State of Missouri

2006 Residential Substance Abuse Treatment Program

Grant Application Packet

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Governor

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Applications must be postmarked by May 4, 2006

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OMB Circulars

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

The Office of Management and Budget
725 17th Street, N.W.
Washington, DC 20503

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

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

OMB Circular A-102: *"Grants and Cooperative Agreements with State and Local Governments"*. This Circular establishes standards for administration of grants with state and local government agencies.

OMB Circular A-110: *"Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"*. This Circular establishes standards for the administration of grants to institutions of higher education, hospitals, and other nonprofit organizations.

OMB Circular A-122: *"Cost Principles for Nonprofit Organizations"*. This Circular establishes principles for determining cost of grants, contracts, and other agreements with nonprofit organizations.

OMB Circular A-133: *"Audits of Institutions of Higher Education and Other Nonprofit Institutions"*. This Circular covers audit requirements for institutions of higher education, hospitals, and other nonprofit institutions.

Common Rules: *"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 28 CFT Part 66"*. This Common Rule contains government wide fiscal and administrative conditions governing Federal grants and cooperative agreements and sub awards to State, Local, and Indian Tribal Governments.

"Government-wide Debarment and Suspension (nonprocurement)" (codified at 28 CFR Part 67) and "Government-wide Requirements for Drug-free Workplace (Grants)" (codified at 28 CFR Part 83).

OC Financial Guide

The **OC Financial Guide** has been referenced herein. It is the responsibility of the Contractor to comply with the federal guidelines contained in this manual. A copy of the Financial Guide may be obtained from the Office of the Comptroller Customer Service Center at:

Office of the Comptroller
Office of Justice Programs
United States Department of Justice
810 7th Street, N.W., Room 5303
Washington, D.C. 20531
Phone: 1-800-458-0786
Fax: (202) 353-9279
Internet: http://www.ojp.usdoj.gov/OC (choose AskOC option)

Program Description
Residential Substance Abuse Treatment Program

Introduction

The Residential Substance Abuse Treatment (RSAT) Formula Grant Program assists states and local governments in developing and implementing substance abuse treatment programs in state and local correctional and detention facilities. The RSAT Program also assists local governments in creating and maintaining community-based aftercare services for offenders.

Program Requirements

Residential Substance Abuse Treatment Formula Grant funds may be used to implement three types of programs.

The goal of the RSAT Program is to break the cycle of drugs and violence by reducing the demand for, use, and trafficking of illegal drugs. The objectives of the RSAT Program are to:

- Enhance the capability of states and units of local government to provide residential substance abuse treatment for incarcerated inmates.
- Prepare offenders for their reintegration into the communities from which they came by incorporating reentry planning activities into treatment programs.
- Assist both the offenders and their communities through the reentry process through the delivery of both community-based treatment and other broad-based aftercare services.

1. **Residential Substance Abuse Treatment**

Residential substance abuse treatment programs provide individual and group treatment activities for offenders in residential facilities that are operated by state and local correctional agencies. These programs must (as required by 42 U.S.C. 3796ff):

- Last between 6 and 12 months
- Be provided in residential treatment facilities set apart from the general correctional population. Set apart means a completely separate facility or a dedicated housing unit within a facility exclusively for use by program participants.
- Focus on the substance abuse problems of the inmate.
- Develop the inmate's cognitive, behavioral, social, vocational, and other skills to solve the substance and related problems
- Implement or continue to require urinalysis and/or other proven reliable forms of drug and alcohol testing for those enrolled in the residential substance abuse treatment program and post program while they remain in the custody of the state and local government.

Preferably, participation in the residential program should be limited to inmates who have 6 to 12 months remaining in their term of confinement so that they can be released from prison after completing the treatment program, rather than returning to the general prison population.

2. **Jail-Based Treatment Programs**

Jail-based substance abuse programs provide individual and group treatment activities for offenders in jails and local correctional facilities. These programs must:

- Last at least 3 months
- Make every effort to set apart the treatment population from the general correctional population
- Focus on the substance abuse problems of the inmate.

- Develop the inmate's cognitive, behavioral, social, vocational, and other skills to solve the substance and related problems.
- Be science-based and effective

3. **Aftercare**
States are required to give preference to subgrant applicants who will provide aftercare services to program participants. Aftercare services must involve coordination between the correctional treatment program and other human service and rehabilitation programs, such as education and job training, parole supervision, halfway houses, self-help, and peer group programs that may aid in rehabilitation.
A state may use amounts received for aftercare if the chief executive officer of the state certifies that the state is providing, and will continue to provide, an adequate level of residential treatment services. To qualify as an aftercare program, the head of the substance abuse treatment program must work in conjunction with state and local authorities and organizations involved in substance abuse treatment to assist in the placement of program participants into community substance abuse treatment facilities upon release.

Treatment After Release

A state may use amounts received for the purpose of providing treatment to offenders for a period not to exceed one year after release. Up to 10% of the total award may be used for treatment of parolees.

Definitions and Acronyms

Applicant Agency- The organization that has the authority to legally bind the agency in a contract. For an agency within a city government system (i.e. Police Department), the **city** is the applicant agency. For an agency within a county government system (i.e. Sheriff's Department, Prosecuting Attorney's Office), the **county** is the applicant agency. For an agency within a judicial circuit (i.e. Circuit Court, Juvenile Office), the **county** that provides fiscal management is the applicant agency.

Applicant Authorized Official – The individual who has the legal authority to bind the *Applicant Agency* in a contract.

BJA – Bureau of Justice Assistance (Federal)

Budget Category – The budget categories that may be submitted for funding under the *Byrne Grant* are personnel, travel, equipment, supplies/operations, and contractual categories.

Contract Period – The grant year or one year period in which the *RSAT* award and match must be obligated and the project services provided. The *RSAT Grant* contract period is July 1 to June 30.

Contractor – The recipient of a RSAT *Grant* contract or award. The *Contractor* is the a*pplicant Agency.*

OC – Office of the Comptroller (Federal)

OJP – Office of Justice Programs (Federal)

OMB – Office of Management and Budget (Federal)

Project Agency– The agency that will be implementing the proposed project.

Project Director – The individual who will have direct oversight of the proposed project. If the *Project Agency* is a law enforcement agency, the chief or sheriff must be the *Project Director.* (St. Louis Metropolitan Police Department and the Kansas City Police Department are exempt from this requirement.)

Program Income – Gross income earned by the recipient, during the funding period as a direct result of the award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project. Program Income can only be used for allowable program expenses.

Subgrantee - The recipient of a *RSAT Grant* contract or award.

Match Requirements

The federal share may not exceed 75% of the project's total cost. The 25% matching funds may be in the form of cash or in-kind contributions.

Match for the RSAT award program is to be provided for on a project-to-project basis. Funds provided for a match must be in addition to and therefore supplement funds that would otherwise be made available for the stated program purpose. Match is restricted to the same use of funds as allowed for the Federal funds.

Types of Match

1.Cash Match (hard) includes cash spent for project-related costs. Allowable cash match must include those costs which are allowable with Federal funds with the exception of the acquisition of land, when applicable.
2. In-kind (soft) includes, but is not limited to, the valuation of in-kinds services. "In-kind" is the value of something received or provided that does not have a cost associated with it.

Examples of Acceptable Local Match Share:

1. Funds that are newly appropriated for the express purpose of matching the federal RSAT contract.
2. Funds Contributed from corporations, citizen/community organizations or private sources.
3. State and local units of government may use as match, **cash** that was received from a federal government agency under the Equitable Sharing Program **(For record purposes, the Department of Public Safety recommends that the recipient agency obtain a letter from the federal agency stating that the funds were transferred for the purpose of matching federal contracts for law enforcement)**.

Examples of Unacceptable Match:

1. Indirect costs cannot be used as match. For example, a pro-ration of an officer's supervisor's time or charge for payroll-related services will not be allowed.
2. Funds that represent part of the **existing** budget **cannot** be used as match.
3. Project Income **cannot** be used as match.

Non-Supplantation

Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audits. Violations can result in a range of penalties, including suspension of future RSAT funds, suspension or debarment from federal grants, reimbursement of monies provided under this grant, and civil and/or criminal penalties.
Shifting funds within an agency's budget with the express intent of using such funds as matching funds shall be considered supplanting.

Eligible Applicants

Grants may be awarded to state agencies and units of local government.

Contract Period

The contract period for approved projects is July 1, 2006 through June 30, 2007.

Application Procedure

The Department of Public Safety may follow the procedures established by the Department of Public Safety, Office of the Director, for all federal funding programs administered by the Department of Public Safety, Office of the Director or the procedures established in Chapter 34, RSMo concerning the filing of applications for assistance by public agencies.

All applications must be postmarked by May 4, 2006.

The applicant shall submit all data required by this application document. **Failure to submit all required data could disqualify the proposal from further consideration.**

Funding decisions will be made by July 2006.

APPLICATION REVIEW PROCESS

A review panel will evaluate the applications received by the deadline for funding. Any person serving on the review panel cannot have a financial interest in the funding being considered. In evaluating each application, the review panel will be asked to consider the following factors:

- Adequate correlation between the cost of the project and the objective(s) to be achieved;
- Probability of project to meet identified goal(s) and objectives;
- Overall description of the intended use of the grant and local match fund;
- Demonstration that RSAT funds will not be used to supplant state and local funds;
- Degree of cooperation between local officials, community groups, and citizens to establish and fulfill goals for the overall success of the project;
- Demonstration that the Applicant Agency has met the local match requirements and has identified the source of the local match;
- Demonstration that the Applicant Agency has met and will continue to comply with all applicable state and federal laws and guidelines;
- Overall quality of the application.

Monitoring

The Department of Public Safety, Office of the Director, will monitor all contracts to insure appropriate fiscal and program records are being maintained. The contractor may be required to submit such monitoring information in writing to the Department of Public Safety, Office of the Director. Each contract shall be subject to review by the Department of Public Safety at least annually.

Reporting Requirements

Annual Reports cover the period of July 1 through June 30 and must be submitted by July 10th. This report should state the results pertaining to both the goals and objectives and the performance measures below. Failure to submit the required report by the due date could result in reimbursement of contract funds being withheld until the report is received.

Program Objectives	Performance Measures
Enhance the capability of states and units of local government to provide residential substance abuse treatment for incarcerated inmates	**Amount of services:** • Number of days of residential treatment provided. • Number of days of aftercare provided. • Previously funded RSAT beds continued during grant cycle. • New treatment beds added with RSAT grant funds during this grant cycle. • Treatment beds funded through other sources, but enhanced with RSAT-funded services. • Average length of stay in the residential program in days, for those completing the program. **Offenders entering residential treatment:** • Total number of offenders entering an RSAT-funded treatment program. **Program costs:** • Average cost per day for residential program.
Prepare offenders for reintegration into the communities from which they came by incorporating reentry planning activities into treatment programs.	**Recidivism and drug use:** • Of the offenders who completed the program, the number who have remained drug free during the residential program. • Of the offenders who completed the program, the number who have remained drug free during the aftercare program • Of the offenders who completed the program, the number who have remained arrest free during the aftercare program. • Of the offenders who completed the program, the number who have remained arrest free for 1 yr. Following release from aftercare (for this indicator, use data from the most recent available year). **Residential treatment success:** • Total number of offenders successfully completing the residential program. • Total number of offenders who dropped out of the residential program. • Total number of offenders who were terminated from the residential program.
Assist both the offenders and their communities through the reentry process through the delivery of both community-based treatment and other broad-based aftercare services.	**Offenders entering aftercare program:** • Total number of offenders entering an RSAT-funded aftercare program. • Average length of stay in the aftercare program in days, for those completing the program. **Aftercare Success:** • Total number of offenders successfully completing the aftercare program • Total number of offenders who dropped out of the aftercare. • Total number of offenders who were terminated from the aftercare program. **Program costs:** • Average cost per day for the aftercare program.

Grant Application Instructions

All portions of the ***RSAT Formula Grant Application*** shall be completed and submitted for funding consideration. The *RSAT* Grant Application forms and narrative must be typewritten. Please staple, do not bind, the original application and four copies in the upper left hand corner of the packet.

APPLICATION SUMMARY REPORT FORM:
Provide the requested information on this form. Provide a brief summary of the proposed project, do not refer us to the narrative section of the application, this information is used to develop the evaluation plans for the progress reports you are required to submit to us should you receive funding.

APPLICATION FOR FUNDING FORM:
Complete the APPLICATION FOR FUNDING form using the instruction page included in the *Application Forms* section of this application.

BUDGET FORMS:
Included in this application packet are budget forms for PERSONNEL, PERSONNEL-OVERTIME, TRAVEL, EQUIPMENT, SUPPLIES/OPERATIONS and CONTRACTUAL categories (RENOVATION/CONSTRUCTION are ineligible costs for *RSAT Grant* funding, therefore these budget pages have not been included in this application packet. Leave those sections blank on the *APPLICATION FOR FUNDING* form). Submit only the appropriate budget forms for which you are seeking funding. Provide a complete breakdown of the budget for implementation and operation of the proposed project on the appropriate budget forms. Instructions for completing the budget forms are printed at the top of each form. Please be sure to follow these instructions precisely.

Refer to the ***Program Description*** and ***Financial and Administrative Guidelines for Contracts*** for information on the use of funds. The total project cost of each budget form must be transferred to the *APPLICATION FOR FUNDING* form. The Federal and local match share amounts on the budget forms must equal the 75% Federal Match and 25% Local Match Share amounts on the *APPLICATION FOR FUNDING* form.
Submit the completed budget forms with the application. If you are not requesting funding on a particular budget form, you do not need to include that form with the application. Show "$0" for that budget category on the *Application For Funding Form.*

PERSONNEL INFORMATION FORM:
Submit this form when submitting the PERSONNEL budget form. Only individuals funded through the grant can be listed on this form. The job responsibility should explain what this person will be doing on the grant program. If personnel are not funded 100% on the grant, time accounting must be kept to track % of time on grant. If you are requesting a new position in the grant, submit the PERSONNEL INFORMATION form with whatever information can be provided at the time. If a contract is awarded, submit the updated form to our office once the individual is hired so that it can be placed in the original file.

NARRATIVE WORK PROGRAM:
Provide a complete ***Narrative Work Program*** for the proposed project to explain, in detail, the need for the funding, the intended use of the funding, and the anticipated results of the program. On plain white paper, identify each of the specific sections of the ***Narrative Work Program*** outline. **Please be sure to follow this outline and to include all of the information requested.** ***Do not use pitch smaller than 12. The Narrative Work Program should not be more than 12-14 pages overall.***

A. Brief History of the Program Project Agency – Provide a brief history of the Project Agency including a description of any existing programs. Explain how the proposed program will coordinate existing programs in your department. ***Limit to one page***

B. Statement of the Problem – This section must address the need for grant funds and the proposed project. Define the problem that you will be attempting to impact with the project for which you are requesting funds. Be Specific. Do not include every issue the Project Agency addresses, but only the one(s) that will be impacted by the use of the ***RSAT*** funds being requested. Since you are competing with other agencies for limited funds, you should document as extensively and as factually as possible the definition of the problem. Include facts and statistics on incidents of crime, existing resources, demographic and geographic specifications, etc. ***Limit to two pages***

C. Goals and Objectives – Explain your expectations (goals and objectives) for the proposed program. Goals are the program's desired results. The goals should be clearly stated, realistic and achievable, even if they are not readily measurable. The objectives are the intermediate results or accomplishments to be achieved by the program pursuing its goals. The objectives must be both measurable and achievable. They should express the extent to which you expect to alleviate the problem defined in the Statement of the Problem. **Be specific to this project.** Do not include the overall goals of the Project Agency. ***Limit to two pages***

D. Methodology – This section must address the intended use of the grant and local match funds. Following the outline shown below, give specific details concerning the organization, administration, and implementation of the project. Again, **be specific to the project,** not to the overall operation of the Project Agency. The following items must be addressed in this section:

> **1. Type of Program** – Specifically outline the services to be provided by this project. Give as much detail as possible about your proposed project. Flow charts and chronological outlines are great, but must be supported by additional narrative description. ***At least one page***
>
> **2. Proposed Service Area** – State the geographic area to be served by this project.
>
> **3. Project Implementation** – Explain the actual steps the Project Agency will take to use the resources requested in your application to implement the program. Define what services will be provided, who will provide these services, how they will be provided and who will benefit from the services your program will provide. ***No more than one page***
>
> **4. Budget Justification** – Justify the need for all items listed in the budget for which ***RSAT*** **or local match funds** will be used. Each individual budget item shall be justified. Do not just list the items requested for funding – justification of each budget item must be included in the justification for consideration of funding. For personnel, you must also indicate if the position is an existing or new position. If the position currently exists, indicate how the position has been funded in the past. If a salary increase is included, provide the % of increase and the date the increase will occur.

Project cost that is currently paid by the Applicant Agency may be subject to the rules of supplanting and unallowable. ***No more than two pages***

> **5. Supplanting** – Address the issue of supplanting. If the proposal includes existing costs, explain how Federal funds will not be used to supplant (replace) the existing cost covered by State or local match share funds. Federal and local funds shall be used to **supplement** existing funds for program activities and not replace those funds that have been appropriated for the same purposes. ***No more than one page***

6. Community Impact - Describe how your proposed project will affect the communities that your program will serve. Describe how your program will affect crime-related issues concerning public safety and the community(s) this project serves. ***No more than one page***

E. Cost Assumption – Describe how the Project Agency plans to continue the activities of this project if ***RSAT*** funds would no longer be available to the Project Agency. If this proposed project is important enough to receive Federal-funding assistance it should be important enough to be assumed by the Applicant Agency(s) once eligibility is over. What proactive steps are being taken to absorb the project cost into the applicant agencies future budget? BE SPECIFIC. ***Limit to one page or less***

F. Evaluation Procedure – Describe the process to be used to determine the effectiveness of your program such as arrest rates, surveys, rates of recidivism, client satisfaction evaluations, prosecution rates, pre and post testing, etc. Also include a description of the data to be collected as outlined in the program description. ***Limit to one page or les***s.

G. Report of Success – Restate the goals and objectives from your current contract. Provide information regarding whether or not each goal and its objective(s) have been attained to date. Attach any reports, surveys, or other measurement tools that support the success of your project. **Note: This component is applicable only to those proposals seeking continuation of a project already supported with RSAT Program funds.**

Information and Additional Forms to be included in the Application:

- ✓ ***Certified Assurances***
- ✓ ***Certification of Cash Match(If Applicable)***
- ✓ ***Audit Requirements***
- ✓ ***Reports of Expenditures & Check Payee Information***
- ✓ ***Offerer's Prior Experience Form (If Applicable)***
- ✓ ***Agency's Organizational Chart (agency that will be implementing the program, i.e. Police Department)***

Assembling the Application:

Assemble the completed application packet in the following order for submission:

1. Application Summary Report Form
2. Application for Funding Form
3. Personnel Budget form
4. Personnel-Overtime Budget form
5. Personnel/Staffing Information form
6. Volunteer Match form
7. Travel Budget Form
8. Equipment Budget form
9. Supplies/Operations Budget Form
10. Contractual Budget form
11. Narrative Work Program
12. Certified Assurances form
13. Certification of Cash Match form
14. Audit Requirements form
15. Report of Expenditures & Check Payee Form
16. Offerer's Contract Experience form
17. Project Agency Organizational Chart

NOTE: PLEASE STAPLE THE APPLICATION PACKETS IN THE UPPER LEFT HAND CORNER, DO NOT BIND THE PACKETS, AS THEY MUST BE UNBOUND BEFORE BEING PROCESSED.

Copies of Application – The properly signed, **original**, **Application Packet** and **four copies** (five total) must be submitted to, and postmarked by, the Director's Office, Department of Public Safety by **May 4, 2006.** No applications will be accepted with a postmark dated after May 4, 2006. Please mark the **"ORIGINAL" Application Packet** in the upper right hand corner of the face sheet.

ALL REQUESTED SIGNATURES IN THE APPLICATION MUST BE ORIGINAL; WE WILL NOT ACCEPT STAMPED OR FAXED SIGNATURES.

Department of Public Safety Contacts – Any questions regarding the application for funding or the administration of your contract may be directed to the Department of Public Safety staff person indicated on the next page at (573) 751-4905.

Audit Information:

Tom Orf
ALL FEDERAL AND STATE GRANT PROGRAMS
Responsible for any audit issues.

Financial Information:

Carol Willhite
ALL FEDERAL AND STATE GRANT PROGRAMS
Responsible for issues concerning Expenditure Reports, Requests for Funds, and Project Income Reports.

Program Information:

Eric Shepherd, Todd Cole, and Dawn Tellman
CRIMINAL JUSTICE/LAW ENFORCEMENT SECTION
Responsible for issues concerning the Application Process, Status of Awards, Budget Revisions, Program Changes, Monitoring Issues, Performance Reports, etc.

Five Copies of the Application (original plus FOUR copies) must be submitted to:

Missouri Department of Public Safety
Office of the Director
Attn: NCAP Section
P.O. Box 749
Jefferson City, MO 65102-0749

The street address for the Department of Public Safety is:

301 W. High Street
Truman Building, Room 870
Jefferson City, MO 65101

Applications must be postmarked by May 4, 2006.

APPLICATION SUMMARY REPORT

Applicant Agency:	
Program Title:	

Authorized Official	**Project Director**	**Officer in Charge/Supervisor of Project**
Name	Name	Name
Agency	Agenc	Agency
Address	Address	Address
City State Zip	City State Zip	City State Zip
Phone # Fax #	Phone # Fax #	Phone # Fax #
E-mail Address	E-mail Address	E-mail Address
State/Federal Funds Requested	**Local Match Share Required**	**State Provided Match (MJDTF Only)**
$ _____	$ _____	$ _____

Geographic Area(s) to be served by this project (Include all Counties and Cities that are part of this grant and will be served by the Project):

The requested funds will be used to :

☐ **Fund a New Project**
☐ **Expand/Enhance an Existing Project**
☐ **Continue a Previously Funded Project**

Give a brief summary of the services to be offered by this project:

Instructions for Application for Funding

Section 1 – Instructions
This application must be typewritten.

Section 2 – Grant Programs
Select the appropriate grant program for which you are making application.

Section 3 – Applicant Agency
Enter the legal name and address of the organization that has the authority to legally bind the agency in a contract.

For an agency within a city government system (i.e. Police Department), the city is the applicant organization. For an agency within a county government system (i.e. Sheriff's Department, Prosecuting Attorney's Office), the county is the applicant organization. For an agency within a judicial circuit (i.e. Circuit Court, Juvenile Office), the county that provides fiscal management is the applicant organization.

Byrne ,LLEBG, & RSAT– Only state and local units of government are eligible to apply for this funding.

LGSD – Only local units of government which have entered into a local government/school district partnership as defined in Section 589.300 to 589.310, Supp. 1995 are eligible to apply for this funding.

Title V - Only local units of government are eligible to apply for this funding.

Section 4 – Applicant Authorized Official – *This person cannot be the same person named as the Project Director.*

Enter the name and address of the individual who has the authority to legally bind the applicant agency, as listed in Section 3, in a contract.

City Government – If the applicant agency is a city, the mayor/city administrator shall be the Authorized Official.

County Government – If the applicant agency is a county, the county commissioner/administrator shall be the Authorized Official.

Private/Nonprofit – If the applicant agency is a private, nonprofit organization, the Authorized Official must be the individual who has the legal authority to bind the organization in a contract. Any potential funds awarded as a result of this application cannot be used for the salary of the Authorized Official. Generally, the executive director of the organization or the board chairperson for the organization may act as the Authorized Official.

Section 5 – Project Director
Enter the name and address of the person who will have direct oversight of the proposed project.

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

Section 6 – Applicant Fiscal Officer
Enter the name and address of the individual who has responsibility for project accounting, reporting, and closeout.

Section 7 – Non-Profit Board Chairperson
Enter the name and address of the individual serving as the organization's board chairperson. Please provide an address other than the agency address if possible.

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

Section 8 – Project Title
Enter a carefully chosen, brief descriptive title.

Section 9 – Type of Application
Indicate the type of application based on the following:

NEW - If this application is being submitted as part of a competitive bid process, the type of application is considered "New".

REVISED - If the agency has specifically been asked by the Department of Public Safety to revise a portion of a New or Renewal application, the type of application is considered "Revised".

RENEWAL - If the agency has specifically been notified of the opportunity to renew an existing contract, the type of application is considered "Renewal".

CONTINUATION – If this application is being submitted as part of a competitive bid process to continue a program currently funded by the Department of Public Safety, the type of application is considered "Continuation".

Section 10 – Current Contract Number(s)
Indicate the DPS Contract Number if the applicant agency currently has a contract through the identified grant program.

Section 11 – Applicant's Federal Tax I.D. Number
Enter the applicant organization's Federal Tax Identification Number. This number must be included in order to document receipt of this application.

Section 12 – Program Category
Enter the appropriate categorical description for this proposed project. Refer to the Program Description section of the application for a listing of the appropriate categories.

This section is not required for VOCA, SSVF, STOP, Title V or Challenge grants.

Section 13 – Contract Period
Enter the appropriate contract period for this proposed project. Please see the following listing.

VOCA – October 1 through September 30
SSVF – July 1 through June 30
STOP – January 1 through December 31
Title V – October 1 through September 30
Title II – October 1 through September 30
JAIBG – October 1 through September 30
Challenge – See Program Description
Byrne – July 1 through June 30
MCLUP – July 1 through June 30
RSAT – July 1 through June 30
CLAP – July 1 through June 30
LLEBG – January 1 through June 30
LGSD – July 1 through June 30

Section 14 – Type of Project
Check the appropriate box.

Section 15 – Program Income
If program income will be generated by this proposed project, please indicate in this section. Refer to the program application for information on program income.

Section 16 – Budget
Refer to the program application for the appropriate funding categories for the proposed project. Enter the total cost amounts from each individual budget page in the appropriately identified space. Enter the total Project Cost based on the totals taken from the individual budget pages. Enter the federal/state share and the local match shares. Make sure that the total federal/state share from the individual budget pages agrees with the amount entered on this sheet. Also make sure that the total local match share calculated from the individual budget pages agrees with the amount entered in this section. Refer to the program application for the description of the local match share if required.

Section 17 – Authorized Official's Signature
This application must bear the ORIGINAL SIGNATURE of the Authorized Official as identified in Section 4.

Missouri Department of Public Safety
Office of the Director

APPLICATION FOR FUNDING

P.O. Box 749
Jefferson City, MO 65102

1-888-394-6377
e-mail: www.dps.state.mo.us

SECTION 1 – INSTRUCTIONS

This application must be typewritten. Please refer to the enclosed instructions to complete this form.

SECTION 2 – GRANT PROGRAMS

- ☐ VOCA – Victims of Crime Act
- ☐ SSVF - State Services to Victims Fund
- ☐ STOP - Stop Violence Against Women Grant Program
- ☐ Byrne – Byrne Formula Grant (NCAP)
- ☐ MCLUP – Mo. Crime Lab Upgrade Program
- ☐ RSAT – Residential Substance Abuse & Treatment Program
- ☐ CLAP – Crime Lab Assistance Program
- ☐ LLEBG - Local Law Enforcement Block Grant
- ☐ LGSD – Local Government School District Program
- ☐ Title V – Delinquency & Youth Violence Prevention
- ☐ Title II – Juvenile Justice Formula Grants
- ☐ JAIBG – Juvenile Accountability Incentive Block Grant
- ☐ Challenge – Statewide Policies and Programs

AGENCY | FAX | PHONE

ADDRESS

CITY | STATE | ZIP

SECTION 4 – APPLICANT AUTHORIZED OFFICIAL

NAME | FAX | PHONE

TITLE

AGENCY

ADDRESS

CITY | STATE | ZIP

SECTION 5 – PROJECT DIRECTOR

NAME | FAX | PHONE

TITLE | E-Mail Address:

AGENCY

ADDRESS

CITY | STATE | ZIP

SECTION 6 – APPLICANT FISCAL OFFICER

NAME | FAX | PHONE

TITLE

AGENCY

ADDRESS

CITY | STATE | ZIP

SECTION 7 – NON-PROFIT BOARD CHAIRPERSON

NAME | FAX | PHONE

TITLE

AGENCY

ADDRESS

CITY | STATE | ZIP

SECTION 8 – PROJECT TITLE

SECTION 9 – TYPE OF APPLICATION

☐ New ☐ Revised ☐ Renewal ☐ Continuation

SECTION 10 – CURRENT CONTRACT NUMBER(S)

SECTION 11 – APPLICANT'S FEDERAL TAX I.D.

SECTION 12 – PROGRAM CATEGORY

SECTION 13 – CONTRACT PERIOD

BEGINNING DATE | ENDING DATE

SECTION 14 – TYPE OF PROJECT

☐ Statewide ☐ Regional ☐ Local

SECTION 15 – PROGRAM INCOME

Will Program Income be generated? ☐ Yes ☐ No

SECTION 16 – BUDGET		Total Cost
PERSONNEL		
VOLUNTEER MATCH		
TRAVEL		
EQUIPMENT		
SUPPLIES/OPERATIONS		
CONTRACTUAL		
RENOVATION/CONSTRUCTION		
TOTAL PROJECT COSTS		
FEDERAL/STATE SHARE	%	
LOCAL MATCH SHARE	%	

SECTION 17 – AUTHORIZED OFFICIAL'S SIGNATURE

Signature | Date

PERSONNEL

PROJECT TITLE:

APPLICANT AGENCY:

INSTRUCTIONS

1. Include all personnel to be employed on the proposed project.
2. Under **Title or Position**, list each proposed position.
3. Under **Name of the Individual,** list the name of the person who will fill each proposed position (if known).
4. Show **Gross Monthly Salary** for each individual and show the **Percent Of Time** to be devoted to this grant-funded project.
5. The **Total Costs** should be calculated as follows: (**Salary/Month)** x **(% of Time on Grant)** x **(Months to be employed).**
6. Under the **Fringe Benefits** section, identify the particular benefits such as social security, workers' compensation, medical insurance, etc. If dental and vision insurance are not included in the health insurance premium they should be listed separately. All fringe benefits provided must be itemized.
7. Under the column entitled **Basis for Cost Estimate**, enter the formula for computing the cost for each fringe benefit.
8. Enter the total in the **Total Cost** column.

TITLE OR POSITION	NAME OF INDIVIDUAL	SALARY PER MONTH	FT OR PT	% OF TIME ON GRANT	MONTHS TO BE EMPLOYED	TOTAL COST
					SUBTOTAL	$

FRINGE BENEFITS	BASIS FOR COST ESTIMATE	
F.I.C.A. & Medicare (.0765)		
PENSION/RETIREMENT		
LIFE INSURANCE		
MEDICAL INSURANCE		
UNEMPLOYMENT COMPENSATION		
WORKERS' COMPENSATION LIAB.		
OTHER (PLEASE IDENTIFY)		
	SUBTOTAL	$

State/Federal Share	$		
Local Match Share	$	**TOTAL PERSONNEL COST**	$

PERSONNEL - OVERTIME

PROJECT TITLE:

APPLICANT AGENCY:

INSTRUCTIONS

1. This form should include any requested overtime for personnel.
2. Under **Name of the Individual,** list the name of the person who the overtime is being requested for.
3. Under the column entitled **Basis for Cost Estimate**, enter the formula for computing overtime cost for each individual.
4. Enter the total in the **Total Costs** column.
5. Under the **Fringe Benefits** section, identify the particular benefits, if any, associated with the overtime costs.
6. If you are submitting this form with the PERSONNEL budget page, add the **costs** from **both pages** prior to transferring the **totals** to the *Application for Funding* form.

NAME OF INDIVIDUAL	BASIS FOR COST ESTIMATE	TOTAL COST
	OVERTIME SUBTOTAL	$

FRINGE BENEFITS	BASIS FOR COST ESTIMATE	
F.I.C.A. & Medicare (.0765)		
PENSION/RETIREMENT		
LIFE INSURANCE		
MEDICAL INSURANCE		
UNEMPLOYMENT COMPENSATION		
WORKERS' COMPENSATION LIAB.		
OTHER (PLEASE IDENTIFY)		
	FRINGE BENEFITS SUBTOTAL	$

State/Federal Share	$	**TOTAL COST**	$
Local Match Share	$	***Reminder***: *Be sure to add the Overtime Total Costs, State/Federal Share, and Local Match Share to the Personnel totals as indicated in instruction number six above.*	

PERSONNEL INFORMATION

Grant Project Staff Only

Staff Member	Brief List of Experience and Current Job Responsibilities
1. _____ (Name) _____ (Title)	
2. _____ (Name) _____ (Title)	
3. _____ (Name) _____ (Title)	
4. _____ (Name) _____ (Title)	
5. _____ (Name) _____ (Title)	
6. _____ (Name) _____ (Title)	

VOLUNTEER MATCH

PROJECT TITLE:

APPLICANT AGENCY:

INSTRUCTIONS

Indicate all volunteer hours to be included in the Total Project Cost for **Local Match purposes.** Volunteer hours may be calculated at the rate of $5.15 per hour (minimum wage).

Under **Type of Service to be Provided**, break volunteer hours down by types of services to be provided by the volunteers. *Keep in mind that volunteer hours utilized for match are under the same requirements as paid staff utilized by the grant.*

Under **Number of Volunteers**, indicate the number of volunteers who will be providing each type of service indicated.

Under the column, **Total Number of Hours**, indicate the total number of hours to be contributed by volunteers on an annual basis for each type of service that will be used for Local Match purposes.

Under the column, **$5.15 per hour**, no entry is necessary.

Under the **Local Match** column, enter the result of the following calculation: (Total Number of Hours) x ($5.15 per hour).

Volunteer time may only be utilized toward the Local Match Share total.

Type of Service Provided	Number of Volunteers	Total Number of Hours	X $5.15 per hour	Local Match
TOTAL VOLUNTEER HOURS		**TOTAL LOCAL MATCH**		**$**

TRAVEL

PROJECT TITLE:

APPLICANT AGENCY:

INSTRUCTIONS

1. Itemize travel expenses by event.
2. Under the **Item**, list the type of travel (local, in-state, out-state), location and reason for travel.
3. Under the **Basis for Cost Estimate**, supply information regarding total distance to be traveled, the rate per mile, total days of travel, daily subsistence allowance, and number of people traveling.
4. Justify in the narrative (under Budget Justification) why the travel is necessary for project execution and who will be traveling.
5. In training projects, where travel and subsistence of trainees is included, list the item separately and show the number of trainees and the allowance per trainee.
6. Tuition and registration fees for eligible training must be listed under the Supplies/Operations category.
7. Enter the costs in the **Total Cost** column.
8. The amount of mileage allowance shall not exceed 41.5¢ per mile and shall not exceed actual transportation fare where public common-carrier transportation is used (exclusive of first class accommodations.) Travel must be by the most direct practical route. Actual transportation expenses and the amount of meal charges shall not exceed the actual costs and must be reasonable. Lodging expenses will be reasonable. Local rules and regulations will apply if they are more restrictive than those mentioned above. Travel expenses will not be reimbursed until the travel has occurred

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST

State/Federal Share	$		
Local Match Share	$	**TOTAL TRAVEL COST**	$

EQUIPMENT

PROJECT TITLE :

APPLICANT AGENCY:

INSTRUCTIONS

1. Equipment is defined as tangible personal property having a useful life of more than one year.

2. Under the **Item** column, describe each type of equipment in terms of size, capability, etc.

3. Under the **Basis for Cost Estimate**, list the number of units of each type of equipment and provide a unit cost.

4. Under the **Total Cost** column, record the cost to be calculated as follows: (number of units) x (unit cost).

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST

State/Federal Share	$	**TOTAL EQUIPMENT COST**	$
Local Match Share	$		

SUPPLIES/OPERATIONS

PROJECT TITLE:

APPLICANT AGENCY:

INSTRUCTIONS

1. Under the **Item** column, list by type of supply or operational expense (i.e., office supplies, training materials, telephone, postage, etc.). Be as specific as possible.

2. Under the **Basis for Cost Estimate** column, list the cost per unit and the number of units requested.

3. Under **Total Cost** column, record the cost to be calculated as follows: (number of units) x (unit cost).

4. Tuition and registration fees for eligible training must be listed on this page. These fees will not be reimbursed until the training has occurred.

5. Please refer to the Certified Assurances pertaining to supplies and operating expenses for further information.

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST

State/Federal Share	$	**TOTAL SUPPLIES/ OPERATIONS COST**	$
Local Match Share	$		

CONTRACTUAL

PROJECT TITLE:

APPLICANT AGENCY:

INSTRUCTIONS

1. Under the **Nature of Service** column, describe the types of consultant services or contracts desired.

2. Under the **Basis for Cost Estimate**, enter the total amount of time to be used and the rate of compensation per unit of time. *In the narrative under budget justification, include statements justifying the rate of compensation per unit of time and the necessity for including the costs in the project budget.*

3. In the **Total Cost** column, record the costs to be calculated as follows: (amount of time) x (rate of compensation).

4. A copy of any contractual agreement made as a result of an award through this grant program must be forwarded to the Department of Public Safety. Any service that **does not** have a contractual agreement cannot be listed on this page.

5. Any contractual agreement entered into as a result of an award of contract by DPS must be for a time period within the contract period designated by DPS.

NATURE OF SERVICE	BASIS FOR COST ESTIMATE	TOTAL COST

State/Federal Share	$	**TOTAL CONTRACTUAL COST**	$
Local Match Share	$		

Residential Substance Abuse Treatment Program **Certified Assurances**	
Applicant Agency:	
Project Title:	

In addition to the general terms contained in the *Application Packet,* the applicant is also conditioned upon and subject to compliance with the following assurances:

1. The applicant assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by Title IV, Section 40121 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322; ***Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts;*** the ***OC Financial Guide;*** the ***Application Packet for the RSAT Formula Grant Program;*** and other applicable federal laws, orders, circulars or regulations.

2. The applicant agrees to maintain the records necessary to evaluate the effectiveness of the project.

3. The Applicant agrees to submit the appropriate reports as required in the Program Guidelines under **"Reporting Requirements"** for their project.

4. **Travel:** Expenditures for travel shall be supported and documented by signed travel vouchers. Hotel or motel receipts shall be attached. Maximum amounts cannot exceed the amounts approved in the budget for mileage, meals and other expenses.

5. **Equipment:** Expenditures for equipment shall be in accordance with the approved budget. All items of equipment shall be assigned an inventory number and be readily identifiable as being purchased with Missouri Department of Public Safety/*RSAT* funds. Any expenditure for the purpose of Automatic Data Processing (ADP) related equipment shall have the prior approval of the Missouri Department of Public Safety. Any expenditure in an amount over $50,000 for the purpose of ADP related equipment shall have the prior approval of the U.S. Department of Justice.

6. **Supplies/Operating Expenses**: 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. The titles of films, brochures, and other "miscellaneous items", not specifically outlined in the approved budget, shall be submitted to the Missouri Department of Public Safety, Office of the Director, for approval **prior** to purchasing same. No indirect costs will be allowed.

7. **Personnel:** the applicant assures that time, attendance records shall support any personnel costs, and that proper records shall be maintained to adequately substantiate time spent to carry out the specific objectives for which the contract was approved.

8. **Local Match Share**: The approved local match share shall be expended within the time period (the contract period) for which federal funds are available for expenditure under the approved contract. Records shall be maintained to show the amount and timing of the match. These records are subject to audit in the same manner and to the same extent as books and records dealing with federal funds.

Failure to provide the approved match may result in your agency being required to refund the federal share to the Missouri Department of Public Safety.

9. **Interest**: The applicant assures that federal funds will not be used to pay interest or any other financial costs. The applicant shall refund any interest earned on Federal funds to the Missouri Department of Public Safety.

10. **Budget Revisions**: **Prior** approval shall be received from the Missouri Department of Public Safety, Office of the Director, for certain changes in the budget as outlined below:

    a. Change in project site.

    b. Changes which increase or decrease the total cost of the project.

    c. Change of more than 10% of an existing line item within a budget category.

    d. Addition of a new line item in any budget category.

    e. Monetary changes to the Personnel Budget.

    f. Change in expenditure amounts from budget category to budget category.

    g. Change in or temporary absence of the Project Director or Authorized Official.

    h. Successor in interest and name change agreements.

    i. Change in scope of the programmatic activities or purpose of the project.

    If a budget or programmatic revision is required, the request for a change shall be submitted **at least 30 days prior** to the proposed change and at least **45 days prior** to the end of the contract period on a *Request to Revise the Budget* form. All affected budget pages and the *Application for Funding* page must be included.

11. **Contractual Services:** The applicant assures that the following general requirements will be followed when subcontracting for work or services contained in this proposal:

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

    b. A copy of all written contracts for contractual or consultant services shall be forwarded to the Missouri Department of Public Safety, Office of the Director, upon their ratification.

    c. Payments shall be supported by statements providing the services rendered and supporting the period covered.

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

    e. Individual rates cannot exceed $450.00 per day without prior approval from the U.S. Department of Justice.

12. **Procurement:** The applicant assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the applicant assures that all procurement transactions will meet the minimum standards set forth in the ***Missouri Department of Public Safety Financial and Administrative Guide for Contracts.***

13. **Sole Source Procurement:** When only one bid is received or only one vendor is contacted, the purchase is deemed to be a sole source procurement. Sole source procurement on purchases with an individual cost from $3,000.00 to $100,000 requires **prior** approval by the Department of Public Safety. In addition, sole source procurement for amounts in excess of $100,000 requires **prior** U.S. Department of Justice approval.

14. **Project Income:** The applicant agrees to account for project income generated by the activities of this contract, and shall report receipts and expenditures of this income on a Report of Project Income form. (Note: All project income shall be expended during the life of the contract).

15. The applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.

16. The applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall be used for criminal justice purposes only.

17. The applicant assures that federal block grant funds made available will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of federal funds, be made available for the activities of this project.

18. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.

19. **Audit**: The applicant agrees to provide an annual audit of their organization in accordance with the provisions of Office of Management and Budget Circulars applicable to their organization.

20. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require.

21. The applicant assures that it will comply, and all of its subcontractors will comply, with the non-discrimination requirement of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

22. The applicant assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs, U.S. Department of Justice.

23. The applicant assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEOP on file which meets the requirements therein.

24. The applicant assures that it will provide to the Missouri Department of Public Safety an EEOP, if required to maintain one, where the application is for $500,000 or more.

25. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certified that:

a). No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

b). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instruction.

26. If the applicant is a law enforcement agency, the applicant assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that “any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes.”

27. If the applicant provides funding under this contract to any law enforcement agency, the applicant assures that the law enforcement agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting, and Section 590.650, RSMo relating to racial profiling.

28. Debarment, suspension, and other responsibility matters (direct recipient): As required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510

    1) The applicant certifies that it and its principles:

        a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

        b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

        c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

        d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

    2) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

29. The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

30. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

31. An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year to year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

Failure to comply with any of the foregoing certified assurances could result in funds being withheld until such time as the contractor takes appropriate action to rectify the incident(s) of non-compliance.

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

_____ _____

Applicant Authorized Official **Date**

AUDIT REQUIREMENTS

If you are awarded funds through the Missouri Department of Public Safety, you **ARE** required to submit a copy of your agency's audit for the period covered by this contract.

⇒ An audit is required for the agency fiscal year, when **State** financial assistance, (which consists of funds received directly from the State of Missouri, but does not include federal pass-through funds), of **$100,000** or more is expended by the applicant agency.

⇒ An audit is required for the agency fiscal year, when **Federal** financial assistance, (which consists of funds received from the Federal Government or federal funds passed through state agencies), of **$500,000** or more is expended by the applicant agency.

⇒ No audit of any type is required when **STATE** financial assistance of less than $100,000 or **FEDERAL** financial assistance of less than $500,000 is expended. However, the recipient must maintain detailed records on grant activity required for such grants.

■■■

OFFERER'S CONTRACT EXPERIENCE

List the agency's prior experience in receiving and administering funds through **other** federal, state local, or private funding programs.

Previous Contract With:

Agency: _____ Address: _____

City: _____ State: _____ ZIP Code: _____

Person Familiar With Performance: _____

Title: _____ Telephone Number: _____

Description of Project:

Contract Period: From _____ To _____

Summary of Project Activities:_____

_____

_____

OFFERER'S CONTRACT EXPERIENCE

List the agency's prior experience in receiving and administering funds received through other federal, state or local grant programs.

Previous Contract With:

Agency: _____ Address: _____

City: _____ State: _____ ZIP Code: _____

Person Familiar With Performance: _____

Title: _____ Telephone Number: _____

Description of Project:

Contract Period: From _____ To _____

Summary of Project Activities:_____

_____

_____

REPORT OF EXPENDITURES AND CHECK PAYEE INFORMATION

The following information is necessary if your agency receives a contract from the Missouri Department of Public Safety

---

Name and address of the individual who will be responsible for completing the Monthly Report of Expenditures and Request for Reimbursement. ***(The Monthly Report of Expenditures and Request for Reimbursement will be mailed to this individual each month.)***

NAME: _____

AGENCY: _____

ADDRESS: _____

_____
(Include city, state, and zip)

TELEPHONE: _(_____)_____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

Check Payee Information - List the name and address of the check payee. Do not include an individual's name, ***only the name and address of the agency to which the check must be made payable. (Example: City of Jefferson City, not Jefferson City Police Dept.)***

AGENCY: _____

ADDRESS: _____

_____
(Include city, state, and zip)

Name and address of the individual to whom the check needs to be mailed. ***(The check will be mailed directly to this individual each month.)***

NAME: _____

AGENCY: _____

ADDRESS: _____

_____
(Include city, state, and zip)

TELEPHONE: _(_____)_____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

MISSOURI DEPARTMENT OF PUBLIC SAFETY
Financial and Administrative Guidelines for Contracts

I. AWARD AND ACCEPTANCE OF CONTRACT

A. Award of Contract

After completion of the review process, contract applications designated for approval are formally awarded by the Missouri Department of Public Safety in the form of the ***Award of Contract*** document **(APPENDIX A**). This award identifies the Missouri Department of Public Safety (Administrative Agency), the Applicant Agency (Contractor), the Contract Period, amount of federal funds, and the Contract Number. As appropriate, Special Conditions are included which the Contractor shall meet if the award is accepted. All correspondence concerning the award shall refer to the designated Contract Number shown on the ***Award of Contract*** document.

B. Acceptance of Award

The ***Award of Contract*** constitutes a contractual agreement between the Missouri Department of Public Safety and the Contractor for use of federal funds in the implementation of the project covered by the award as outlined on the Application for Funding form and in the Narrative Work Program. This contractual agreement may be terminated without further cause if the Contractor fails to affirm its acceptance of the award by signing and returning the ***Award of Contract*** to the Missouri Department of Public Safety **WITHIN 45 DAYS** from the date of award. No federal funds shall be disbursed to the Contractor until the signed acceptance has been received by the Missouri Department of Public Safety.

C. Cancellation Conditions

If a project is not operational within **60 DAYS** of the contract starting date, the Contractor shall report by letter to the Missouri Department of Public Safety the steps taken to initiate the project, the reasons for delay, and the expected starting date. If a project is not operational within **90 DAYS** of the contract starting date, <u>the Contractor shall submit a second statement to the Missouri Department of Public Safety explaining the implementation delay. Upon receipt of the 90-day letter, the Missouri Department of Public Safety may decide to continue the contract or cancel the project.</u>

II. PAYMENT AND REPORTING OF FUNDS

A. Report of Expenditures and Request for Reimbursement

Contractors will be required to verify, on a monthly basis, actual cash expenditures and request reimbursement for it. The ***Monthly Report of Expenditures and Request for Reimbursement*** **(APPENDIX B)** is mailed to the Contractor on a monthly basis with the due date being the tenth (10th) day of each month. The ***Monthly Report of Expenditures and Request for Reimbursement*** is used by the Missouri Department of Public Safety to process checks sent out to the Contractor for reimbursement of expenditures. <u>Failure to submit the required report on a monthly basis, by the due date, will result in delay of re-imbursement or can result in cancellation of the contract.</u>

B. Obligated Funds

Funds are considered obligated by a Contractor when a legal liability to pay determinable sums for services or goods is incurred, which will require payment during the same or future period. When a purchase order is issued, funds are considered obligated. All funds shall be obligated by the contract period ending date. Any funds not properly obligated within the contract period will lapse and revert to the Missouri Department of Public Safety. Travel

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

C. Expended Funds

Funds are considered to be expended when payment is made. Funds which have been properly obligated by the end of the contract period will have **90 days** in which to be expended. Any funds not expended at the end of that 90-day period will lapse and revert to the Missouri Department of Public Safety.

III. REPORTING REQUIREMENTS FOR REVISIONS

A. Budget Revisions

Contractors shall make a written request for approval from the Missouri Department of Public Safety for major program changes at least 30 days prior to the proposed change. **Prior** approval shall be received from the Missouri Department of Public Safety, Office of the Director, for certain changes in the budget as outlined below :

1. Change in project site.
2. Changes which increase or decrease the total cost of the project.
3. Change of more than 10% of an existing line item within a budget category.
4. Addition of a new line item in any budget category.
5. Change in expenditure amounts from budget category to budget category.
6. Change in or temporary absence of the Project Director or Authorized Official.
7. Successor in interest and name change agreements.
8. Change in scope of the programmatic activities or purpose of the project.
9. The addition of an item to the project budget.
10. A change in project activities as set forth in the approved Narrative Work Program.

IV. PROCUREMENT POLICY

A. Allowability of Costs

The Missouri Department of Public Safety has included allowable and unallowable costs in the ***Program Guideline***s. The U.S. Department of Justice Financial Guide and ***Office of Management and Budget (OMB) Circular A-87,*** "Cost Principles for State and Local Governments" and ***OMB Circular A-122,*** "Cost Principles for Nonprofit Organizations" provide the principles utilized in the establishment of the allowable and unallowable costs. OMB Circulars are guides for all federal grants. For requirements specific to this program, please refer to the ***Program Guidelines*** contained in this Application Packet.

If the Contractor is uncertain as to the allowability of a cost, please contact the respective Program Manager with the Missouri Department of Public Safety for clarification.

B. Procurement of Costs

It shall be determined that the item to be purchased is an approved budget item (approved by the Missouri Department of Public Safety and shown in the application), that the necessary prior approval has been obtained, that no other item owned by the Contractor is available for the purpose, and that sufficient funds are in the budget. All Contractors shall adhere to the procurement standards contained in the OMB Circulars applicable to their organization as listed below:

1) **State and Local Governments – Common Rule**
   – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 28 CFT Part 66.

2) **Nonprofit Organizations – OMB Circular A- 110**,
Uniform Administration Requirements and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations.

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

1) All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
2) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
3) Where only one bid or positive proposal is received, it is deemed to be a sole source procurement. Sole source procurement on amounts from $3000 to $100,000 requires prior approval form the Missouri Department of Public Safety. Sole source procurement of items costing $100,000 or more requires prior U.S. Department of Justice approval
4) Items costing less than $3,000 may be purchased with prudence on the open market.
5) All purchases estimated to cost between $3,000 but less than $24,999, shall be competitively bid, but need not be solicited by mail or advertisement.
6) All purchases with an estimated expenditure of $25,000 or over shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.

C. Contract Requirements

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

1) All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided which shall not exceed the length of the contract period.
2) A copy of all written contracts for contractual or consultant services shall be forwarded to the Missouri Department of Public Safety upon their ratification.
3) Payments shall be supported by statements outlining the services rendered and supporting the period covered.
4) Any contract or agreement for service of $3,000 or more, which is not entered into as a result of competitive bidding procedures (or if only one bid is received) shall receive prior approval from the Missouri Department of Public Safety.

V. PROPERTY

A. Definitions

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

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

B. Title

Initially, title to property acquired in whole or in part with federal funds in accordance with an approved project budget shall be vested in the Contractor, as long as said property is used for the purposes of the project. When the property is no longer used for project purposes, the Contractor shall notify the Missouri Department of Public Safety for final disposition instructions.

C. Record Requirement

The Contractor will be required to maintain property management records. At a minimum, property management records maintained by the Contractor shall meet the following requirements:

1) Records shall contain copies of the purchase order and invoice.
2) The records shall include an inventory control listing for nonexpendable property. The inventory control list must be reasonably current. The system may be manual or automated, centralized or decentralized. The record shall contain:
   a. Item description;
   b. Source of property;
   c. Manufacturer's serial number and, if applicable, a control number;
   d. Federally funded cost equity at time of acquisition;
   e. Acquisition date and cost;
   f. Location, use, and condition of property;
   g. Ultimate disposition data including sale price or the method used to determine current fair market value.
3) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated, fully documented, and made part of the contract file.
4) Adequate maintenance procedures shall be established to keep the property in good condition.

D. Inventory Record Retention

Records for nonexpendable property acquired with federal funds shall be retained for three years **after final disposition of property.**

E. Disposition of Personal Non- expendable Property

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

a. Items with a current per unit fair market value of less than $5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Department of Public Safety.

b. Items with a current per unit fair market value in excess of $5,000 may be retained or sold and the Department of Public Safety shall have a right to an amount calculated by multiplying the current market value or proceeds from the sale by the Department of Public Safety's share of the equipment. The seller is also eligible for sale costs.

c. In cases where a contractor fails to take appropriate disposition actions, the Department of Public Safety may direct the contractor to take other disposition actions.

F. Intangible Property

Copyrights – Where Department of Public Safety programs produce original books, manuals, films or other copyrightable material , the Contractor may copyright such, but the administration reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to publish and use such materials.

Patents – If any discovery or invention arises or is developed in the course of or as a result of work performed in a Contractor's project, the Contractor shall refer the discovery or invention to the U.S. Department of Justice which will determine whether or not patent protection will be sought, how any rights therein, including patent rights, will be disposed of and administered, and the necessity of other action required to protect the public interest in work supported with federal funds, all in accordance with the "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, February 18, 1983).

VI. ACCOUNTING SYSTEM AND FINANCIAL RECORDS

A. Accounting Systems

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

1) Present and classify costs of the contract as required for budgetary and evaluation purposes;

2) Provide cost and property control to assure optimal use of federal funds;

3) Control funds and other resources to assure that the expenditure of funds and use of property are in compliance with any general or special conditions of the contract;

4) Meet the deadlines for submission of financial reporting information as needed for control and evaluation of all contract costs.

B. Total Cost Budgeting and Accounting

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

C. Contractor Responsibilities

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

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

1) Reviewing Financial Operations;
2) Recording Financial Activities;
3) Budgeting and Budget Review;
4) Accounting for Non-state Contributions and Non-federal contributions;
5) Audit Requirements;
6) Reporting Irregularities.

D. Record Retention

Records of the Contractor, including books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records are to be retained for a period of three years pursuant to the following:

1) The retention period starts from the date of submission of the final Report of Expenditures or from the submission of the audit for the contract period covered.
2) Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under a contract or subcontract, whether they are employed full-time or part-time.
3) Records shall be retained beyond a three-year period if an audit is in progress and/or the findings of a completed audit has not been resolved. If an audit is completed and the findings are resolved prior to the three-year period, records will be retained until the end of the three-year period.
4) If state or local law requires a longer period of retention, access to the records will be allowed for purposes of audit.
5) The financial records shall be kept in an orderly manner and be available for audit purposes to the Missouri Department of Public Safety.
6) Contractors are responsible for protecting their records against fire, theft, or other possible damages.

VII. MONITORING

A. Monitoring Requirements

The Missouri Department of Public Safety is required to complete a monitoring report at least once during the contract period. Additional monitoring will be conducted as needed.

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

B. Monitoring Purpose

Monitoring of all programs funded through the Missouri Department of Public Safety is designed to provide assistance to the Contractor both from a technical and programmatic standpoint, as well as, to provide the Missouri Department of Public Safety with the necessary information to ensure the Contractor's compliance with state and federal guidelines. This monitoring report will also be used as a tool for determining the progress of the project in achieving its outlined goals and objectives.

C. Monitoring Information Required

The following information and records will be required and reviewed at the time the monitoring report is conducted:

1) A brief summary of project activities to measure the performance of the project to date;
2) A list of project expenditures including both the local match and federal funds spent along with copies of invoices and travel vouchers;
3) Copies of bid records to verify compliance with local and/or state procurement policies;
4) An inventory listing including items with a unit cost of $250 or more purchased under the contract;
5) Copies of time records for any personnel funded by the contract or used as local match under the contract (a suggested format is included as **APPENDIX E**);
6) A copy of any written operational procedures developed for the project; and
7) Other information pertinent to the federally funded project.

VIII. AUDIT REQUIREMENTS

A. Audit Responsibilities

All Contractors are required to comply with the audit requirements contained in **OMB Circular A-128**, "Audits of State and Local Government" or **OMB Circular A-133**, "Grants and Agreements with Institutions of Higher Education and Other Nonprofit Organizations". The required audits are to be on an organization wide basis as opposed to a grant-by-grant basis. All Contractors are further required to include in the audit report a schedule of federal assistance showing the total expenditures of each grant program. The schedule should include:

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

B. State and Local Units of Government

If an organization expends $300,000 or more in federal funds in a year, the organization shall have an audit performed in accordance with **OMB Circular A-13**3, as amended.

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

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

C. Technical Assistance

The Office of Inspector General, Department of Justice, is available to provide technical assistance to contractors in implementing the audit requirements. The assistance is available for areas such as:

1) Review of the audit arrangements and/or negotiations;
2) Review of the audit program or guide to be used for the conduct of the audit.

IX. GENERAL CONTRACT REQUIREMENT

A. Unallowable Costs

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

1. Real Property Acquisition;
2. Honoraria;
3. Indirect costs of conferences, symposia, and workshops including entertainment, sports, visas, passport charges, tips, bar charges, beverages, personal telephone calls, or laundry charges;
4. Bonuses or commissions;
5. Lobbying;
6. Cost of fundraising;
7. Military type equipment;
8. Compensation of federal employees;
9. Travel of federal employees.

B. Printing and Publicity

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

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

"This project was supported by funding made available through the Edward Byrne Memorial State and Local Law Enforcement Grant Program administered by the U.S. Department of Justice and the Missouri Department of Public Safety, Office of the Director."

C. Termination of Contracts

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

D. Criminal Penalties

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property which Is the subject of a grant or contract or other form of assistance, whether received directly or indirectly from the Missouri Department of Public Safety or the U.S. Department of Justice shall be fined not more than $10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance shall be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any justice program or project underwritten, in whole or in part, by any grant or contract of other form of assistance, whether received directly or indirectly from the Missouri Department of Public Safety or U.S. Department of Justice shall be subject to the provisions of Section 371 of Title 18, United States Code.