BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 20, 2006

Division: Management Services

Bulk Item: Yes ☒ No ☐

Department: Administrative Services

Staff Contact Person: David P. Owens

AGENDA ITEM WORDING: Authorization for the Mayor to execute the Certificate of Acceptance of Subgrant Award for the Monroe County Jail Incarceration Program, using funds provided under the Residential Substance Abuse Treatment Grant, for the period from September 1, 2006 through August 31, 2007.

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. Services provided by Care Center for Mental Health, Inc.

PREVIOUS RELEVANT BOCC ACTION: Approval to apply for grant funds given at June 2006 meeting. Contract with Care Center for Mental Health 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

REVENUE PRODUCING: Yes ☐ No ☒

AMOUNT PER MONTH_____
YEAR_____

APPROVED BY: COUNTY ATTY ☑ OMB/PURCHASING ☑ RISK MANAGEMENT ☑

DIVISION DIRECTOR APPROVAL: _____
for Salvatore R. Zappula

DOCUMENTATION: INCLUDED: ☒ NOT REQUIRED: ☐

DISPOSITION: _____

AGENDA ITEM #: _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Florida Department of Law Enforcement

Effective Date: 09/01/06

Expiration Date: 08/31/07

Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Residential Substance Abuse Treatment Program.

Contract Manager: David P. Owens (Name) 4482 (Ext.) OMB/Grants Mgt. (Department)

for BOCC meeting on 09/20/06

Agenda Deadline: 09/05/06

CONTRACT COSTS

Total Dollar Value of Contract: $66,667.00

Current Year Portion: $4,167.00

Budgeted? Yes X No

Account Codes: 125-06019-530490-GG0709-XXXXXX

Grant: $50,000.00

County Match: $16,667.00

ADDITIONAL COSTS

Estimated Ongoing Costs: $2,857.00
(Not included in dollar value above)

For: Staff support-filing reports, oversight
(eg. Maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
for Division Director	8/14/06	Yes ☐ No ☑	[illegible]	8/14/06
Risk Management	8-9-06	Yes ☐ No ☑	M. Sleuth	8-9-06
E O.M.B./Purchasing	8/14/06	Yes ☐ No ☑	Emilia C. Coughlin	8/14/06
County Attorney	8/8/06	Yes ☐ No ☑	A M Grimsley	8-8-06

CV 8-10-06

Comments:_____

OMB Form Revised 9/11/95 MCP #2
Revised 2/95

FDLE

Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants

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

AUG - 3 2006

RECEIVED
AUG 07 2006
BY: OMB

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

Re: Contract No. 2007-RSAT-MONR-1-P2-004

Dear Mayor McCoy:

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 850/410-8700.

Sincerely,

Clayton H. Wilder
Administrator

CHW/MKM/dh

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 2007-RSAT-MONR-1-P2-004, in the amount of $ 50,000.00, for a project entitled, MONROE COUNTY JAIL INCARCERATION PROGRAM, for the period of 09/01/2006 through 08/31/2007, 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

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Susan M. Grimsley
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 8-8-06

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: AUG - 3 2006

Grant Period: From: 09/01/2006 TO: 08/31/2007

Project Title: MONROE COUNTY JAIL INCARCERATION PROGRAM

Grant Number: 2007-RSAT-MONR-1-P2-004

Federal Funds: $ 50,000.00

BGMTF Funds:

State Agency Match:

Local Agency Match: $ 16,667.00

Total Project Cost: $ 66,667.00

Program Area: 0001 : Residential Substance Abuse Treatment

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.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Administrator

8-3-06

Date

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

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 1: Administration

Subgrant Recipient

Organization Name: Monroe County Board of Commissioners
County: Monroe
FEID OR SAMAS: 596000749

Chief Official

Name: Charles McCoy
Title: Mayor
Address: 530 Whitehead Street
City: Key West
State: FL **Zip:** 33040
Phone: 305-292-3430 **Ext:**
Fax: 305-292-3577
Suncom:
Email: boccdis3@monroecounty-fl.gov

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
Suncom:
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
FEID OR SAMAS: 596000749

Chief Official

Name: Charles McCoy
Title: Mayor
Address: 530 Whitehead Street
City: Key West
State: FL **Zip:** 33040
Phone: 305-292-3430 **Ext:**
Fax: 305-292-3577
Suncom:
Email: boccdis3@monroecounty-fl.gov

Project Director

Name: David Owens
Title: Grants Administrator
Address: 1100 Simonton Street
City: Key West
State: FL **Zip:** 33040
Phone: 305-292-4482 **Ext:**
Fax: 305-292-4515
Suncom:
Email: owens-david@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
Project Sequence No: 1
Subgrant Recipient: Monroe County Board of Commissioners
Implementing Agency: Monroe County Board of Commissioners
Project Start Date: 9/1/2006 **End Date:** 8/31/2007

Problem Identification

N/A (as specified in instructions)

Project Summary

The Jail Incarceration Program is an in house substance abuse treatment program. It began in 1997, funded by a Byrne Grant, and has served approximately 900 inmates with an overall recidivism rate of thirty-five per cent compared to a seventy per cent recidivism rate for the jail. It provides the administrative and case management services as mandated by Florida Administrative Code 10-E16.

Under the RSAT grant, the program has been expanded and enhanced. This year, the program will serve approximately 190 inmates. The inmates (male) are housed in a separate dorm with its own recreation area. All the inmates in the program are screened to determine special needs. They have liaison and advocacy to help them get treatment in JIP or another appropriate program. All participants have individualized treatment plans that plan are reviewed monthly and adjustments are made if needed. The program includes special counseling in anger management, domestic abuse, parenting classes, conflict resolution, grief work, life skills, and job skills. Inmates are screened and referred for mental health counseling, educational and/or vocational training, transitional housing, aftercare, work release, and medical assistance. This helps increase success in the recovery process and decreases the criminal activity associated with substance abuse.

Referrals will be made for inmates that need English as a second language, literacy skill improvements, and GED classes. Life Skills will address how to find a place to live, how to open a bank account, how to make a budget, and basic nutrition. Job Skills will address how to look for work, fill out a job application, interview, and obtain a job (work release if possible). All inmates will create a resume to take with them. Educational assistance will be given, providing basic communication skills, computer literacy, and how to mentor. The Substance Abuse counseling will continue in its present form. The emphasis on cognitive behavioral therapy and rational emotive therapy (RET) is its backbone. The twelve-step approach, life skills, art/music therapy, and group therapy provide a well-rounded approach.

Last year the program, "Touchstones" was added. Touchstones discussion groups are aimed at developing verbal skills, active listening, using evidence to support an opinion and the development of careful, respectful and yet critical consideration of the opinions of others. Its central purpose is to enable people who are products of a technological world to become responsible, thoughtful inhabitants of that world. The texts are chosen from Western classical thought because they are characteristically abstract and impersonal and allow the group to bring their own experience to bear. Touchstones is selected as an adjunct to therapy to see if the inmates could follow the arguments of the reading, present their own ideas in a logical fashion and deal with conflict in a dialectical

manner rather than using old patterns of behavior involving unsubstantiated opinions reinforced by acting out behavior. From a therapeutic point of view, it is an excellent way to reduce aggression and expand cognitive skills.

There are no barriers to admission because of co-occurring disorders, spanish-only speaking, learning disabilities, or illiteracy. There are videos, books on tape, and bi-lingual staff to assist clients.

The Detention center continues to operate a farm and petting zoo that is maintained by inmates in JIP. It is very therapeutic to work with the animals and to give something while getting no tangible reward. This is a concept new to many of the inmates.

Treatment is a minimum of six months with the possibility of lasting one year. Aftercare is six months and is provided by the Care Center for Mental Health in Key West.

Objectives

The number of inmates expected to complete the program is 100.
It is also projected that:
70% of the inmates served will complete an Aftercare Program.
97% 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.
75% of the inmates will not violate probation during aftercare and
70% of the inmates served will not return to jail during the first year after release.

The program will have administrative coordinator who also serves as a counselor. There will be two additional full-time counselors and two part-time counselors. All staff will have a strong background in substance abuse counseling with appropriate certification or work towards certification. Staff expertise has a direct impact on the program efficiency.

Random drug testing is conducted weekly with all inmates being tested at random. The program coordinators further evaluate the program's effectiveness by tracking the inmates who have completed the program through probation and checking for any new arrests in Monroe County and nationwide. For recidivism purposes, a sample of the program's inmates is compared to a random sample of inmates who received no treatment.

The Program Coordinators will review all the testing and screening of the inmates and make the final selection of appropriate inmates to participate in JIP.

Additional programs available to participants include "Street Smarts," an HIV/AIDS prevention program, and "Healthy Heart," a diet, nutrition, blood pressure and health program.

Aftercare priority is given by the Care Center for Mental Health, in Key West, not funded by RSAT.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

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 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 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 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: Community Service
Target Group: Adult Males
Geographic State of Florida
Location Type: Jail

Address(es) :

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

Activity Description

Activity: Drug Testing
Target Group: Adult Males
Geographic 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 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

Activity Description

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

Address(es) :

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

Activity Description

Activity: Pharmacotherapy
Target Group: Adult Males
Geographic 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

Activity Description

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

Address(es) :

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

Activity Description

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

Address(es) :

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

Objectives and Measures

Objective 0001 - To continue to fund previously funded RSAT beds during this grant cycle.

Application for Funding Assistance

Florida Department of Law Enforcement

Residential Substance Abuse Treatment

Measure: 0001

Specify the number of previously funded RSAT beds continued during this grant cycle.

Goal: 54

Objective 0003 - To enhance RSAT treatment beds previously funded through other sources.

Measure: 0003

Specify the number of treatment beds previously funded through other sources to be enhanced with RSAT during this grant cycle.

Goal: 0

Objective 0004 - To maintain adequate sentencing so that a minimum of 6 months and a maximum of 12 months of residential treatment is provided to each participant during this grant cycle.

Measure: 0004

State the anticipated average length of stay (in days) for those who will complete the residential program during this grant cycle.

Goal: 182

Objective 0005 - To provide a minimum of six months and a maximum of 12 months of residential treatment services to each participant during this grant period.

Measure: 0005

Specify the number of days residential treatment services are to be provided during the grant period.

Goal: 260

Objective 0006 - To make aftercare treatment available to offenders completing the RSAT program.

Measure: 0006

Specify the anticipated number of days aftercare will be provided to offenders completing the RSAT program.

Goal: 130

Objective 0007 - To enroll adult male offenders into the RSAT program during the grant cycle.

Measure: 0007

Specify the anticipated number of adult male offenders who will enter the RSAT program during the grant cycle.

Goal: 150

Application for Funding Assistance

Florida Department of Law Enforcement

Residential Substance Abuse Treatment

Objective 0011 - To enroll adult male RSAT completions into an aftercare program during this grant cycle.

Measure: 0011

Specify the anticipated number of adult male RSAT completions to enter an aftercare program during the grant cycle.

Goal: 70

Objective 0015 - To successfully treat RSAT paticipants enrolled in the residential program during the grant cycle.

Measure: 0015

Specify the anticipated number of successful RSAT completions during the grant cycle.

Goal: 100

Objective 0016 - To maintain records of offenders that dropped out of the residential program during the grant cycle.

Measure: 0016

Specify the anticipated number of offenders who will drop out of the residential program during the grant cycle.

Goal: 30

Objective 0017 - To maintain records of offenders that were terminated from the residential program during the grant cycle.

Measure: 0017

Specify the anticipated number of offenders who will be terminated from the residential program during the grant cycle.

Goal: 20

Objective 0018 - For RSAT completions to successfully complete the aftercare program.

Measure: 0018

Specify the anticipated number of RSAT completions who will successfully complete the aftercare program during the grant cycle.

Goal: 50

Objective 0020 - To maintain a reasonable and consistent average cost per day for the RSAT program during the grant cycle.

Measure: 0020

State the anticipated average cost per day for the RSAT prgram during the grant cycle.

Application for Funding Assistance

Florida Department of Law Enforcement

Residential Substance Abuse Treatment

Section 3 - Performance

Goal: 366.30

Objective 0022 - For RSAT completions to remain drug-free during the residential program.

Measure: 0022

Of the number of RSAT completions, specify the anticipated number who will remain drug-free during the residential program.

Goal: 145

Objective 0025 - To fund RSAT beds during the grant cycle.

Measure: 0025

Specify the number of RSAT beds to be funded during this grant cycle.

Goal: 54

Objective 0026 - To keep RSAT participants separate and apart from the general population of the facility.

Measure: 0026

Specify the manner in which the RSAT participants are to be kept separate and apart from the general population of the facility during the grant cycle.

Goal: RSAT participants are housed in a separate dormitory within the detention center.

Objective 0027 - To provide adequate treatment activities to be carried out during the grant period.

Measure: 0027

List the treatment activities to be carried out during the grant cycle.

Goal: Treatments include Moral Reconation Therapy, the Touchstones program, which deals with communications skills, art and music, employment assistance, personal finance education, 12-step programs, life-skills training, grief counseling, anger management, rational emotive therapy, and parenting classes.

Objective 0028 - To make aftercare treatment available to RSAT completions during the grant cycle.

Measure: 0028

Specify the aftercare provider and services to be rendered during the grant cycle. If no aftercare is provided, state the reason.

Goal: The local aftercare provider will be the Care Center for Mental Health. The program includes relapse prevention, individual counseling, and psychiatric services.

Many clients move out of Monroe County after completing the program; arrangements are made for them to enroll in an aftercare program in their

destination city or town.

Objective 0029 - To develop criteria to be used to assign offenders to the RSAT program.

Measure: 0029

Specify the criteria to be used to assign offenders to the RSAT program during the grant cycle.

Goal: Criteria from the Diagnostic and Statistical Manual of Mental Disorders (specifically DSM-IV) are used to select eligible clients. SASSI (Substance Abuse Subtle Screening Inventory) is also utilized in the selection of clients.

Objective 0030 - To be in accordance with federal and state licensure laws.

Measure: 0030

Specify the entity issuing licensure for RSAT services rendered during the grant cycle.

Goal: State of Florida, Department of Children and Families

Objective 0031 - To maintain notable progress throughout the life of the grant.

Measure: 0031

Specify the progress anticipated to occur in the RSAT program during the grant cycle.

Goal: Successful completion of program.
Few or no relapses.
Employment after release.
Improved attitude.

Objective 0032 - To employ an adequate number of sufficiently trained and licensed staff to render RSAT services during the grant cycle.

Measure: 0032

Specify the title(s) and anticipated date of hire for each grant funded position to be filled during the grant cycle.

Goal: Program Director/Counselor Sept. 1
Counselors(3) Sept. 1

Objective 0033 - To perform drug testing of all RSAT participants during the grant cycle.

Measure: 0033

Specify the frequency and type of drug testing to be performed during the grant cycle. State the sanction imposed for positive tests.

Application for Funding Assistance

Florida Department of Law Enforcement

Residential Substance Abuse Treatment

Goal: Random urine testing will be conducted on all participants.

The sanction imposed for a positive test will be "lock-up" for thirty days and an appearance before the Judge.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

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

SAMAS / Vendor Number: 596000749

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$50,000.00	$16,667.00	$66,667.00
Contractual Services	$0.00	$0.00	$0.00
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

Budget Narrative:

Salaries and Benefits:

Substance Abuse Counselors 1.85 FTE: 59,152.00
FICA @ 7.65% 4,525.00
Health Insurance @ 249.24/month 2,990.00
Total 66,667.00

Match will be provided from the Monroe County Board of County Commissioners Fine and Forfeiture Fund.

Purchasing methods will comply with all county, state, and federal requirements.

Monroe County will contract with the Care Center for Mental Health for this program.

Application for Funding Assistance

Florida Department of Law Enforcement

Residential Substance Abuse Treatment

Section Questions:

Question: Identify specific sources of matching funds.

Answer: Monroe County Fine and Forfeiture Fund

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

Answer: 750

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: Indirect costs are not included.

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

Answer: Copies have been provided in prior years, and a copy will be sent with our application.

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

Answer: Yes

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.

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:

"**Department**", unless otherwise stated, refers to the Florida Department of Law Enforcement.

"**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. The OCJG's 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 for him/her, the chief officer or elected official must submit to the OCJG a letter or resolution indicating the staff person given signature authority. 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

Upon implementation of the project, in the event there is 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

Recipients must request in writing any significant changes to the agreement and receive approval from OCJG. These include, but are not limited to:
Changes in project activities, designs or research plans set forth in the approved agreement;

A. 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,

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

C. 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 Section G, Item 1b of this agreement, 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. **This request, including the justification, shall be enclosed with the subgrant application.**

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 recipient 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*.

The recipient shall submit Project Generated Income Reports in accordance with Section G, Paragraph 1.b.

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)

All recipients are required to comply with statutes that govern programs or activities funded by the *Office of Justice Programs (OJP) (Section 809(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d*, which prohibit such discrimination, as follows:

No person in any State shall on the grounds of race, color, religion, national origin, sex [or disability]* be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available under this title.

**Section 504 of the Rehabilitation Act of 1973 prohibits identical discrimination on the basis of disability.*

The recipient acknowledges, by completing and signing the attached EEO Certification Letter (Appendices I), that failure to submit an acceptable Equal Employment Opportunity Plan approved by the Office for Civil Rights (if recipient is required to submit one pursuant to *28 CFR 42.302*), is a violation of its certified assurances and may result in suspension of funding obligation authority. **Submission of this certification letter is a prerequisite to entering into this agreement.** This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have *120 days* after the date of this agreement to comply with the Act or face loss of federal funds subject to the sanctions in the *Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and CFR Section 42.207 Compliance Information; Title VI of the Civil Rights Act of 1964, as amended; and Department of Justice regulation 28 CFR Part 42, Subparts C, D, E; Reference Title II of the Americans with Disabilities Act and Department of Justice regulation 28 CFR Part 42, Part 35; and Title IX of Education Amendments of 1972 and Department of Justice Regulation 28 CFR Part 54.)*

If any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, gender, disability or age against a recipient of funds, the recipient must agree to forward a copy of the findings to the OJP Office for Civil Rights.

The subgrantee will comply and assure the compliance of all contractors, with the non-discrimination requirements of the Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990) ; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulation, 28 CFR Part 42, Subparts C,D,E and G; and Department of Justice regulation on disability discrimination, 28 CFR Parts 35 and 39.

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.
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 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;

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

(c) 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.

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 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

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;

(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:

A. 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.

B. 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.

C. 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.)

37. 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.

38. 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.

39. 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.

40. 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.

41. "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.

42. 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.

Application for Funding Assistance

Florida Department of Law Enforcement

Residential Substance Abuse Treatment

Section 7 Certifications and Authorizations

Insert Certifications and Authorizations here.

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

EEO Certification Letter – Subgrant Recipient

Mr. Clayton H. Wilder
Community Program Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program Requirements -- Subgrant Recipient

Dear Mr. Wilder:

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, I have read the Act criteria set forth in the Subgrant Application Package and Instructions. I understand that if the subgrant recipient meets these criterion, it must formulate, implement and maintain a written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the subgrant recipient (Initial one of the following):

__XX__ Does meet Act Criteria and does have a current EEO Program Plan.

____ Does meet Act Criteria and does not have a current EEO Program Plan.

____ Does not meet Act Criteria.

I further affirm that if the recipient meets the Act criteria and does not have a current written EEO Program, federal law requires it to formulate, implement, and maintain such a program within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

Requires signature of authorized official:

Type Name and Title: Charles L. "Sonny" McCoy, Mayor

By:_____ Date: July 25, 2006

Name of Subgrantee Organization: Monroe County Board of County Commissioners

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK
BY: _____
DEPUTY CLERK 6-21-06

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

EEO Certification Letter - Implementing Agency

Mr. Clayton H. Wilder
Community Program Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program Requirements -- Implementing Agency

Dear Mr. Wilder:

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, I have read the ACT criteria set forth in the Subgrant Application Package and Instructions. I understand that if the Implementing Agency meets these criterion, it must participate in the subgrant recipient's EEO Program or formulate, implement and maintain its own written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the Implementing Agency (Initial one of the following):

XX Does meet Act Criteria and does have a current EEO Program Plan.

____ Does meet Act Criteria and does not have a current EEO Program Plan.

____ Does not meet Act Criteria.

I further affirm that if the implementing agency meets the Act criteria and does not participate in the subgrant recipient's EEO Program or does not have its own written EEO Program, federal law requires it to participate in such a program or formulate, implement, and maintain its own program within 120 days after a subgrant application is approved or face loss of federal funds.

Requires signature of authorized official:

Type Name and Title: Charles L. "Sonny" McCoy, Mayor

By: _____ Date: July 25, 2006

Name of Implementing Agency: Monroe County Board of County Commissioners

DANNY L. KOLHAGE CLERK
BY _____
DEPUTY CLERK 6-21-06

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 6 - Signatures

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

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

Signature: Clayton H. Wilder

Typed Name and Clayton H. Wilder, Administrator

Date 8-3-06

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

Typed Name of Subgrant Monroe County Board of County Commissioners

Signature:

Typed Name and Charles L. "Sonny" McCoy, Mayor

Date July 25, 2006

(SEAL) ATTEST: DANNY L. KOLHAGE, CLERK
BY: DEPUTY CLERK 6.21.06

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Monroe County Board of County Commissioners

Signature:

Typed Name and Charles L. "Sonny" McCoy, Mayor

Date July 25, 2006