

**Missouri Department of Department of Social
Services, Division of Finance and
Administrative Services, VOCA Unit**



***VOCA Financial and Administrative Guide for
Subrecipient Agencies***

I. SUBRECIPIENT AND ACCEPTANCE OF CONTRACT

A. Subrecipient Agency

Following completion of the application review phase, the Missouri Department of Social Services awards funds to approved applicants by issuing a contract.

For VOCA subrecipient agencies, the *contract* identifies the following data elements: Subrecipient agency Name, Subrecipient agency DUNS Number, DSS Funding Opportunity, Project Period Start Date, Project Period End Date, Contract Number, Contract Total, Categorical Budget totals, CFDA Number and Name, Name of Federal Awarding Agency, Federal Award Date, Name of State Administering Agency (SAA), SAA Federal Award Number(s).

As appropriate, special conditions, and/or any other program specific guidelines, which the Subrecipient Agency must meet if the contract is accepted, are included with the contract documents either in hardcopy or by reference within the contract. All communication concerning the contract shall refer to the designated contract number.

B. Acceptance of the Contract

The *contract* constitutes an agreement between the Missouri Department of Social Services (DSS) and the Subrecipient Agency for use of federal in the implementation of the project outlined in the approved. The *contract* may be terminated without further cause if the Subrecipient Agency fails to confirm its acceptance of the contract by signing and returning the *required* documents, to DSS Procurement within 45 DAYS from the date of issuance of the *contract*.

No VOCA funds shall be disbursed to the Subrecipient Agency until DSS has received the properly signed contract and other required documents, , and the contract is fully executed by signature of the Authorized Official of DSS.

C. Authorization of the Contract

A final, fully executed copy of the *contract* and any related documents, as applicable, will be made available to Subrecipients following signature from the Authorized Official of DSS

D. Project Implementation

If a project is not operational within 60 DAYS of the project period start date, the Subrecipient Agency must email DSS to notify the Department of the steps taken to initiate the project, the reason(s) for delay, and the expected starting date.

If a project is not operational within 90 DAYS of the project period start date, the Subrecipient Agency must submit a second email to DSS explaining the implementation delay.

Upon receipt of second said notification, DSS may decide not to continue with the funding of the subrecipient agency and to terminate the contract.

II. ELECTRONIC SIGNATURE

A. Veracity/Validity of Information

The application and many of the grant documents may contain an electronic signature. This electronic signature, which is the typed name of the Subrecipient Agency's Authorized Official in lieu of an original signature, assures the veracity of all information provided in any such application or grant document.

B. Legally Binding

In addition, the typed name of the Subrecipient Agency's Authorized Official, the electronic or original signature represents the Subrecipient Agency's legally binding acceptance of the terms and conditions of all documents pertaining to VOCA.

Therefore, by inserting such electronic signature, the Subrecipient Agency acknowledges and understands that failure to comply with any of the grant guidelines will result in suspension of the contract until appropriate action is taken to rectify any incident(s) of non-compliance; or could result in the forfeiture of all funding.

III. POST-AWARD TRAINING

A. Compliance Training

As a recipient of funding from DSS, the Subrecipient Agency is required to participate in any Compliance Training hosted by DSS directly related to the contract.

Compliance Training may be hosted in-person or as a webinar to provide contract information to include, but not limited to, acceptance, project implementation, reporting requirements, contract changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, procurement standards, accounting responsibilities and other relevant information deemed appropriate by DSS.

IV. PAYMENT AND REPORTING REQUIREMENTS

A. Invoicing

Subrecipient Agencies must submit, on a monthly basis, actual cash expenditures and request reimbursement for such expenditures. The invoice is used by DSS to process payment to the Subrecipient Agency for reimbursement of expenditures. Verification documentation for invoiced expenses must be retained in full by the subrecipient agency as it is subject to monitoring or audit by DSS or appropriate federal partners.

Invoices, may in some circumstances be subject to due dates. Invoices received after the specified due date may not be processed, and any remaining funds will revert back to DSS and/or the U.S. Department of Justice.

Failure to submit the required invoices may be considered as failure to adhere to the contract and will result in the delay of reimbursement for invoices and/or termination of the contract.

B. Obligation of Funds

Funds are considered obligated by a Subrecipient Agency 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.

All funds must be obligated by the project period end date. Any funds not properly obligated within the project period will lapse and revert to DSS and/or the U.S. Department of Justice.

For example:

1. When an appropriately signed purchase order is issued, funds are considered obligated.

C. Expenditure of Funds

Funds are considered to be expended when payment is made. Only properly obligated and then expended funds may be claimed for reimbursement.

Funds that have been properly obligated by the end of the project period will have up to 70 DAYS, , in which to be expended. Any funds not expended at the end of the program specific designated due date will lapse and revert to DSS and/or the U.S. Department of Justice.

D. Status Reports

Subrecipients will be required to submit quarterly and annual reports as well as monitoring reports detailing statistical and/or narrative information, as relative to the project funded by VOCA. These reports will have due dates assigned by DSS in order to comply with DOJ timelines. Reports must be received by DSS no later than the date designated or invoices will be suspended from payment. If said specified due date falls on a weekend or holiday, the deadline is extended to the first working day after the weekend or holiday.

Failure to submit the required Status Reports on time will be considered as failure to adhere to the contract and will result in the delay of reimbursement of invoices and/or termination of the contract.

V. Contract Revisions and Adjustments

A. Contact Information Revisions

Subrecipient Agencies shall submit a request, for any changes in personnel during the project period. Contact information revisions include, but are not limited to, changes as outlined below:

1. Change in or temporary absence of the Authorized Official, Project Director, Fiscal Officer, Officer in Charge, Contact Person, and/or Board Chair.
2. Change in mailing address or contact information of the Authorized Official, Project Director, Fiscal Officer, Officer in Charge, Contact Person, and/or Board Chair.
3. Change in VOCA funded staff.

B. Budget Revisions

Subrecipient Agencies may make a request, for approval from DSS for major budget revisions at least 30 days prior to the proposed change taking effect, and at 60 days prior to the project period end date of a contract. Budget revisions are accomplished via a written contract amendment from DSS.

Budget revisions will not be retroactive unless there are extenuating circumstances presented and they have received written prior approval. A contract amendment is required for *any* changes in the budget that move more than ten percent (10%) of the total award between budget categories:

A copy contract amendment will be provided to the Subrecipient Agency following full execution by signature of the Authorized Official of DSS.

C. Program Revisions

Subrecipient Agencies may make a request, for approval from DSS for any major program revisions at least 30 days prior to the proposed change taking effect, 60 days (prior to the project period end date. Program revisions are accomplished via written contract amendment from DSS.

Program revisions will not be retroactive. Prior approval must be received from DSS for certain program revisions as indicated, but not limited to below:

1. Change in project site or service area.
2. Change in scope of programmatic activities or purpose of the project.
3. Change in Subrecipient Agency Name.
4. Other changes that may affect the approved program.

A copy of the *contract amendment* will be provided to the Subrecipient Agency following full execution by signature of the Authorized Official of DSS.

VI. PROCUREMENT POLICY

A. Procurement Standards

The Subrecipient Agency shall assure 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. It must be determined that the item to be purchased is an approved budget item, that any necessary prior approval has been obtained, that no other item owned by the Subrecipient Agency is available for the purpose, and that sufficient funds are in the budget to cover the cost of such item.

Local procurement practices of federally-funded Subrecipient Agencies must adhere to the procurement standards contained in the OMB Circulars applicable to their organization as listed below:

1. **State and Local Governments** – Procurement Standards in the Uniform Guidance at [2 C.F.R. § 200.317 through 2 C.F.R. § 200.326](#).
2. **Non-Profit Organizations** – “Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non- Profit Organizations, [2 CFR, Part 215](#)”

B. Methods of Procurement

All state and/or federal Subrecipients are encouraged to use their own procurement regulations provided that the procurement regulations conform to applicable federal and state laws and the standards identified in the Procurement Standards sections of the Uniform Guidance or *OMB Circular A-110*. At a minimum, the Subrecipient Agency must meet the following procurement standards:

1. Procurement must avoid acquisition of unnecessary or duplicative items. Where applicable, lease versus purchase analysis should be performed as well as other appropriate analysis for determining the most economical method for obtaining items or services.
2. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
3. 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.
4. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy, and placed in the accounting files.
5. When only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - a. Sole source procurement on purchases to a single vendor totaling \$3,000 and over requires prior approval from DSS.
 - b. Sole source procurement on purchases to a single vendor totaling \$150,000 requires prior approval from the U.S. Department of Justice and/or DSS before entering into a contract.
6. Purchases to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.
7. All purchases estimated to total between \$3,000 but less than \$25,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
8. All purchases with an estimated total expenditure of \$25,000 or over to a single vendor shall
 - 1) be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly

minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened; 2) post a notice of the proposed purchase in a public area of the Subrecipient Agency's office; and 3) solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.

C. Contractual Requirements

When a Subrecipient Agency contracts for services, the following is required:

All consultant and contractual services shall be supported by written contracts stating the services to be provided/performed, rate of compensation, and length of time over which the services will be provided/performed, which shall not exceed the length of the project period (unless the specific program guidelines allow otherwise).

1. A copy of all written contracts for contractual or consultant services must be forwarded to DSS immediately upon request.
2. Payments must be supported by statements outlining the services rendered and supporting the period covered.
3. 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), is considered a sole source contract and consequently must receive prior approval from DSS.

D. Allowable Costs

Allowable costs are those costs consistent with the principles set out in the Uniform Guidance 2 C.F.R. § 200, Subpart E, and/or those permitted by the grant program's authorizing legislation. To be *allowable* under VOCA, costs must be *reasonable*, *allocable*, and *necessary* to the project, and they must also comply with the funding statute and agency requirements.

For VOCA project, the U.S. Department of Justice, [DOJ Financial Guide](#), [OCFO Financial Guide](#) and [2 C.F.R. part 200](#), "Cost Principles for State, Local and Indian Tribal Governments" , "Cost Principles for Non-Profit Organizations" ,and VOCA Rules [28 C.F.R. part 94](#) provide the principles utilized in the establishment of the allowable and unallowable costs.

1. Limit on Use of Funds for Employee Compensation.

Subrecipient agencies may not use VOCA grant funds to pay cash compensation (salary plus bonuses) to an employee at a rate that exceeds 110 percent of the annual maximum salary payable to a member of the Federal Government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year.

Subrecipient agencies may compensate an employee at a higher rate, provided the amount in excess of the limitation is paid with non-Federal funds. For employees who charge only a portion of their time to the contract, the allowable amount to be charged to that contract is

equal to the percentage of time worked on the grant times the maximum salary limit (110% of SES salary).

Any additional compensation beyond 110 percent of the U.S. Government SES level will not be considered matching funds where matching requirements apply.

2. Support of Salaries, Wages, and Fringe Benefits.

Charges made to VOCA contracts for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the Subrecipient Agency.

- a. Charges must be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated.
- b. Documentation for charges must be incorporated into the official records of the Subrecipient Agency.
- c. Support must reasonably reflect the total activity for which the employee is compensated by the Subrecipient Agency and cover all activities. The records may include the use of subsidiary records as defined in the Subrecipient Agency's written policies.
- d. Where grant-funded personnel work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

E. Unallowable Costs

Unallowable costs are costs the government is unwilling to pay as a direct charge or through an indirect cost pool applied to the federal and/or state grant or contract. An organization is not prohibited from incurring unallowable costs, but such costs cannot be recovered either directly or indirectly under VOCA contracts.

The following is a list of unallowable costs as identified by the U.S. Department of Justice:

1. Land Acquisition
2. Compensation of Federal Employees
3. Travel of Federal Employees
4. Bonuses or Commissions
5. Prohibited and Controlled Equipment per *Executive Order 13688 on Federal Support for Law Enforcement Equipment Acquisition*
6. Lobbying
7. Fundraising
8. Corporate Formation
9. State and Local Sales Taxes
10. Cost Incurred Outside the Project Period

11. Certain Conference/Meeting Hosting Related Expenses to include: meeting room/audio-visual services (lesser of \$25 per day per attendee or \$20,000), logistical planners (lesser of \$50 per attendee or \$8,750), programmatic planners (lesser of \$200 per attendee or \$35,000), food and beverage (generally not allowed), and refreshments (generally not allowed).

In addition, the following is a list of unallowable costs as identify by the DSS:

1. Aircraft
2. First Class Travel
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. Weapons and Ammunition

F. Travel Costs

Subrecipient agencies, at a minimum, must follow the *DSS Subrecipient Agency Travel Guidelines*. This document complies with the travel policies for the state of Missouri. Subrecipient Agencies must utilize their own travel policies if more restrictive than the state policies.

Actual travel costs may be reimbursed only after travel has been completed. Approval must be obtained from DSS prior to attending any training/travel.

Please be sure to check policies regularly, changes occur from time to time without notice at the discretion of the State of Missouri, Office of Administration.

VII. ACCOUNTING/FINANCIAL RECORDS

A. Accounting Systems

All Subrecipient Agencies are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Subrecipient Agencies must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds, as well as the refunding of expenditures disallowed by audits.

Subrecipient Agencies will keep detailed accounting records and documentation to track all of the following information:

1. Federal funds contracted
2. Federal funds requested for reimbursement
3. Matching funds
4. Program income (if appropriate)
5. Contracts and Subcontracts (amount, purpose, award conditions, and current status)
6. Expenditures

B. Accounting System Capabilities

The financial accounting system of Subrecipient Agencies will have all of the following capabilities:

1. **Internal Control.** The system should allow the Subrecipient Agency to exercise effective control and accountability for all cash, real and personal property, and other assets. Subrecipient Agencies must adequately safeguard all such property and assure that it is used solely for authorized purposes.
2. **Budget Control.** The system should let the Subrecipient Agency compare actual expenditures or outlays with budgeted amounts for each contract. It also must relate financial information to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the *contract*.
3. **Allowable Cost.** The system should support the Subrecipient Agency in making sure that it follows federal and/or state cost principles, agency program regulations, and the terms of the *contract* in determining the reasonableness, allowability, allocability, and necessity of costs.
4. **Source Documentation.** The system shall require the Subrecipient Agency to support accounting records with source documentation (e.g., cancelled checks, paid bills, payrolls, properly signed time and attendance records, and contract documents).

C. Total Cost Budgeting and Accounting

Accounting for all 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 budget, shall be the foundation for fiscal administration and accounting. Grant applications and financial reports require budget and cost estimates on the basis of total costs.

D. Management and Control

All Subrecipient Agencies receiving VOCA through DSS are responsible for the management and fiscal control of all funds. Responsibilities include the accounting and archiving of receipts and expenditures, the maintenance of adequate financial records, and the refunding of expenditures disallowed by audits.

The Subrecipient Agency is responsible for all aspects of the contract including proper accounting and financial record keeping. These responsibilities include but are not limited to the following:

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.

VIII. PROPERTY STANDARDS

A. Definitions

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

1. **Real Property** means land, including land improvements, structures, and appurtenances thereto, but excludes moveable machinery and equipment.
2. **Personal Property** means property other than real property, which is classified as either equipment or supplies. It may be tangible (having physical existence) or intangible (having no physical existence, such as trademarks, copyrights, and patents).
 - a. **Equipment** is tangible, nonexpendable personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more per unit.

A Subrecipient Agency may use its own definition of equipment provided that the definition would, at least, include all equipment described above.

- b. **Supplies** are all other items of tangible personal property that are not equipment. This includes technology and mobile devices that cost less than \$5,000 per unit.

Subrecipient Agencies must ensure that inventory of equipment acquired under a VOCA contract conforms to procedures. Refer to the VOCA Unit for any additional information regarding equipment.

B. Title of Equipment

Initially, title to equipment acquired in whole or in part with federal funds in accordance with an approved project budget shall be vested in the Subrecipient Agency, as long as said property is used for the purposes of the approved project. When the property is no longer used for project purposes, the Subrecipient Agency shall refer to the guidance provided herein for disposition instructions.

C. Use of Equipment

Subrecipient Agencies must use equipment acquired under a contract for the authorized program or project purposes for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds.

When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by DSS. If applicable, and where equipment is no longer needed for the original program or project, the Subrecipient Agency may be directed to make the equipment available to other Subrecipient Agencies for projects or programs currently or previously supported by DSS, provided the use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use will be given to other programs or projects supported by DSS.

User fees should be considered and treated as program income to the project, when appropriate. During the time the Federal or State government retains an interest in the equipment, the Subrecipient Agency must not use equipment acquired under a VOCA contract to provide services for a fee that is less than private companies charge for equivalent services, unless doing so is specifically authorized by law.

When acquiring replacement equipment, Subrecipient Agencies may use the equipment to be replaced as a trade-in, or may sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of DSS.

D. Management of Equipment

Subrecipient Agencies must use procedures for managing equipment (including replacement equipment) acquired in whole or in part under a VOCA contract, until disposition takes place, that, at a minimum, meet the following requirements:

1. **Property Records** must be maintained by Subrecipient Agencies that include all of the following information:
 - a. Description of the property
 - b. Serial number or other identification number
 - c. Source of the property, including the contract number
 - d. Identification of the title holder
 - e. Acquisition date
 - f. Cost of the property
 - g. Percentage of state and/or federal participation in the cost of the property
 - h. Location of the property
 - i. Use and condition of property
 - j. Disposition data, including the date of disposal and sale price (*Refer to "H. Disposition of Equipment" for more information.*)
2. **Inventory** should be completed by Subrecipient Agencies and be made available to DSS upon request. This entails a physical inventory of the property and reconciliation of the results with the property records at least once every two (2) years.
3. **Maintenance Procedures** should be established by Subrecipient Agencies and adequately used to keep the property in good condition.
4. **Control System** should be established by Subrecipient Agencies with adequate safeguards to prevent loss, damage, and theft of the property.
 - a. Subrecipient Agencies must promptly and properly investigate and fully document any loss, damage, or theft, and make the documentation part of the official project records.
 - b. Subrecipient Agencies must provide at a minimum, the equivalent insurance coverage for equipment acquired with state and/or federal funds that the Subrecipient Agency owns.

- c. Subrecipient Agencies are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.
5. **Proper Sales Procedures** will be established by Subrecipient Agencies, if authorized or required to sell the property, to ensure the highest possible return.

E. Replacement of Equipment

When an item of property is no longer efficient or serviceable but a Subrecipient Agency continues to need the property in the program or project for which it was acquired, or other permitted programs permitted, a Subrecipient Agency may replace the property through trade-in or sale and subsequent purchase of new property. In this case, the following conditions must be met:

1. **Same function and character.** Replacement property must serve the same function as the original property and be of the same nature or character, although not necessarily of the same grade or quality.
2. **Timing.** Purchase of replacement property must take place soon enough after the sale of the property to show that the sale and the purchase are related.
3. **Trade-ins.** When acquiring replacement property, a Subrecipient Agency may use the property to be replaced as a trade-in. Value credited for the property, if the property is traded in, must be related to its fair market value. A Subrecipient Agency also may use the proceeds from the sale of the property to offset the cost of the new property.
4. **Approval.** A Subrecipient Agency must obtain the written permission of DSS to use the provisions of this section prior to entering into negotiation for the replacement or trade-in of property.

F. Supplies

For supplies acquired VOCA contract, the title to the supplies vests with the Subrecipient Agency upon acquisition.

Subrecipient Agencies must compensate the U.S. Department of Justice and/or DSS for its share of residual inventory of unused supplies if both of the following apply:

1. The residual inventory of unused supplies exceeds \$5,000 in total aggregate fair market value upon termination or completion of the funding support.
2. The supplies are not needed for any other state or federal-funded program or project.

The compensation amount is computed in the same manner as for nonexpendable personal property or equipment. Refer to "H. Disposition of Equipment" for more information.

G. Real Property

Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment. (VOCA funds generally cannot be used for land acquisition unless specifically permitted by DOJ.)

H. Disposition of Equipment

Subrecipients shall dispose of equipment when original or replacement equipment acquired under the contract is no longer needed for the original project, or for other activities currently or previously supported by DSS as follows:

1. Items with a current per-unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the U.S. Department of Justice and/or DSS.
2. Items with a current per-unit fair market value of more than \$5,000 may be retained or sold but the U.S. Department of Justice and/or DSS shall have a right to an amount calculated by multiplying the current market value or proceeds from the sale by the U.S. Department of Justice's and/or DSS share of the equipment. The seller is also eligible for limited sale and handling costs of \$500 or 10% of the proceeds, whichever is less.
3. In cases where a Subrecipient Agency fails to take appropriate disposition actions, the DSS may direct the Subrecipient Agency to make retribution for such equipment to the DSS.

I. Retention of Property Records

Records for equipment acquired with VOCA funds shall be retained for FIVE (5) YEARS after final disposition of property per the Missouri Secretary of State, *Agency Records Disposition Schedule*.

If any litigation, claim, or audit of the property is started before the expiration of the 5-year period, Subrecipients must retain the records until all litigation, claims, or audit findings involving the property records have been resolved.

J. Intangible Property

Intangible property means property having no physical existence, such as trademarks, copyrights, patents, and patent applications and property, such as loans, notes, or other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

1. **Title.** Intangible property acquired VOCA Contract vests upon acquisition in the Subrecipient Agency.
2. **Use.** The Subrecipient Agency must use the property for the originally-authorized purpose, and must not encumber the property without approval of the U.S. Department of Justice and/or DSS.
3. **Disposition.** When no longer needed for the originally authorized purpose, intangible property is treated similarly to equipment for disposition purposes. Disposition must occur in

accordance with [2 C.F.R. § 200.313\(e\)](#). In general, intangible property with a per-unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the U.S. Department of Justice and/or DSS; while intangible property valued above \$5,000 may be retained or sold, but the U.S. Department of Justice and/or DSS is entitled to compensation for its share of participation in the cost of the original purchase, minus some selling and handling expenses. (*Refer to "H. Disposition of Equipment" for more information.*)

4. **Copyrights.** If VOCA funded programs produce original books, manuals, films, or other material that may be copyrighted, the Subrecipient may copyright such, but the U.S. Department of Justice and/or DSS reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, translate, or otherwise use, and to authorize others, to publish and use such materials.
5. **Data Produced.** With respect to data produced under a VOCA contract, the U.S. Department of Justice and/or DSS has the right to do the following:
 - a. Obtain, reproduce, publish, or otherwise use the data produced under a contract; and
 - b. Authorize others to receive, reproduce, publish, or otherwise use such data for federal and/or state purposes.
6. **Patents.** If any discovery or invention arises or is developed in the course of or as a result of work performed on a federal and/or state-funded project, the Subrecipient Agency shall refer the discovery or invention to the U.S. Department of Justice and/or DSS, which is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce [27 C.F.R. Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements." [2 C.F.R. § 200.315\(c\)](#).

IX. RECORD RETENTION

A. Coverage

Records of the Subrecipient Agency including, but not limited to, books of original entry, source documents (copies of all awards, applications, and required Subrecipient financial and narrative reports), supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, receipts, invoices, bank statements, credit card statements and all other related documents and records are to be retained for a period of FIVE YEARS pursuant to the Missouri Secretary of State, *Agency Records Disposition Schedule* and the following:

1. The 5-year retention period starts from the date of closeout by DSS or from the date of submission of the audit for the project period covered, whichever comes later.
2. Personnel and payroll records shall include the properly signed time and attendance reports or valid and approved cost allocation plans for all full-time and/or part-time individuals reimbursed under the contract. Time and effort reports are also required for consultants.

3. Records must be retained beyond a 5-year period if any litigation, claim, audit, or other action involving the records has started before the expiration of the 5-year period. The records must be retained until all issues involving the records have been resolved and final action taken. If the final action is taken prior to the 5-year period, records will be retained until the end of the 5-year period.
4. If local law requires a longer period of retention, access to the records shall be allowed for purposes of audit.
5. The 5-year retention period may be extended if notified by the U.S. Department of Justice, DSS, or any other cognizant agency for oversight or audit to extend the retention period.

B. Maintenance of Records

Subrecipient Agencies must maintain and separately identify all records for each fiscal year period so that information desired may be readily located.

1. Subrecipient Agencies are obligated to protect the records adequately fire or other damages.
2. Subrecipient Agencies may store the records away from its principal office; however, a list of the documents must be available if needed.
3. Whenever practicable, information should be collected, transmitted and stored in open and machine readable formats rather than in closed formats or on paper.
4. Records may be retained in an electronic format.

C. Access to Records

The U.S. Department of Justice, the DOJ Office of the Inspector General, the Comptroller General of the United States, DSS, the Office of Missouri State Auditor, or any of their authorized representatives must have access to any documents, papers, or other records of Subrecipient Agencies which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

1. The right of access is not limited to the required retention period; it will last as long as the records are retained.
2. However, only under extraordinary and rare circumstances would such access include review of information that would personally identify confidential informants or victims of crime. Routine monitoring shall not be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the information that could personally identify victims of a crime is determined to be necessary, appropriate steps to protect this sensitive information must be taken by the Subrecipient Agency and U.S. Department of Justice and/or DSS. Any such access, other

than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the authorized official of the U.S. Department of Justice or DSS.

X. MONITORING

A. Monitoring Requirements

All pass-through entities, including the DSS, are required to monitor their Subrecipient Agencies. Subsequently, the DSS has developed systems, policies, and procedures to ensure that Subrecipient Agency monitoring is conducted in accordance with federal program and grant requirements, laws, and regulations.

Monitoring is conducted through desk monitoring, on-site monitoring and random sampling as set forth in the procedures established by the DSS and shall include at least one site visit every two years.

B. Monitoring Purpose

The purpose of Subrecipient Agency monitoring is to ensure that the contract funds are being used for the authorized purpose, in compliance with VOCA requirements, laws, and regulations, and the contract performance goals are achieved.

Monitoring of programs funded through the DSS is designed to provide assistance to the Subrecipient Agency from technical, financial and programmatic standpoints, as well as, to provide the DSS with the necessary information to ensure the Subrecipient agency's compliance with all guidelines.

C. Monitoring Information

The information and records that will be required and reviewed during Subrecipient Agency monitoring varies but generally includes, and is *not limited to*, the following:

1. Performance/progress reports identifying milestones achieved/to be achieved and any significant problems, issues, or concerns;
2. Project expenditures including both the local match and federal and/or state funds spent along with copies of applicable receipts, invoices, mileage logs, travel vouchers, etc.;
3. Copies of any local travel, , procurement, financial, policies as well as documents which acknowledge receipt of such policies by each staff member, which may be used to determine adherence to the most restrictive guidelines in terms of project expenditures;
4. Copies of bid records to verify compliance with local and/or state procurement policies;
5. An inventory listing including equipment with a unit cost of \$5,000 or more, or a useful life of more than one year, purchased under the contract;

6. Copies of time records for any personnel funded by the contract and/or for volunteers used as local match under the contract;
7. Copies of written contracts for contractual or consultant services;
8. Copies of any written operational procedures developed for the project;
9. Review of internal controls;
10. Review of compliance with federal and/or state civil rights requirements;
11. Review of bank statements, ledgers, credit card statements, pertaining to the VOCA program
12. Personnel records of employees and volunteers to include job descriptions, qualifications, and training
13. Client files (redacted)
14. Survey and performance measurement documents
15. Statistics on victims served
16. Tax documents
17. Personnel, confidentiality, Limited English Proficiency and ADA policies
18. Other information pertinent to the federal and/or state funded project.
19. Any other VOCA related or relevant information requested by DSS

D. Monitoring Noncompliance

If a Subrecipient Agency fails to comply with statutes, rules, regulations, policies procedures or terms and conditions of the contract, DSS may impose additional conditions. However, if it is determined that noncompliance cannot be remedied by imposing additional conditions, DSS may take one or more of the following actions:

1. Withholding of awarding or further contracts;
2. Disallowance of costs;
3. Suspension/termination of contract;
4. Suspension/Debarment;
5. Civil lawsuit, or
6. Criminal prosecution.

XI. AUDIT REQUIREMENTS

A. Federal Audit Responsibilities

Subrecipient Agencies that receive VOCA funding through contracts with DSS (the state administering agency) are required to comply with the applicable audit requirements. A required audit may be conducted on an organization-wide basis as opposed to a grant-by-grant basis. All Subrecipient Agencies are further required to include in the audit report a Schedule of Expenditures of Federal Awards (SEFA) for the period covered by the auditee's financial statements. The SEFA must include the following:

1. Name of Federal Administering Agency
2. Contract Amount
3. Project Period
4. Expenditure Activity during the Audit Period

B. Federal Audit Threshold

For federal awards received on or after December 26, 2014, if a Subrecipient Agency expended \$750,000 or more in federal funds (from all sources including pass-through subawards or contracts) in the organization's fiscal year (12-month turnaround reporting period), the Subrecipient Agency must have an audit performed in accordance with the provisions of [Title 2 C.F.R. Subpart F \(§ 200.500 et seq.\)](#).

If a Subrecipient Agency expended less than the applicable audit threshold a year in Federal awards, the Subrecipient Agency is exempt from Federal audit requirements for that year. However, the Subrecipient Agency must keep records that are available for review or audit by appropriate officials including, but not limited to, the U.S. Department of Justice, DSS, Office of Missouri State Auditor, and U.S. Government Accountability Office (GAO).

Where required, audits must be performed on an organization-wide basis, independently performed, and must be in accordance with "Government Auditing Standards" covering financial audits.

If the Subrecipient Agency is required to have an audit, a copy of such audit shall be forwarded to DSS immediately upon request.

XII. FEDERAL CIVIL RIGHTS

Subrecipient Agencies receiving a VOCA contract from DSS are required to adhere to the following:

A. Federal Civil Rights Laws

Subrecipient Agencies must comply with applicable federal civil rights laws, including the Civil Rights Act of 1964, (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683 and 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); U.S. Department of Justice Regulations - Non-Discrimination; Equal Employment Opportunity; Policies and Procedures (28 C.F.R. pt. 42); U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations (28 C.F.R. pt. 38); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

VOCA Subrecipient Agencies must also comply with the non-discrimination provisions within the applicable program statutes, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d), the Victims of Crime Act (34 U.S.C. § 20110), or the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672b).

Collectively, these federal laws prohibit a recipient of Office of Justice Programs funding from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed below; see *XIV. Funding to Faith-Based Organization*) or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability. In addition, Office of Justice Program recipients may not discriminate on the basis of age in the delivery of services or benefits.

B. Limited English Proficiency (LEP)

Subrecipient Agencies must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), which entails taking reasonable steps to ensure that persons with LEP have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English.

For more information on LEP services and requirements, visit <http://ojp.gov/about/ocr/lep.htm>.

C. Equal Employment Opportunity Plan (EEO)

Subrecipient Agencies will comply with the U.S. Department of Justice Regulations as related to the EEO.

An EEO is a comprehensive document that analyzes a Subrecipient Agency's relevant labor market data, as well as the Subrecipient Agency's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. Its purpose is to ensure the opportunity for full and equal participation of men and women in the workplace, regardless of race, color, or national origin.

If the Subrecipient Agency has received a contract from DSS for \$500,000 or more DOJ, OJP and has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials), then it must prepare an EEO and submit it to the Office for Civil Rights (OCR) for review within 60 DAYS of receipt of a VOCA Contract. In addition, the Subrecipient Agency's organization must complete relevant documents within 60 DAYS.

If the Subrecipient Agency received a VOCA contract from DSS between \$25,000 and \$500,000 from the DOJ, OJP and has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials), the Subrecipient Agency must prepare an EEO within 60 DAYS of receipt of the VOCA contract, but the organization is not required to submit the EEO to OCR for review. Instead, the Subrecipient Agency must maintain the EEO on file and make it available for review upon request. In addition, the Subrecipient Agency must complete relevant documents within 60 DAYS.

If the Subrecipient Agency received a VOCA contract from DSS for less than \$25,000 DOJ, OJP; or if the subrecipient agency has less than 50 employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials), regardless of the amount of the award; or if the subrecipient agency is a medical institution, educational institution, nonprofit organization or Indian tribe, then the Subrecipient Agency is exempt from the EEO requirement.

However, the Subrecipient Agency must complete relevant documents within 60 DAYS.

For more information and access to these forms, visit <http://ojp.gov/about/ocr/eoop.htm>.

D. Complaints of Discrimination

The Subrecipient Agency must have written policies or procedures in place to notify program beneficiaries and/or employees how to file complaints alleging discrimination if the Subrecipient Agency has received a VOCA contract from DSS for \$25,000 or more DOJ, OJP and has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials)

In the event a member of the public believes the Subrecipient Agency receiving funding (directly or indirectly) from the U.S. Department of Justice has discriminated against them, either in employment or in the delivery of services or benefits, the individual may file a civil rights complaint directly to the Office for Civil Rights, Office of Justice Programs. The Office for Civil Rights, Office of Justice Programs has jurisdiction to investigate agencies that receive funding, either directly or indirectly, and Office of Justice Programs (OJP) and its components. The individual shall download the *Complaint Verification Form (CVF)* and *Identity Release Statement (IRS)* form, which can be found at <http://ojp.gov/about/ocr/complaint.htm> and mail the completed forms to the agencies listed below:

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

AND

MO Department of Social Services
Human Resource Center
Office of Civil Rights
P.O. Box 1527
Jefferson City, MO 65102-1527

Upon receipt, DSS or his/her designee will coordinate with the appropriate federal partner contact and act as the liaison in all civil rights matters with the Office for Civil Rights, Office of Justice Programs. The DSS or his/her designee will follow up with the Office for Civil Rights, Office of Justice Programs.

E. Findings of Discrimination

In the event of an adverse finding of discrimination against the Subrecipient Agency (after a due process hearing) on the ground(s) of age, race, color, religion, national origin or sex, the Subrecipient Agency must submit a copy of the court judgment, along with a cover letter identifying any related DSS contract number(s), within 30 DAYS of the court judgment date to the address listed below:

Department of Social Services
Division of Finance and Administration,
VOCA Unit
PO Box 1082
Jefferson City, MO 65102-1082

Upon receipt, DSS or his/her designee will coordinate with the appropriate federal partner contact and act as the liaison in all civil rights matters with the Office for Civil Rights, Office of Justice Programs. DSS or his/her designee will forward a copy of the court judgment to the Office for Civil Rights, Office of Justice Programs.

XIII. STATE CIVIL RIGHTS

All Subrecipient agencies are required to adhere to the following:

A. Non-Discrimination in Employment Practices

Subrecipient Agencies must comply 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, and disability.

B. Non-Discrimination in Public Accommodations

Subrecipient Agency ensures 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

XIV. FAITH-BASED ORGANIZATIONS (FBOs)

Subrecipient Agencies must comply with Executive Order 13279 and the U.S. Department of Justice Regulation - Equal Treatment for Faith-Based Organizations (28 C.F.R. pt. 38). In general, the Executive Order and Regulation require funding organizations to treat faith-based organizations (FBOs) the same as any other applicant or recipient of U.S. Department of Justice funding, neither favoring nor discriminating against FBOs in making and administering grant awards, and require that FBOs be

allowed to retain their independence, autonomy, expression, and religious character when competing for U.S. Department of Justice financial assistance used to support social service programs and participating in the social service programs supported with U.S. Department of Justice financial assistance.

The Executive Order and Regulation also prohibit Subrecipient FBOs from using U.S. Department of Justice funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Funded FBOs may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, funded FBOs must not compel program beneficiaries to participate in inherently religious activities. Funded FBOs must also not discriminate on the basis of religion in the delivery of services or benefits.

In addition, the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, prohibit discrimination on the basis of religion in employment.

A. Missouri - Faith Based Organizations

Article IX, Section 8, of the Missouri Constitution states:

Neither the general assembly, nor any county, city, town, township, school district or other municipal corporation shall ever make an appropriation or pay from any public fund whatever, anything in aid of any religious creed, church or sectarian purpose, or to help to support or sustain any private or public school, academy, seminary, college, university, or other institution of learning controlled by any religious creed, church or sectarian denomination whatever; nor shall any grant or donation of personal property or real estate ever be made by the state, or any county, city, town, or other municipal corporation for any religious creed, church, or sectarian purpose whatever.

This language is more restrictive than language found in the United States Constitution. However, to comply with the Code of Federal Regulations (C.F.R. pt. 38), which provides the policy of the Office of Justice Programs (OJP) for allowable faith-based and community organizations that statutorily qualify as eligible applicants under OJP programs to apply for funding, DSS will accept applications from faith-based organizations under the following guidelines:

1. Faith-based organizations may not use OJP grant funds to fund any inherently religious activity, such as prayer or worship.
2. Faith-based organizations must separate any inherently religious activities in time or place from any OJP funded program activities.
3. Faith-based organizations may not use any portion of their OJP funds to promote, encourage, enlist, advocate, or urge any individual to participate in any religious creed, sectarian purpose, or church.
4. If funded, a faith-based organization must be able to establish and document 501(c)(3) or other non-profit status before receiving funding.

XV. OTHER SUBRECIPIENT AGENCY REQUIREMENTS

A. Printing and Publicity

Subrecipient Agencies 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 Victims of Crime Act (VOCA) Formula Grants Program administered by the U.S. Department of Justice and the Missouri Department of Social Services."

B. Non-Supplanting

VOCA funds cannot be used to supplant, or take the place of, a Subrecipient agency's existing state or local (public) funding. VOCA funds must be used to supplement existing public funds and not substitute local or state public funds that have been appropriated or would otherwise be spent for the same purpose. Federal and/or state public funds cannot be utilized to cover existing costs that would otherwise be paid through other sources of funding.

C. Grant Fraud, Waste, and Abuse

The Subrecipient Agency assures to formally report to DSS within 48 HOURS of notification if a grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. DSS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

In addition, the Subrecipient Agencies shall not make false statements or claims in connection with any Office of Justice Programs or DSS funded grant. 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 Agency must promptly refer to the U.S. Department of Justice, Office of Inspector General and DSS any credible evidence that a principal, employee, agent, contractor, sub-contractor, or other person has either:

1. Submitted a false claim for grant funds under the False Claims Act or
2. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

For Subrecipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the U.S. Department of Justice, Office of Inspector General and the DSS by mail at:

Office of Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Ave, NW, Room 4706
Washington, D.C. 20530

AND

Department of Social Services
Division of Finance and Administration, VOCA Unit
P.O. Box 1082
Jefferson City, MO 65102-1082

DSS reserves the right to suspend or terminate funding pending the adjudication of the criminal offense.

D. Termination of Contracts

In the event that DSS determines that a Subrecipient Agency is operating in a manner inconsistent with the provisions of the approved project or is failing to comply with the applicable regulations, DSS may permanently or temporarily terminate the contract.

In the event a contract is permanently terminated, DSS may take action as deemed appropriate to recover any portion of the grant funds remaining or an amount equal to the portion of the grant funds wrongfully used.

XVI. 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 Subrecipient Agencies to comply with the federal guidelines contained in the Circulars.

For additional information on grants management and to obtain copies of current Circulars, please visit the OMB site at <https://www.whitehouse.gov/omb>.

Administrative Requirements:

Subrecipient Agencies shall follow all governing sections of [2 C.F.R. 200](#) and all VOCA Rules [28 C.F.R. part 94](#)

XVII. OJP and OCFO FINANCIAL GUIDES

The U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide and the Office of the Chief Financial Officer guide have been referenced herein. It is the responsibility of VOCA Subrecipient Agencies to comply with the federal guidelines contained in the [OJP](#) and [OCFO](#) Financial Guides.