BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 16, 2011 Division: OMB

Bulk Item: Yes ☒ No ☐ Department: Grants
Staff Person: Lisa Tennyson x 4444

AGENDA ITEM WORDING: Authorization for the Mayor to execute a contract with the Guidance Care Center for the Monroe County Jail In House Program, using funds provided under the FDLE Residential Substance Abuse Treatment Grant, for the period from Sept 1, 2011 through Aug 31, 2012.

ITEM BACKGROUND: Seventy-five percent funding is provided by the Florida Dept. of Law Enforcement under the Residential Substance Abuse Treatment Grant Program for inmates in correctional institutions with six to twelve months remaining on their sentences.

PREVIOUS RELEVANT BOCC ACTION: Approval to apply for grant funds given at August 2011 meeting. Contract with Florida Dept. of Law Enforcement also being considered at this meeting.

CONTRACT/AGREEMENT CHANGES: Changes to dates only.

STAFF RECOMMENDATION: Approval

TOTAL COST: $66,667.00 BUDGETED: Yes ☒ No ☐

COST TO COUNTY: $16,667.00 SOURCE OF FUNDS: fine and forfeiture fund/ad valorem taxes

REVENUE PRODUCING: Yes ☐ No ☒ AMOUNT PER MONTH_____
YEAR_____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☐ RISK MANAGEMENT ☐

DOCUMENTATION: INCLUDED: ☒ TO FOLLOW: ☐ NOT REQUIRED: ☐

DISPOSITION: _____ AGENDA ITEM #: _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Guidance Care Center

Effective Date: 09/01/11
Expiration Date: 08/31/12

Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Residential Substance Abuse Treatment Program, services provided by the Care Center for Mental Health.

Contract Manager: Lisa Tennyson (Name) 4444 (Ext.) OMB/Grants Mgt. (Department)

for BOCC meeting on 11/16/11

Agenda Deadline: 11/01/11

CONTRACT COSTS

Total Dollar Value of Contract: $66,667.00

Current Year Portion: $5,556.00

Budgeted? Yes X No

Account Codes: 125-06019-530490-GG~~1009-~~XXXXXX
1209-530340

Grant: $66,667.00

County Match: $16,667.00

ADDITIONAL COSTS

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	11-1-11	Yes☐ No☑	[illegible]	11-1-11
Risk Management	11.1.11	Yes☐ No☑	[illegible]	11.1.11
O.M.B./Purchasing	10-28-11	Yes☐ No☑	Penny Lupp	10-31-
County Attorney	10/25/11	Yes☐ No☒	Christine Bilbert-Barrack	10/25/11

Comments:_____

OMB Form Revised 9/11/95 MCP #2

RESIDENTIAL SUBSTANCE ABUSE TREATMENT FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of November, 2011, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereinafter referred to as "COUNTY," and the Guidance Care Center, hereinafter referred to as "AGENCY."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Residential Substance Abuse Treatment Funds to the COUNTY to implement a program that provides residential substance abuse treatment services to offenders held in local correctional facilities who have at least six months and no more than twelve months of their sentence left to serve; and

WHEREAS, the County is in need of an implementing agency to provide said services under this Program; and

WHEREAS, the AGENCY is the sole provider of this program; and

WHEREAS, the COUNTY has agreed to disburse the Residential Substance Abuse Treatment Funds to the AGENCY in accordance with the COUNTY'S application for the Residential Substance Abuse Treatment Funds.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the AGENCY agree as follows:

1. TERM - The term of this Agreement is from September 1, 2011 through August 31, 2012, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. SERVICES - The AGENCY will provide services as outlined in the COUNTY'S Residential Substance Abuse Treatment Sub-grant Award, attached and made a part hereof.

3. FUNDS - The total project budget to be expended by the AGENCY in performance of the services set forth in Section 2 of this agreement shall be the total sum of $66,667.00. The total sum represents federal grant/state sub-grant support in the amount of $50,000.00 and local matching funds in the amount of $16,667.00, which amount shall be provided by the county through the grant matching funds account. All funds shall be distributed and expended in accordance with the Project Budget Narrative submitted as outlined in the grant agreement.

4. INCORPORATION BY REFERENCE - The provisions of those certain documents entitled "State of Florida Office of Criminal Justice Grants Florida Department of Law Enforcement Sub-grant Award Certificate and Application" and all laws, rules and regulations relating thereto are incorporated by reference, (Attachment C).

5. IMPLEMENTING AGENCY BOUND - The AGENCY is an implementing agency under the COUNTY'S Residential Substance Abuse Treatment Program, and shall be bound by all the provisions of the documents incorporated by reference in Section 4 of this Agreement. Additionally, the AGENCY shall be bound by all laws, rules, and regulations relating to the COUNTY'S performance under the Florida Department of Law Enforcement Residential Substance Abuse Treatment Grant Program.

6. BILLING AND PAYMENT

(a) The AGENCY shall comply with the program and expenditure reporting requirements for Byrne Grant funds. The AGENCY shall render to the COUNTY **a detailed a quarterly performance report not later than 7 days after the end of each quarter**. The quarterly performance reports must include a response to all objectives included in your project, as described in the Performance section in the grant agreement. A detailed narrative, reflecting on accomplishments, challenges, etc. is required as part of this quarterly report. The AGENCY shall render to the COUNTY, **monthly itemized invoices, not later than 30 days after the end of each month**, properly dated, describing the services rendered, the cost of the services, and all other information required. The original invoice shall be sent to:

Grants Administrator
1100 Simonton Street
Key West, FL 33040

(b) Payment shall be made after review and approval by the COUNTY within thirty (30) days of receipt of the correct and proper invoice submitted by the AGENCY.

7. TERMINATION - This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party. The COUNTY shall not be obligated to pay for any services provided by the AGENCY after the AGENCY has received notice of termination. In the event there are any unused Residential Substance Abuse Treatment Funds, the AGENCY shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

8. ACCESS TO FINANCIAL RECORDS - The AGENCY shall maintain appropriate financial records which shall be open to the public at reasonable times and under reasonable conditions for inspection and examination and which comply with the Agreement incorporated in Section 4 of this Agreement.

9. AUDIT - The AGENCY shall submit to the COUNTY an audit report covering the term of this Agreement, within one-hundred twenty (120) days following the Agreement's lapse or early termination and shall also comply with all provisions of the Agreement incorporated in Section 4 of this Agreement.

10. NOTICES - Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY:
Grants Administrator
1100 Simonton Street
Key West, FL 33040

FOR PROVIDER:
A.B. Maloy, Area Director
Guidance Clinic/Care Center
1205 Fourth Street
Key West, FL 33040

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

11. UNAVAILABILITY OF FUNDS - If the COUNTY shall learn that funding from the Florida Department of Law Enforcement cannot be obtained or cannot be continued at a level sufficient to allow for the services specified herein, this Agreement may then be terminated immediately, at the option of the COUNTY, by written notice of termination delivered in person or by mail to the AGENCY at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the AGENCY after the AGENCY has received notice of termination.

12. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the AGENCY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted, and particularly Article 1, Section 3 of the Constitution of the State of Florida and Article 1 of the United States Constitution, which provide that no revenue of the state or any political subdivision shall be utilized, directly or indirectly, in aid of any church, sect or religious denomination or in aid of any sectarian institution. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement immediately upon delivery of written notice of termination to the AGENCY. If the AGENCY receives notice of material breach, it will have thirty days in order to cure the material breach of the contract. If, after thirty (30) days, the breach has not been cured, the contract will automatically be terminated.

13. ASSIGNMENTS AND SUBCONTRACTING - Neither party to this Agreement shall assign this Agreement or any interest under this Agreement, or subcontract any of its obligations under this Agreement, without the written consent of the other.

14. EMPLOYEE STATUS – The AGENCY is an independent contractor. Persons employed by the AGENCY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

15. INDEMNIFICATION - The AGENCY agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the AGENCY.

16. ENTIRE AGREEMENT

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.

(SEAL)

ATTEST: DANNY L. KOLHAGE, Clerk

By:_____
Deputy Clerk

_____
Witness

_____
Witness

BOARD OF COUNTY
COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Guidance Care Center

By:_____

Title:_____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Lambert-Barrow
CHRISTINE M. LIMBERT-BARROW
ASSISTANT COUNTY ATTORNEY
Date 10/26/11

ATTACHMENT A

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from Florida Statute 112.061.

A cover letter summarizing the major line items on the reimbursable expense request needs to also contain a notarized certified statement such as:

"I certify that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the paid payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: check amount, check number, date, payee, support for applicable paid payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel must be submitted in accordance with Florida Statute 112.061. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of_____ to_____.

Check #		Payee	Reason	Amount
101		Company A	Rent	$ X,XXX.XX
102		Company B	Utilities	XXX.XX
104		Employee A	P/R ending 05/14/01	XXX.XX
105		Employee B	P/R ending 05/28/01	XXX.XX
	(A)	Total		$ X,XXX.XX
	(B)	Total prior payments		$ X,XXX.XX
	(C)	Total requested and paid (A + B)		$ X,XXX.XX
	(D)	Total contract amount		$ X,XXX.XX
		Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this _____ day of _____ 20____
by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

_____
(signature)

Date:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

_____
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

_____
(Name of Business)

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

2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

STATE OF _____ _____
(Signature of Respondent)

COUNTY OF _____ _____
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this

_____ day of _____, 200__.

_____ My commission expires:
Notary Public

ATT. C

FDLE

Florida Department of Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

OCT 17 2011

The Honorable Heather Carruthers
Mayor
Monroe County Board of Commissioners
530 Whitehead Street
Key West, FL 33040

Re: Contract No. 2012-RSAT-MONR-1-D1-003

Dear Mayor Carruthers:

The Florida Department of Law Enforcement is pleased to award a Residential Substance Abuse Treatment for State Prisoners grant in the amount of $ 50,000.00 to your unit of government.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

We look forward to working with you on this project. If we can be of further assistance, please contact Martha McWilliams at 850/617-1250.

Sincerely,

Clayton H. Wilder
Administrator

CHW/MKM/sa

Enclosures

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATION OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2012-RSAT-MONR-1-D1-003, in the amount of $ 50,000.00, for a project entitled, MONROE COUNTY JAIL INCARCERATION PROGRAM, for the period of 09/01/2011 through 08/31/2012, in accordance with the statement of work contained in the subgrant application, and subject to the Florida Department of Law Enforcement's Conditions of Agreement and any special conditions governing this subgrant.

_____
Signature of Subgrantee's Authorized Official

_____
Typed Name and Title of Official

_____
Date of Acceptance

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

SUBGRANT AWARD CERTIFICATE

Subgrantee: Monroe County Board of Commissioners

Date of Award:

Grant Period: From: 09/01/2011 TO: 08/31/2012

Project Title: MONROE COUNTY JAIL INCARCERATION PROGRAM

Grant Number: 2012-RSAT-MONR-1-D1-003

Federal Funds: $ 50,000.00

Agency Match: $ 16,667.00

Total Project Cost: $ 66,667.00

Program Area: 0001 : Residential Substance Abuse Treatment

CFDA #: 16.593

Award is hereby made in the amount and for the period shown above of a grant under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, P.L 103-322, as amended, to the above mentioned subgrantee and subject to any attached standards or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 103-322, as amended.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certification of Acceptance/ Request for Payment is returned to the department.

_____

Authorized Official
Clayton H. Wilder
Administrator

_____

Date

( ) This award is subject to special conditions (attached).

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

SPECIAL CONDITION(S)/GENERAL COMMENT(S)

Grantee: Office of Criminal Justice Grants

Grant Number: 2012-RSAT-MONR-1-D1-003

Grant Title: MONROE COUNTY JAIL INCARCERATION PROGRAM

In addition to the general conditions applicable to fiscal administration, the grant is subject to the following Special Condition(s)/General Comment(s):

Ref# S19427: Prior to drawdown of federal funding for substance abuse treatment, the subgrantee must submit the agreement executed between the subgrantee and the contractor who will provide services.

Ref# S19456: Prior to the drawdown of federal funds a new Budget Detail that is in the Unit Cost format for services provided, must be submitted to and approved by the Office of Criminal Justice Grants

Ref# S19457: Prior to the drawdown of federal funds a copy of your policy which indicates that drug testing will be maintained for inmates involved in treatment must be submitted to the Office of Criminal Justice Grants.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section #1 Administrative

Subgrant Recipient

Organization Name: Monroe County Board of Commissioners
County: Monroe

Chief Official

Name: Heather Carruthers
Title: Mayor
Address: 530 Whitehead Street
City: Key West
State: FL **Zip:** 33040
Phone: 305-292-3430 **Ext:**
Fax: 305-292-3577
Email: carruthers-heather@monroecounty-fl.gov

RECEIVED
AUG 24 2011
OFFICE OF
CRIMINAL JUSTICE GRANTS

Chief Financial Officer

Name: Danny Kolhage
Title: Clerk
Address: 500 Whitehead Street
City: Key West
State: FL **Zip:** 33040
Phone: 305-292-3550 **Ext:**
Fax: 305-295-3663
Email: dkolhage@monroe-clerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 1 Administration

Implementing Agency

Organization Name: Monroe County Board of Commissioners
County: Monroe

Chief Official

Name: Heather Carruthers
Title: Mayor
Address: 530 Whitehead Street
City: Key West
State: FL **Zip:** 33040
Phone: 305-292-3430 **Ext:**
Fax: 305-292-3577
Email: carruthers-heather@monroecounty-fl.gov

RECEIVED
AUG 24 2011
OFFICE OF
CRIMINAL JUSTICE GRANTS

Project Director

Name: Lisa Tennyson
Title: Grants Administrator
Address: 1100 Simonton Street
Room 2-213
City: Key West
State: FL **Zip:** 33040
Phone: 305-292-4444 **Ext:**
Fax:
Email: Tennyson-Lisa@monroecounty-fl.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

General Project Information

Project Title: MONROE COUNTY JAIL INCARCERATION PROGRAM
Subgrant Recipient: Monroe County Board of Commissioners
Implementing Agency: Monroe County Board of Commissioners
Project Start Date: 9/1/2011 **End Date:** 8/31/2012

Problem Identification

South Florida, in which the Keys are located, is a mecca for illicit drug use and has a much higher than national drug abuse prevalence. South Florida is a designated high-density drug trafficking area and a leading cocaine importation center. The Florida Department of Children and Families (DCF) reported that in FY 2008-2009 there were an estimated 1,253,917 adults in the state with substance abuse problems. Of those adults needing treatment in the state, only 129,698 (11%) received services. In FY 2008-2009, A total of 11,599 adults (DCF Quick Facts) were served by substance abuse treatment providers in DCF Circuits 11 and 16 (Miami-Dade and Monroe Counties).

Within the Keys, data validates that substance abuse among the general population, and particularly among those arrested, is high. Local data reflects and/or exceeds national and state statistics. Records of HELPLINE, a 24-hour crisis intervention, information and referral service in Monroe County, report 728 substance abuse prevention calls just in the last year. In 2009, there were 6,801 arrests in Monroe County, Florida with over 1,200 being drug and alcohol related arrests. The "index for total crimes" increased by 7.7% in the County since 2006. During the same period, nonviolent crime increased by 9.6%. From 2008 to 2009, there was a 5.6% increase in violent crime, with a 40.6% increase in domestic violence offenses.

During 2009, the average daily census in the Monroe County Jails was 524 inmates. The incarceration rate in Monroe County in 2009 was 6.7/1,000 residents, more than twice the State rate. The Monroe County Detention center reports that approximately 80% of incarcerated individuals have substance abuse problems.

There are not enough substance abuse treatment services in Monroe County to handle the needs of those who return to our Criminal Justice System time after time, after time. Often these repeat offenders are not appropriate for the outpatient services available in the community due to the nature of the crimes they have committed, or the long-standing nature of their substance use disorder, or the likelihood that they may also have a co-occurring mental health disorder, or a combination of any of these three issues. In cases such as these, structured treatment in a controlled environment provides the best opportunity for intervention to be effective and re-entry successful. The dollars that fund residential treatment in the community have disappeared at an alarmingly high rate; the funding from the Department of Corrections for community residential treatment has dropped by over forty percent (40%) in Monroe County. The only community based residential program (Keys to Recovery in Marathon) will no longer be in operation in Monroe county as of September 30, 2011 further limiting the number of residential treatment beds available to community residents.

The RSAT program is highly valued by the local Judges, Attorneys and the Monroe County Sheriff's Office. This RSAT grant provides funding for approximately 50% of the program costs. In the past, the Sheriff's office covered the remaining costs of the

Section 2 Project Overview

program, but due to budget constraints those funds are no longer available. The balance of the funding is being provided this year from Monroe County and other State Substance Abuse funding. The financial status of the program remains precarious while other sources of funding are actively sought on an on-going basis.

The County's RSAT program will provide services to approximately 160 male offenders this year, and continues to enjoy excellent relationships with stakeholders through out the community all of whom share a common goal of reducing substance abuse and recidivism in Monroe County.

Project Summary (Scope of Work)

In 1997, The Jail Incarceration Program (JIP), as it was initially named, was developed in the Monroe County Detention Center, and began providing substance abuse treatment services to the inmates housed there. Today, most clients are court ordered by the Drug Court, Circuit Court, and County Court Judges in Monroe County. The rest are volunteers who meet criteria for drug/alcohol treatment and will be in the county jail a minimum of 182 days. The program has established a positive reputation system wide, working closely with judges, prosecutors, and defense attorneys throughout the county. DCF audits for the past three years reported that this program meets or exceeds Best Practice standards with 100% compliance. The Program received accreditation by the Commission on Accreditation of Rehabilitative Facilities (CARF) in May 2010 for a period of three (3) years.

Client-centered individualized treatment plans are a cornerstone of gender-responsive treatment. After developing these plans in partnership with the program participant, treatment plan reviews, case management services to provide community linkages, and monthly self-reports of progress continue to refine the plan. On-going program review occurs through monthly focus groups with administrative staff and participants. The Global Assessment of Individual Needs (GAIN) instrument provides a comprehensive assessment of client needs and assists in developing a person-centered Wellness Plan that is updated with the participant every 30 days. Admission policies are welcoming to individuals with co-occurring disorders, learning disabilities, illiteracy, as well as Spanish speaking inmates. This allows access for all who might otherwise not receive services.

For co-occurring clients, the program will make a referral to the Prison Health Services Psychiatrist and the client will participate in RSAT services to address the substance use disorder and criminal thinking and behavior. Appropriate referrals for continued treatment, if needed will be made prior to program discharge and release from incarceration.

RSAT program participants are housed in their own dorm, separated from the general population, by sight and sound. Treatment is a minimum of six months, with the possibility of lasting one year.

Aftercare services are encouraged as a part of re-entry planning and last up to six months. The Guidance/Care Center provides aftercare throughout the Florida Keys in community-based facilities. Aftercare is given priority but will not be funded by the RSAT Grant funds. One hundred and sixty (160) inmates will receive services from the program over the funding period.

The program staff as well as the corrections staff conduct drug testing (urine analysis)

randomly and positive tests result in 30 days in lock-up and a return to court for judicial review of the case. Tests used are the Reditest 10 panel dipsticks testing for amphetamine, benzodiazepines, cocaine, opiates, synthetic opiates, THC, PCP, barbiturates, MDMA, and methadone. The program also has a relationship with the local drug court to run tests on their machine if test results are questionable.

The Guidance/Care Center Inc. employs all program staff and has a strong background in substance abuse counseling and mental health with appropriate certification. The program will require 3 FT counselors to provide all core program services with administrative support to conduct regular case staffing, collect and report data, and monitor program outcomes. One and nine tenths (1.9) of those positions will be funded through the RSAT grant. State funds for adult substance abuse treatment and Monroe County funds will support the remaining one and one tenth (1.1) staff position.

Program services will be delivered using an evidence based practice Cogitative Behavioral Therapy (CBT) curriculum entitled "Substance Abuse and Criminal Conduct: Strategies for Self Improvement and Change Pathways to responsible living" authored by Harvey Milkman and Kenneth Wanberg. Throughout the treatment episode and aftercare, the curriculum uses a client workbook that belongs to the client. The cost of that workbook is $22.00 per copy. Services will be delivered in a Treatment Community (TC) setting and will also incorporate Trauma-Informed and Trauma-Based Therapy Models and gender-responsive treatment to promote the healing and teaching of the human spirit. These relational models will support the development of healthy relationships with self, significant others and the community at large in order to reduce the risk of relapse and recidivism. Staff will use individual and group formats to deliver core services. As participants move through the program they will learn to facilitate group gatherings for such activities as morning affirmations, positive acknowledgement and recognition, positive slip groups where participants share experiences of "catching" each other in random acts of kindness and evening gratitude wrap ups.

The specific components of the treatment services will include:
-Education about addiction and the consequences of criminal behavior through therapeutic experiences.
-Teaching and learning about healthy ways of thinking, feeling, and acting in an atmosphere of mutual respect.
-Trauma-informed care, acknowledging the pain and violence in the person's past and offering healthy alternatives for the future.
-A range of informational, emotional, and behavioral options to shape safe and productive futures
-Emphasis on the ability to feel and express feelings that, in turn, increases a sense of self-worth.
-Parenting education and improving abilities to cope with their children based on healthy relationship models.
-Physical and emotional wellness.
-Brother and Sisterhood and mentoring: Peers and staff collaborate to create hope and spiritual growth by modeling healthy relationships, learning from each other and moving toward clean and sober lives.
-As participants advance through their individual program stages and begin to heal from within, they take on increasing responsibilities for their own recovery/personal change and that of their peers.
-Continuum of care supports participants by connecting them with and coordinating aftercare in the community and though 12-step/support group involvement.

-Learning, developing, and practicing positive coping skills.
-Developing and beginning to implement a realistic and hopeful life plan; and

-Treatment and education is provided across the following issues:
o Chemical Dependency
o Criminal Thinking and Destructive Behavior
o Healthy Relationships
o Financial Management
o Employment
o Physical and Mental Health
o Relapse Prevention
o Family Dynamics and Domestic Relationships
o Spirituality
o Parenting and Child Development
o Community Connectedness and Responsibility

As each client prepares for discharge from the program and release from incarceration, he will work with program staff to develop an Individualized Recovery Blueprint to facilitate their transition into the community. Staff will help provide linkages to aftercare services and other community resources to support on-going recovery and decrease the likelihood of recidivism.

Specific program goals and outcomes include:

- The program will serve one hundred sixty (160) inmates during the grant period.
- The number of inmates expected to complete the program is one hundred (100).
- 70% of the inmates served will complete an aftercare program.
- 95% of the inmates served in the program will remain drug free -while participating.
- 70% of the inmates in the aftercare program will not test positive for drugs/alcohol.
- 70% of the inmates will not violate probation while in aftercare.
- 70% of the inmates who remain in Monroe County and successfully complete treatment and aftercare will not return to jail during the first year post release.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 0001 - Residential Substance Abuse Treatment

State Purpose Area: 0001 - Residential Substance Abuse Treatment

Activity Description

Activity: Cognitive Restructuring
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: 12-Step
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Aftercare Services
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Drug Testing
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Educational Programs
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Job Placement
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section E: Performance

Activity Description

Activity: Group Counseling
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Impulse/Anger Control
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Leadership Training
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Individual Counseling
Target Group: Adult Males
Geographic Area: State of Florida

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Mental Health Counseling
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Mentoring
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Other Drug Treatment
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Tasks Performed

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Pharmacotherapy
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Parenting Training
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Work Activities
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3 Performance

Activity Description

Activity: Therapeutic Community
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Address(es) :

Monroe County Detention Center
5525 College Road
Key West , FL 33040

Activity Description

Activity: Financial Management
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Objectives and Measures

Objective: 1A - To report contractor and/or employed salary amounts prorated to include time spent in RSAT.

Measure: Part 1

Report contractor and/or employed salary amounts prorated to include time spent in RSAT during the grant period.

Goal: 65,177

Objective: 1B - To report cost of additional residential material (special uniforms, classroom aids, pharmaceuticals, etc.)

Measure: Part 1

Report the cost of additional residential material (special uniforms, classroom aids, pharmaceuticals, etc.).

Goal: 1,490

Objective: 1C - To report number of participants enrolled in the program (including drop-outs, terminations or removals).

Measure: Part 1

Report the number of participants enrolled in the program (including drop-outs, terminations or removals) during the grant period.

Goal: 160

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Program Performance

Objective: 2A - To report number of days between program entry and exit for those completing the RSAT program during the reporting period.

Measure: Part 1

How many days will there be between program entry and exit for those completing the RSAT program during the grant period?

Goal: Minimum of 182 days or more, up to 364 days.

Objective: 2B - To report number of offenders to successfully complete the residential program during the reporting period.

Measure: Part 1

How many participants will successfully complete the residential program during the grant period?

Goal: 100

Objective: 3A - To report number of RSAT participants at end of reporting period.

Measure: Part 1

Report the number of RSAT participants at end of each reporting period.

Goal: 50

Objective: 3B - To report number of RSAT participants at beginning of reporting period.

Measure: Part 1

To report the number of RSAT participants at beginning of each reporting period.

Goal: 50

Objective: 4A - To report number of RSAT participants who completed the program and passed drug testing.

Measure: Part 1

Report the total number of RSAT participants who completed the program and passed drug testing during the grant period.

Goal: Approximately 95%.

Objective: 4B - To report number of RSAT participants who completed the program and passed drug testing during the reporting period.

Measure: Part 1

Report the number of RSAT participants who completed the program and passed drug testing during each reporting period.

Goal: 25

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3: Performance

Objective: 5A - To report the number of RSAT participants.

Measure: Part 1
Report the number of RSAT participants during grant period.
Goal: 160

Objective: 5B - To report the number of residential program participants.

Measure: Part 1
Report the number of residential program participants.
Goal: 160

Objective: 6A - To report the total number of RSAT beds created as a result of the current award.

Measure: Part 1
Report the total number of RSAT beds created as a result of the current award.

Goal: 54

Objective: 6B - To report the total number of RSAT beds.

Measure: Part 1
Report the total number of RSAT beds available.
Goal: 54

Objective: 7A - To report number of beds funded with non-RSAT funds.

Measure: Part 1
Report number of beds funded with non-RSAT funds.
Goal: 0

Objective: 7B - To report total number of beds in facility.

Measure: Part 1
Report total number of beds in facility.
Goal: 500

Objective: 8A - To report total number of residential service days.

Measure: Part 1
Report the total number of residential service days.
Goal: 182 days. Monday-Friday, for 52 weeks per year, exclusive of 9 holidays.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3 Performance

Objective: 8B - To report number of offenders to receive residential service (RSAT and non-RSAT).

Measure: Part 1

Report number of individuals to receive residential service (RSAT and non-RSAT).

Goal: 160 RSAT particpants; no non-RSAT participants.

Objective: 9A - To report the number of RSAT completions that remained drug-free during the residential program.

Measure: Part 1

Report the number of RSAT completions that remained drug-free during the residential program.

Goal: 95

Objective: 9B - To report the number of residential program completions who remained drug free.

Measure: Part 1

Report the number of residential program completions who remained drug free.

Goal: 73

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3 Performance

Section Questions:

Question: What is the total number of beds (treatment and non-treatment) in the facility?

Answer: 554

Question: How many non RSAT-funded treatment beds are in this facility?

Answer: 15

Question: How many RSAT-funded treatment beds are in this facility?

Answer: 54

Question: How is aftercare treatment provided?

Answer: After care treatment is provided by the Guidance Care Center, Inc. at three facilities throughout the County; in Key Largo, Marathon and Key West. (Letter of support is attached.)

Question: What is the anticipated number of RSAT program completions during each quarterly reporting period?

Answer: 25

Question: What goals do you plan to accomplish during the subgrant period?

Answer: To provide treatemtn services for 160 incarcerated males with a client-centered approach in order to reduce relapse to AOD use, reduce recidivism, and improve the quality of life in Monroe County.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 4 : Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000749

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$50,000.00	$16,667.00	$66,667.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$50,000.00**	**$16,667.00**	**$66,667.00**
Percentage	**74.9996**	**25.0003**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 4 Financial (Cont.)

Budget Narrative:

Budget Narrative:

Total Budget: Contractual Services $66,677.00

Budget Sub-Category:
Salaries and Benefits:

Substance Abuse Counselors,
approximately 1.9 FTE @ $31.990 per FTE: $ 60,781
FICA $ 4,396

Sub-total Salaries and Benefits: $ 65,177

Budget Sub-Category
Supplies:
SSC client workbooks: 45 @ $22 per copy $ 990
Reditest drug test: $ 500

Sub-total Supplies $ 1,490

TOTAL BUDGET: $66,677

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 4: Financial

Section Questions:

Question: Identify specific sources of matching funds.

Answer: Monroe County.

Question: Indicate the Operating Capital Outlay (OCO) dollar threshold established by the subgrantee.

Answer: 1000

Question: Are indirect costs included in the budget? If so, has a copy of the subgrantee's Indirect Cost Plan approved by the cognizant federal agency, been submitted to the OCJG?

Answer: NA

Question: If a contract for contractual services will be executed by the subgrantee, has a copy been received by the OCJG?

Answer: An executed copy of the agreement with contracted provider will be sent to FDLE.

Question: If salaries and benefits are included in the budget, is there a net increase in personnel?

Answer: No

Question: Will the project earn Program Generated Income?

Answer: No

Question: Will the applicant be requesting an advance of federal funds?

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Section 5: Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section and will become binding upon approval of this subgrant. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed.

All persons involved in or having administrative responsibility for the subgrant must read these conditions. This section must be returned as part of the completed application.

Definitions:

"**OCJG**", unless otherwise stated, refers to the Florida Department of Law Enforcement, Office of Criminal Justice Grants.

"**Recipient**" refers to the governing body of a county that performs criminal justice functions as determined by the U.S. Secretary of the Interior, and includes an "**Implementing Agency**" which is a subordinate agency of a county or an agency under the direction of an elected official (for example, Sheriff).

1. Reports

A. Project Progress Reports:

Regardless of whether project activities occur or not, the recipient must submit Quarterly Project Progress Reports to the Office of Criminal Justice Grants (OCJG) by February 1, May 1, August 1, and November 1 covering subgrant activities occurring during the previous calendar quarter. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Progress Reports shall be submitted.

B. Financial Reports:

1. The recipient shall have the choice of submitting either Monthly or Quarterly Reimbursement Requests to the OCJG. All Reimbursement Requests are due thirty-one (31) days after the end of the reporting period. A final Reimbursement Request and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to the OCJG within forty-five (45) days of the subgrant end date. Such Reimbursement Requests shall be distinctly identified as "**final**".
2. Regardless of whether costs are incurred or not, all claims for reimbursement of recipient costs shall be submitted on the Reimbursement Request forms prescribed and provided by the OCJG. A recipient shall submit either monthly or quarterly reimbursement requests in order to report current project costs. Reports are to be submitted even when **no** reimbursement is being requested.
3. Before the "**final**" Reimbursement Request will be processed, the recipient must submit to the OCJG all outstanding project performance reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
4. The recipient shall submit Quarterly Project Generated Income Reports to the OCJG by February 1, May 1, August 1, and November 1, covering subgrant project generated income and expenditures occurring during the previous quarter.

C. Other Reports:

The recipient shall submit other reports as may be reasonably required by the OCJG.

2. Fiscal Control and Fund Accounting Procedures

A. The recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All

funds spent on this project shall be disbursed according to provisions of the project budget as approved by the OCJG.

B. All expenditures and cost accounting of funds shall conform to the requirements of the Office of Justice Programs' *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and those specified in the federal Office of Management and Budget (OMB) *Circulars A-21, A-87, A-110* or A-102, as applicable, in their entirety.

C. All funds not spent according to this agreement shall be subject to repayment by the recipient.

3. Compliance with "Consultant's Competitive Negotiation Act"

The recipient, when applicable, agrees to satisfy all requirements provided in Section 287.055, F.S., known as the "Consultant's Competitive Negotiation Act".

4. Approval of Consultant Contracts

The OCJG shall review and approve in writing all consultant contracts prior to employment of a consultant. Approval shall be based upon the contract's compliance with requirements found in the Office of Justice Programs' *Financial Guide* and in applicable state statutes. OCJG approval of the recipient agreement does not constitute approval of consultant contracts.

5. Allowable Costs

Allowance for costs incurred under the subgrant shall be determined according to "*General Principles of Allowability and Standards for Selected Cost Items*" set forth in the Office of Justice Program's *Financial Guide* and federal OMB's *Circular No. A-87*, "Cost Principles for State and Local Governments", or OMB's *Circular No. A-21*, "Cost Principles for Educational Institutions".

All procedures employed in the use of federal funds to procure services, supplies or equipment, shall be according to U.S. OMB's *Common Rule for State and Local Governments*, or OMB *Circular No. A-110 or A-102 as applicable* and Florida Law to be eligible for reimbursement.

6. Delegation of Signature Authority

When a chief officer or elected official of a subgrant recipient designates some other staff person signature authority that chief officer or elected official must submit a letter or resolution indicating the staff person given signature authority to the OCJG. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority.

7. Personnel Changes

In the event of a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the OCJG must be notified in writing with documentation to include appropriate signatures.

8. Travel and Training

A. All travel reimbursement for out-of-state or out-of-grant-specified work area shall be based upon written approval of the OCJG prior to commencement of actual travel. Recipients shall obtain written approval from the OCJG for reimbursement of training costs and related travel prior to commencement of training, if the specific training was not listed in the approved budget.

B. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, F.S.

C. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, F.S.

9. Written Approval of Changes in this Approved Agreement

Subgrantees must provide written requests signed by the Chief Official, of any significant changes to the subgrant. OCGJ approval of any grant amendment request must be received prior to the incorporation of said amendment. These include, but are not limited to: Changes in project activities, designs or research plans set forth in the approved agreement, Budget deviations that do *not* meet the following criterion. That is, a recipient may transfer funds between budget categories as long as the total amount of transfer does *not* exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget line item; or,

A. Transfers of funds above the ten (10) percent cap shall be made only if the Department approves a revised budget.

B. Under no circumstances can transfers of funds increase the total budgeted award. Transfers do not allow for increasing the quantitative number of items documented in any approved budget line item. (For example, equipment items in Operating Capital Outlay or Expense categories or staff positions in the Salaries and Benefits category.)

10. Reimbursement Subject to Available Funds

The obligation of the State of Florida to reimburse recipients for incurred costs is subject to the availability of federal funds authorized under the Residential Substance Abuse Treatment for State Prisoners Formula Grant Program.

11. Procedures for Reimbursement Request

All requests for reimbursement of recipient costs shall be submitted on the form prescribed and provided by the Department. A recipient shall submit reimbursement requests on a monthly or quarterly basis, as specified in order to report project costs incurred during the specified reporting period. All requests for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.

12. Advance Funding

Advance funding is authorized up to twenty-five (25) percent of the federal award for each project according to Section 216.181(15)(b), F.S. and the Office of Justice Programs' *Financial Guide*. Advance funding shall be provided to a recipient upon a written request to the Department justifying the need for such funds.

13. Commencement of Project

If a project has not begun within sixty (60) days after acceptance of the subgrant award, the recipient shall send a letter to the OCJG requesting approval of a new project starting date. The letter must outline steps to initiate the project, explain reasons for delay, and specify an anticipated project starting date.

If a project has not begun within ninety (90) days after acceptance of the subgrant award, the recipient shall send another letter to the OCJG, again explaining reasons for delay and requesting approval of a revised project starting date.

Upon receipt of the ninety (90) day letter, the OCJG shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other projects approved by the Department. If warranted by extenuating circumstances, the Department may extend the starting date of the project beyond the ninety (90) day period, but only

by execution of a formal written amendment to this agreement.

14. Extension of a Contract for Contractual Services

Extension of a contract for contractual services between the subgrantee and a contractor (which includes all project budget categories) shall be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial contract. Only one extension of the contract shall be acceptable, unless failure to complete the contract is due to events beyond the control of the contractor.

15. Excusable Delays

Except with respect to defaults of consultants, the recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the recipient. Such causes include but are not limited to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform shall be beyond the control and without the fault or negligence of the recipient.

If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of recipient and consultant, and without fault or negligence of either of them, the recipient shall not be deemed in default, unless:

A. Supplies or services to be furnished by the consultant were obtainable from other sources,

B. The Department ordered the recipient in writing to procure such supplies or services from other sources, and

C. The recipient failed to reasonably comply with such order.

Upon request of the recipient, the OCJG shall ascertain the facts and the extent of such failure, and if the OCJG determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

16. Obligation of Recipient Funds

Recipient funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the grant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the recipient's project are eligible for reimbursement. A cost is incurred when the recipient's employee or consultant performs required services, or when the recipient receives goods, notwithstanding the date of order.

17. Program Income (also known as Project Generated Income)

The term "program income" or "project generated income" *means* the gross income earned by the recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the Office of Justice Programs' *Financial Guide* and the U.S. Department of Justice's *Common Rule for State and Local Governments*.

18. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the recipient, the recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination or suspension of the agreement in whole or in part. In such event, the Department shall notify the recipient of its decision *thirty (30) days* in advance of the effective date of such sanction. The recipient shall be

paid only for those services satisfactorily performed prior to the effective date of such sanction.

19. Retention of Records

The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the project completion as provided by the Florida Department of State, General Schedule for Local Government GS1-L, and be available for audit and public disclosure upon request of duly authorized persons.

20. Access To Records

The Florida Department of Law Enforcement, Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient, Implementing Agency and contractors for the purpose of audit and examination according to the Office of Justice Program's *Financial Guide*.

The Department reserves the right to unilaterally terminate this agreement if the recipient, Implementing Agency or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

21. Audit

A. Subgrant recipients that expend $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB's *Circular A-133* and other applicable federal law. The contract for this agreement shall be identified with the subject audit in *The Schedule of Federal Financial Assistance*. The contract shall be identified as federal funds passed-through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit which meets the requirements of *Chapters 11.45 and 215.97, Florida Statutes*; and, *Chapters 10.550 and 10.600, Rules of the Florida Auditor General.*

B. A complete audit report which covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to *all* findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.

C. The subgrant recipient shall have all audits completed by an independent public accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

D. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

E. Subgrant recipients that expend less than $500,000 in Federal awards during a fiscal year are exempt from the audit requirements of *OMB Circular A-133* for that fiscal year. In this case, written notification shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to OCJG no later than March 1 following the end of the fiscal year.

F. If this agreement is closed out without an audit, the Department reserves the right to recover any

disallowed costs identified in an audit completed after such closeout.

G. The completed audit reports should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

22. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Program's *Financial Guide* and the federal OMB *Circular A-110 or A-102, as applicable*.

23. Property Accountability

The recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.

The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs' *Financial Guide* and the federal OMB *Circular A-110 or A-102, as applicable*. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

24. Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision.

If the recipient appeals the Department's decision, it also shall be made in writing within twenty-one (21) calendar days to the Department's agency clerk. The recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Chapters 28-5 and 9-5, F.A.C. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

25. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Bureau, of the U.S. Department of Justice's Bureau of Justice Assistance or both have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

26. Publication or Printing of Reports

The recipient shall submit one copy of all reports and proposed publications resulting from the agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

"This project was supported by Grant No. 2001-RT-BX-0044 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this

document are those of the author and do not necessarily represent the official position of policies of the U.S. Department of Justice."

27. Equal Employment Opportunity (EEO)

A. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed 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 (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); 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); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

B. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of $25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

C. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of $500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

D. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of $25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.

E. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

F. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

28. Payment Contingent on Appropriation

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature.

29. Certifications Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification

requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for in-fluencing 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 con-nection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

3. The undersigned shall require that the language of this cer-tification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

1. The applicant certifies that it and its principals:

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

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

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

C. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

1. The applicant certifies 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 the grantee's 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 grantee'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 the grant 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 under the grant, the employee will

      1. Abide by the terms of the statement; and

      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

   e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

   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 so 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;

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

If a state agency, the recipient agrees to comply with Section 319 of Public Law 101-121 set forth in "New Restrictions on Lobbying; Interim Final Rule," published in the February 26, 1990, Federal Register. Each person shall file the most current edition of this Certification And Disclosure Form, if applicable, with each submission that initiates agency consideration of such person for award of federal contract, grant, or cooperative agreement of $100,000 or more; or federal loan of $150,000 or more. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure to file.

The undersigned certifies, to the best of his or her knowledge and belief, that:

D. No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

E. If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.

F. The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all recipients shall certify and disclose accordingly.

30. State Restrictions on Lobbying

In addition to the provisions contained herein, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

31. Project Closeout

Project funds which have been properly obligated by the end of the subgrant funding period will have forty-five 45) days in which to be liquidated (expended). Any funds not liquidated at the end of the 45-day period will lapse and revert to the Department. A subgrant-funded project will not be closed out until the recipient has satisfied all closeout requirements in one final subgrant closeout package.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Florida Department of Law Enforcement", and mailed directly to the Department at the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

32. Background Check

It is strongly recommended that all programs targeting juveniles, implemented by other than a sworn law enforcement officer or program licensed by the Department of Children and Family Services, conduct background checks on all personnel providing direct services.

33. Purchase of American-Made Equipment and Products

To the greatest extent practicable, all equipment and products purchased with program funds should be American-made.

34. Eligibility for Employment in the United States

The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324A(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

35. National Environmental Policy Act (NEPA)

A. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,

1. New construction;
2. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
3. A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
4. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

B. For any of a subgrantee's existing programs or activities that will be funded by these subgrant, the subgrantee, upon specific request from the Department and the Bureau of Justice Assistance (BJA), agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

36. Assurance of Political Activities Limitations

The subgrantee assures that it will comply with provisions of Federal law which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or part by Federal grants (5USC 1501, et seq.)

A. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the FDLE of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

B. Flood Disaster Protection Act

The subgrantee will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

C. National Historic Preservation Act

The subgrantee will assist the FDLE in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the FDLE of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

37. The Coastal Barrier Resources Act

The subgrantee will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibit the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

38. "Pay to Stay"

The subrecipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. The subrecipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.

39. If a Governmental Entity:

it will comply with the requirements of the Uniform Relocation Assistance and Real property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

40. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

41. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section

274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

42. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

43. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

44. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

CERTIFICATION FORM

Recipient Name and Address: Monroe County

Grant Title: Res. Subs.Abuse Treatment Grant Number: 2011-RSAT-71 Award Amount: 50,000

Contact Person Name and Title: Lisa Tennyson, Grants Admin. Phone Number: (305) 292-4444

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both**. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees,
- ☐ Recipient is a non-profit organization,
- ☐ Recipient is a medical institution,
- ☐ Recipient is an Indian tribe,
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title **Signature** **Date**

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Roman Gastesi, County Administrator **[responsible official]**, certify that the Monroe County **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Calvin Allen, EEO Officer, Monroe County **[organization]**, at 1100 Simonton Ave, Key West, Fl 33040 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Roman Gastesi, County Administrator 8/22/11

Print or type Name and Title **Signature** **Date**

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement
Residendial Substance Abuse Treatment Program

Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

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

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

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

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

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

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

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

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies 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 the grantee's 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 grantee'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;

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement
Residendial Substance Abuse Treatment Program

(c) Making it a requirement that each employee to be engaged in the performance of the grant 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 under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(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 so 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here ___ If there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here ___ If the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Monroe County Board of County Commissioners

2. Project Name: Residential Substance Abuse Treatment-Jail In-House Program

3. Typed Name and Title of Authorized Representative: Roman Gastesi, County Administration

4. Signature: RG 4g 5. Date: 8/22/11

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Martha McWilliams AIC

Typed Name and Title: for Clayton H. Wilder, Community Program Administrator

Date: 10/6/11

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Monroe County Board of County Commissioners

Signature: [illegible]

Typed Name and Title: Roman Gastesi, County Administrator

Date: 8/23/11

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Monroe County Board of County Commissioners

Signature: [illegible]

Typed Name and Title: Roman Gastesi, County Administrator

Date: 8/23/11