MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director

Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY

OFFICE OF THE DIRECTOR

March 6, 2024

BRIAN PLATT
KANSAS CITY MISSOURI, LAW DEPARTMENT

Re: **Subaward Numbers:** **2024-VAWA-047 and 2024-VAWA-048**
Project Title: **Kansas City Prosecutor's Domestic Violence Program**

Dear Mr. Platt:

On behalf of Director Sandra Karsten, it is my pleasure to inform you that the Department of Public Safety has approved your application for funding under the 2024-2025 STOP Violence Against Women Act (VAWA) grant program in the amount of **$303044.01.**

This subaward is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, and resolution of all interim audit findings.

Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the subaward will be subject to termination for cause, or other administrative action as appropriate. You are strongly encouraged to review the Certified Assurances thoroughly prior to accepting the award.

NEW: Electronic Signatures are Acceptable. The Authorized Official and Project Director may sign the documents with a handwritten signature or a digital signature. Stamped signatures are not acceptable. ALL SIGNATURE FIELDS MUST BE COMPLETED ON THE SUBAWARD AND THE CERTIFIED ASSURANCES. The Authorized Official must also initial each page of the Certified Assurances.

Change of Contact Information. If there has been a change in either the Authorized Official or the Project Director since the date the application was submitted, you are required to notify DPS of the correct information in an email to cvsu@dps.mo.gov.

To accept this subaward, the following documents must be properly signed and submitted to DPS-OVC no later than **14 days from the date of this letter**:

- ❑ Subaward Document Number ***2024-VAWA-047***
- ❑ Subaward Document Number ***2024-VAWA-048***
- ❑ The Certified Assurances document.
  IMPORTANT: Each page of this document must be initialed by the Authorized Official.
- ❑ If applicable, official notice of any contact information changes since the time of application.

In an effort to fully expend existing federal funds that were unexpectedly deobligated by subrecipients, DPS OVC is issuing two subaward documents for this project. You will receive detailed instructions from your Grant Officer once your project is moved to "Underway" status.

Both Subaward documents need to be signed and returned along with the Certified Assurances.

DO NOT SEND A PRINTED COPY OF YOUR VAWA APPLICATION

IMPORTANT: The above referenced documents can be scanned and emailed to cvsu@dps.mo.gov. Make sure to include both Subaward Numbers in the subject line. If you prefer to mail the originals, please mail to:

Missouri Department of Public Safety
Attn: Office for Victims of Crime-ATTN: Grants
PO Box 749
Jefferson City, MO 65102

If you are unable to meet this deadline, contact us at 573-526-1464 or cvsu@dps.mo.gov.
PLEASE DO NOT OVERNIGHT OR EXPRESS MAIL YOUR DOCUMENTS.

You will be notified via the WebGrants system when a signed copy of the fully executed Subaward Documents, Certified Assurances, and/or Special Conditions (if applicable) are available for you to download for your records.

This subaward is not final until fully executed by the Missouri Department of Public Safety.

Congratulations! The Office for Victims of Crime team looks forward to working with you!

Sincerely,

Connie Berhorst, Program Manager
Office for Victims of Crime

cc: Jenna Phelps

Attachments

The Missouri Department of Public Safety is an equal opportunity employer and agency. Those with limited English proficiency or who need auxiliary aids or other services can contact dpsinfo@dps.mo.gov. For Relay Missouri, please dial 711.
For TTY/TDD please dial (800) 735-2966.

MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

P.O. Box 749
Jefferson City, MO 65102
Phone: (573) 751-4905

Subrecipient Name:		**Subrecipient UEI Number:**
Kansas City Missouri, Law Department		TYUJS9RX5LU5
DPS Funding Opportunity Title:	**Project Period Start Date:**	**Project Period End Date:**
2024-2025 STOP Violence Against Women (VAWA)	January 1, 2024	December 31, 2024
Project Title:		**Subaward Number:**
Kansas City Prosecutor's Domestic Violence Program		2024-VAWA-047

Project Description:

The Domestic Violence Program is seeking funding for critical positions to continue to provide services to victims. These positions will provide services to victims by holding offenders accountable and expanding the Program's network of community resources to provide services for victim's ongoing needs.

Subaward Total:	**CFDA Number**
$154079.670	16.588
Research and Development Project:	**Indirect Cost Rate for Federal Award:**
No	N/A

Name of Federal Awarding Agency:

Department of Justice
Office on Violence Against Women

Name of State Administering Agency (SAA):	**SAA Federal Award Number and Award Date:**
Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102	2020-WF-AX-0023, 09/17/2020 15JOVW-21-GG-00529-STOP, 09/13/2021

This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.

The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.

Subrecipient Authorized Official (AO) Name:		**Subrecipient Project Director (PD) Name:**	
Brian Platt City Manager		Jenna Phelps DV Program Director	
Subrecipient AO Signature:	**Date:**	**Subrecipient PD Signature:**	**Date:**

This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.

Authorized Official, Missouri Department of Public Safety	**Subaward Date**
	01/01/2024

MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

P.O. Box 749
Jefferson City, MO 65102
Phone: (573) 751-4905

Subrecipient Name:		**Subrecipient UEI Number:**
Kansas City Missouri, Law Department		TYUJS9RX5LU5
DPS Funding Opportunity Title:	**Project Period Start Date:**	**Project Period End Date:**
2024-2025 STOP Violence Against Women (VAWA)	January 1, 2024	December 31, 2025
Project Title:		**Subaward Number:**
Kansas City Prosecutor's Domestic Violence Program		2024-VAWA-048

Project Description:

The Domestic Violence Program is seeking funding for critical positions to continue to provide services to victims. These positions will provide services to victims by holding offenders accountable and expanding the Program's network of community resources to provide services for victim's ongoing needs.

Subaward Total:	**CFDA Number**
$148964.34	16.588
Research and Development Project:	**Indirect Cost Rate for Federal Award:**
No	N/A

Name of Federal Awarding Agency:

Department of Justice
Office on Violence Against Women

Name of State Administering Agency (SAA):	**SAA Federal Award Number and Award Date:**
Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102	15JOVW-21-GG-00529-STOP, 09/13/2021 15JOVW-22-GG-00432-STOP, 09/13/2022

This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.

The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.

Subrecipient Authorized Official (AO) Name:		**Subrecipient Project Director (PD) Name:**	
Brian Platt City Manager		Jenna Phelps DV Program Director	
Subrecipient AO Signature:	**Date:**	**Subrecipient PD Signature:**	**Date:**

This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.

Authorized Official, Missouri Department of Public Safety	**Subaward Date**
	01/01/2024

MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

STOP Violence Against Women Act (VAWA)
2024-2025 CERTIFIED ASSURANCES

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

General:

1. **Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors as applicable, shall comply, with the applicable provisions of the STOP VAWA Notice of Funding Opportunity, the **DPS Financial and Administrative Guide**, the **DPS Subrecipient Travel Guidelines**, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDPA) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.

2. **Compliance Training:** As a recipient of federal and/or state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

3. **System for Award Management (SAM):** The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique 5 character CAGE Code consisting of numbers and letters.

4. **Non-Supplanting:** The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

5. **Change in Personnel**: The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact.

6. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

7. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

8. **Criminal Activity**: The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

9. **Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:

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

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

Mail:	Office of Inspector General U.S. Department of Justice, Investigations Division 1425 New York Avenue, N.W., Suite 7100 Washington, D.C. 20530
DOJ OIG Hotline:	(800) 869-4499 or Fax: (202) 616-9881

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

Mail:	Missouri Department of Public Safety Office of the Director Attn: Crime Victim Services Unit P.O. Box 749 1101 Riverside Drive Jefferson City, MO 65102-0749
Email:	cvsu@dps.mo.gov
Phone:	(573) 526-1464 or Fax: (573) 751-5399

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

10. **Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or subcontractor 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, the Missouri Department of Public Safety, or other agency authorized to receive such information.

    The foregoing is not intended, and shall not be understood by the Subrecipient, 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 non-disclosure of classified information.

    In accepting this subaward, the Subrecipient:

    a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and

    b. Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

11. **Protection from Reprisal for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.

12. **Lobbying:** The Subrecipient understands and agrees that, in general, it cannot use any federal funds, 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. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

    As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures the following:

    a. No federal appropriated funds may be paid, by or on behalf of the Subrecipient, 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 the making of any federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

    b. If the Subrecipient's request for federal funds is in excess of $100,000, and 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 Subrecipient shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

13. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the provisions of the Federal Fair Labor Standards Act (FLSA) and/or all Missouri labor laws as applicable. See Missouri Department of Labor and Industrial Relations (MODOLIR).

14. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

    In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

15. **Employment Eligibility Verification:** The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

16. **Human Trafficking:** The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.

17. **Minors:** The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient 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 OVW website at https://www.justice.gov/ovw/page/file/1202141/download

18. **Relationship:** The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

19. **Texting While Driving**: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

20. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

    The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The Subrecipient's policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance programs; and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail:	Missouri Department of Public Safety Office of the Director Attn: Crime Victim Services Unit P.O. Box 749 1101 Riverside Drive Jefferson City, MO 65102-0749
Email:	dpsinfo@dps.mo.gov

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
   3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

21. **ACORN:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

22. **Computer Networks:** The Subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement or victim assistance-related activity.

Civil Rights:

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color,

national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In addition, pursuant to 34 U.S.C. § 12291(b)(13), the Subrecipient acknowledges that recipients of OVW awards are prohibited from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identify, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Subrecipients may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

2. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.

3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit https://www.lep.gov/.

4. **Equal Employment Opportunity Plan (EEOP):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of $25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

   If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEOP obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

   To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit https://ojp.gov/about/ocr/eeop.htm.

5. **Using Arrest and Conviction Records for Employment Decisions:** The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

   Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact

based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

6. **Finding of Discrimination:** The Subrecipient 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 Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).

7. **Unlawful Employment Practices**: The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

8. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

9. **Faith-Based Organizations:** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation titled "Partnerships with Faith-Based and Other Neighborhood Organizations". The regulation prohibits faith-based organizations from using funds under this subaward to fund inherently (or explicitly) religious activities, such as worship, religious instruction, or proselytization. Subrecipients may still engage in inherently religious activities, but such activities must be separate, in time or location, from the program or services funded under this subaward, and participation in such activities by individuals receiving services from the subaward must be voluntary. The regulation also prohibits Subrecipients from discriminating in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, visit https://ojp.gov/about/ocr/equal_fbo.htm.

Financial:

1. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

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

3. **Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

4. **DOJ Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Programs (DOJ) Financial Guide.

5. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the STOP VAWA Notice of Funding Opportunity. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased with funds under this subaward shall be used for approved project purposes only.

6. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the STOP VAWA Notice of Funding Opportunity. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

7. **Program Income:** The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.

8. **Procurement:** The Subrecipient 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 Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the *DPS & CVSU Financial and Administrative Guidelines* and identified here:

    a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.

    b. Purchases to a single vendor totaling less than $10,000 may be purchased with prudence on the open market.

    c. Purchases estimated to total between $10,000 but less than $100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

    d. Purchases with an estimated total of $100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.

    e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.

    f. Sole source procurement on purchases to a single vendor of $10,000 and over requires prior approval from the Missouri Department of Public Safety.

9. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

10. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

11. **Debarment/Suspension:** The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, 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 subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

    c. Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliancereporting@usdoj.gov, and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;

    d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

    e. Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

12. **Audit**: The Subrecipient agrees to comply with the organizational audit requirements of DOJ Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend $750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.

13. **Compensation**: The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

14. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

15. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds

awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Subrecipient, if providing services to victims of domestic and/or sexual violence and their children through this subaward, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence (MOCADSV) Standards for Domestic Violence Programs and/or Standards for Sexual Violence Programs, as they relate to the provision of services required herein.

2. **Services to All Other Victims of Crime:** The Subrecipient, if not primarily providing services to victims of domestic and/or sexual violence through this subaward, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.

3. **Coordination of Activities:** The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.

4. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "STOP VAWA Notice of Funding Opportunity". This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the U.S. Department of Justice, Office of Justice Programs or Office of Violence Against Women. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

5. **Publications:** The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "*This project was supported by Subgrant No._____awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP VAWA Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice.*"

6. **Client-Counselor Confidentiality:** The Subrecipient assures that they will maintain confidentiality of client-counselor information as required by state and federal law.

7. **Code of Professional Ethics:** The Subrecipient shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Subrecipients.

8. **Victims' Rights Compliance:** The Subrecipient assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance)

9. **Criminal or Civil Filings:** The Subrecipient assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, dismissal, withdrawal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.

10. **Forensic Medical Exams:** The state or territory or another governmental entity must incur the full out of pocket cost of forensic medical exams for victims of sexual assault. The state or territory must coordinate with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to victims. No state or territory or other governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam.

11. **Consultation with Victim Services:** Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

12. **Nondisclosure of Confidential or Private Information:** Subrecipients may not disclose personally identifying information or individual information collected in connection with services requested, utilized, or denied without a written release unless the disclosure of the information is required by a statutory or court mandate. This applies whether the information is being requested for a Department of Justice grant program or another Federal agency, State, tribal, or territorial grant program. This provision also limits disclosures by subgrantees to grantees, including disclosures to Statewide or regional databases.

13. **Breach of Personally Identifiable Information:** The subrecipient assures it has written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Department of Public Safety no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

14. **Victim eligibility for services:** Victim eligibility for direct services is not dependent on the victim's immigration status.

15. **Workplace-Related Sexual misconduct, Domestic Violence, and Dating Violence:** Subrecipient must create a policy to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/page/file/1295756/download

16. **Historic Preservation Act:** Subrecipients must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.

17. **Time Records Requirement:** The Subrecipient assures that, **all** project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

18. **Claims Schedule:** The Subrecipient assures that Claims for Reimbursement and all required supporting documentation will be submitted via WebGrants by the 5th of each month. If the specified due date falls on a weekend or holiday, the Claim for Reimbursement must be received by the first working day after the weekend or holiday. Claims for Reimbursement submitted after deadline may not be processed until the following month. Claims for Reimbursement are due each month whether or not any funds were expended.

    Claims for Reimbursement will be submitted within 60 days of the time the expense was incurred. DPS reserves the right to deny reimbursement of any expense that falls outside the 60 day

requirement, is not identified in the approved budget, or is unallowable. Final expenses must be submitted within 35 days of the end of the contract period.

Failure to submit the required forms and supporting documentation on time shall be considered a failure to adhere to the terms of the Subaward and may result in the delay of reimbursement and/or termination of the subaward contract.

19. **Claims with Errors:** Subrecipients assure that accurate claims will be submitted. If a Claim is submitted with errors, the Claim may be negotiated for corrections. If the errors are not corrected after two (2) negotiations, the Claim may be withdrawn and not paid. If a Claim is withdrawn due to errors, a correspondence will be sent to the Authorized Official and Project Director.

20. **Annual Performance Report:** The Subrecipient agrees to provide information on the activities supported and an assessment of the effects that the VAWA victim assistance funds have had on services to crime victims for a one year period. That period will January 1 through December 31. This information will be submitted annually on the DPS "VAWA Annual Performance Report" no later than 30 days following the end date of the reporting period each year.

21. **Match:** State and local units of government are required to provide matching funds at a minimum of 25% of the total project cost or the amount of matching funds approved in the project budget, whichever is higher. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP VAWA program funds and must be expended within the Subaward performance period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider; however, victim service providers may voluntarily provide match. Subrecipients are required to maintain a record of accounting of any match funds related to project and make such record available to the Missouri Department of Public Safety upon request.

22. **Financial Statements:** All non-profit subrecipients of STOP VAWA funding under this award are required to make their financial statements available online (either on the Missouri Department of Public Safety's, the subrecipient's, or another publicly available website). DPS will consider subrecipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

The Subrecipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the Notice of Funding Opportunity packet.			
Agency Name:		**Contract Numbers:**	
Kansas City Missouri, Law Department		2024-VAWA-047 and 2024-VAWA-048	
Applicant Authorized Official (AO):	**Date:**	**Applicant Project Director (PD):**	**Date:**
Brian Platt City Manager		Jenna Phelps DV Program Director	
Applicant Authorized Signature		**Applicant Project Director Signature**	

SPECIAL CONDITIONS APPLICABLE TO LAW ENFORCEMENT AND/OR PROSECUTORS:

1. **Uniform Crime Reporting (UCR)**: The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.

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

3. **Federal Equitable Sharing Funds:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

4. **Custodial Interrogations:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

5. **DWI Law – Law Enforcement:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

6. **DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor's office or municipal prosecutor's office, its county prosecutor's office or municipal prosecutor's office is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

7. **Polygraph/Voice Stress Analysis:** The subrecipeint assures that no law enforcement officer**,** prosecuting or circuit attorney, or other governmental official, shall ask or require an adult, youth, or child victim of an alleged sex offense as defined under Chapter 566 RSMo to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense.