1R (JAN. 1, 2025 TO DEC. 31, 2025) MODIFICATION 4 - EFFECTIVE 1/9/25	2025 RATES	Notes
127	TK-S-CPSYSOP-CU	System Optimization Per Site, CUSTOM Custom system configuration, setup, operability verification of 1 Activation-Control Point.	\$ 720.00	
128	Contract Maintenance	AVAILABLE ACCORDING TO END USER CONFIGURATION. AFTER WARRANTY PERIOD - PER MONTH, PER UNIT	\$ 110.00	
129	Repair Work	NON-CONTRACT REPAIR. WORKON AN ON-CALL BASIS - PER HOUR	\$ 180.00	

**CONTRACT AMENDMENT NUMBER ONE
STORM WARNING SIRENS**

The Agreement, Boone County Contract **C000719, (MARC/KCRPC cooperative contract 109)**, dated February 1, 2024, made by and between Boone County, Missouri and **Blue Valley Public Safety, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD attached MARC/KCRPC Contract Modification dated January 09, 2025, that outlines the following:

The original contract issued January 1, 2024, is modified to adjust description of part numbers for installations, how work is quoted and invoiced. Originally, the batteries and poles were included, and the antenna equipment was listed separately on previous quotes and invoices. The antenna, cable and bracket are now included in the installation kits and pricing has been adjusted to account for the following part numbers:

TK-1-2001ACDC
TK-1-DCCTR
TK-1-FCCTR
TK-1-FCTCTR
TK-1-MOD1
TK-I-MOD2
TK-1-MOD3
TK-I-MOD4

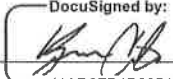
2. ADD the attached updated price list.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Blue Valley Public Safety, Inc.

Boone County, Missouri

By: Boone County Commission

By 
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Kip, Kendrick, Presiding Commissioner

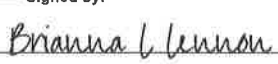
Title General Manager

APPROVED AS TO FORM:

ATTEST:


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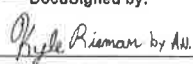
CJ Dykhous, County Counselor


D267E242BFB948C...

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)


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1/13/2025

2702-91300; 60050 – Term & Supply

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

57 -2025

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2025

In the County Commission of said county, on the 28th day of January 20 25

the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Commission Chambers by the Sierra Club Mid-Missouri Group on Tuesday, February 11, 2025, from 6:00 p.m. until 9:00 p.m. for the Columbia City Council Candidate Forum on Climate Action and the Environment

Done this 28th day of January 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Sierra Club Mid-Missouri Group

Address: 4804 Shale Oaks Ave.

City: Columbia State: MO ZIP Code 65203

Phone: 573-529-5475 Website: sierraclub.org/Missouri/midmo

Individual Requesting Use: Peter Schneeberger Position in Organization: Exec. Committee/Political Chair

Facility requested: ☒ Chambers ☐ Room 301 ☐ Room 311 ☐ Room 332

Event: Columbia City Council Candidate Forum on Climate Action and the Environment

Description of Use (ex. Speaker, meeting, reception): Forum with candidates as speakers, refreshments in advance

Date(s) of Use: Tuesday, Feb. 11, 2025

Start Time of Setup: 6:00 pm AM/PM Start Time of Event: 6:30 pm

End Time of Event: 9:00 pm AM/PM End Time of Cleanup: 9:30 pm

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Carolyn Ampan, Chair, Sierra Club Mid-Missouri Group

Phone Number: 417-793-8600 Date of Application: 1/26/2025

Email Address: sc.midmo.group@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

Applicants requesting ongoing regular use of Commission Chambers may request up to six months in advance. To continue regular use of Chambers, a new application must be submitted every six months. Chambers will not be reserved beyond the dates submitted.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Brianne L. Lennor
County Clerk

DATE: 1/28/2025

BOONE COUNTY, MISSOURI

Kip Kendrick
County Commissioner