

**SERVICE FUNDING AGREEMENT BETWEEN
PINELLAS COUNTY AND CURAPARR CORPORATION
DBA CENTER FOR RATIONAL LIVING
FOR THE ELEVATE PROGRAM**

THIS AGREEMENT, is entered into this 30th day of December, 2015, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and CURAPARR CORPORATION, a Florida corporation, doing business as CENTER FOR RATIONAL LIVING, hereinafter referred to as "AGENCY".

W I T N E S S E T H:

WHEREAS, COUNTY has received a joint grant award through the Bureau of Justice Assistance (BJA), and the Substance Abuse and Mental Health Services Administration (SAMHSA), to execute Pinellas County Elevate: Raising Problem Solving to Another Level, which is an enhancement to the Adult Drug Court; and

WHEREAS, COUNTY, as the grant recipient, finds it necessary to provide for external administration of grant activities, expenditures, financial accounting, and reporting in accordance with grant requirements; and

WHEREAS, the purpose of this Agreement is to facilitate the administration of federal grant funds and their resultant programs through mutual understanding of the procedures and expectations of each party; and

WHEREAS, the AGENCY provides services consistent with the requirements of the federal grant funds in an efficient manner; and

WHEREAS, provision of these services shall provide a distinct benefit to the citizens of the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between COUNTY and AGENCY as follows:

1. SCOPE OF SERVICES:

a. AGENCY agrees to comply with the terms, conditions and scope of the Pinellas County Elevate Grant Award.

b. AGENCY agrees to provide the services for COUNTY as outlined in the grant application and award (Attachment 1), as well as any subsequent revisions approved by SAMHSA.

c. AGENCY agrees to provide services, including but not limited to: (1) Clinical supervision, counseling/substance abuse and mental health treatment, drug testing, and case management services; (2) Participant Home Visits; (3) Medical and Office Supplies and Consumables; (4) Incentives; (5) Operations Costs; (6) Travel Costs; and (7) Indirect/Administrative services.

2. COMPENSATION:

a. The COUNTY agrees to pay AGENCY for services as described in Section 1, SCOPE OF SERVICES, up to the sum of One Hundred Nineteen Thousand and No/100 Dollars (\$119,000.00) per year, as awarded during the project period. The project period is from September 30, 2015 to September 29, 2018.

b. Any rollover amounts for the project approved by SAMHSA will be carried into the next year of the award.

c. Any changes to the budget or program allowed per the Department of Justice Grants Financial Management Guide will be permitted without amendment to this Agreement, unless a Grant Amendment Notification is specifically requested by a federal grant manager.

d. All requests for reimbursement payments shall be accompanied either by invoices indicating AGENCY payment or documentation which certifies that the services for which reimbursement is sought have been rendered.

e. The COUNTY's obligation to pay under this Agreement is contingent upon an annual award of grant funds, and if funds become unavailable, the COUNTY will have no further obligation to pay under this agreement.

f. AGENCY shall submit, within fifteen (15) working days after month's end, detailed documentation and an invoice that certify the services have been completed to:

Nicholas Bridenback, Program Manager
Pinellas County Adult Drug Court
14250 49th Street North
Clearwater, FL 33762

for review and authorization to pay. Payment by the COUNTY shall be subject to the Florida Prompt Payment Act.

3. CONDITIONS:

a. The laws of the State of Florida shall govern this Agreement.

b. AGENCY shall perform this Agreement. No assignment or subcontracting shall be allowed except as provided for herein.

c. AGENCY agrees to maintain adequate supporting documents to account for the use of money so provided, as well as separate accounting for the grant funding. In addition, AGENCY agrees to specifically identify all clients paid for by grant funds.

d. AGENCY shall obtain and maintain all licenses that are necessary to fulfill the conditions of this Agreement.

e. AGENCY shall comply with all federal grant guidelines, as well as with County procedures for monitoring of grant funded services and operations, including the submission of additional reports as requested by the County.

4. AMENDMENT/MODIFICATION:

This Agreement may only be modified by mutual agreement of the parties, evidenced by a written amendment executed in the same fashion as the original.

5. CONFIDENTIALITY:

Both parties acknowledge that in exchanging, storing, processing or otherwise dealing with information about referred patients, they are fully bound by the federal and state laws governing the confidentiality and patients' privacy rights.

6. INDEMNIFICATION:

AGENCY shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from AGENCY; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of AGENCY; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, bylaws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

7. CANCELLATION:

a. COUNTY reserves the right to cancel this Agreement with or without cause by giving sixty (60) days notice to AGENCY in writing of the intent to cancel.

b. Failure of AGENCY to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of COUNTY.

8. CONFORMITY TO LAW:

AGENCY agrees to operate within strict conformity to all federal, state, and local laws and any rules or regulations adopted thereunder.

9. INTEREST TO MEMBERS OF COUNTY AND OTHERS:

No officer, member or employee of the COUNTY and no member of its governing body and no other public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decision relating to this Agreement which affect their personal interest or the interest of any corporation, partnership or association which they are, directly or indirectly, interested; nor shall any officer, member or employee of the COUNTY or any member of its governing body, COUNTY or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

10. NON-DISCRIMINATION:

AGENCY shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin or disability. AGENCY will, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

11. MINIMUM INSURANCE REQUIREMENTS:

AGENCY must provide verification of adequate liability insurance coverage (Attachment 2) that includes the Pinellas County Board of County Commissioners as an additional insured. AGENCY must hold this coverage at all times during the existence of this Agreement.

12. ENTRY:

The COUNTY reserves the right to enter upon any premises used for any part of this project and will provide eight (8) hours notice prior to inspection for the purpose of making an inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.

13. AUDIT:

AGENCY agrees to maintain adequate supporting documents to account for the use of money so provided. In addition, AGENCY agrees to provide an independent audit at no additional cost to the COUNTY or to be subject to an internal audit provided through the COUNTY, as may be requested by the COUNTY. For the purpose of such audits, AGENCY shall retain all records relating to this Agreement for five (5) years after final payment is made. All records shall be subject to audit by the COUNTY pursuant to Section 30-47 of the Pinellas County Code, as well as all Grantor audit conditions as listed in Standard Conditions, Number 15, Audit.

14. SEVERABILITY:

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15. AGREEMENT COVERED BY FLORIDA LAW:

This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida.

16. TERM OF AGREEMENT:

This Agreement shall be effective retroactively from September 30, 2015 through September 29, 2018, unless sooner terminated pursuant to paragraph 7 hereof. The parties reserve the right to extend this Agreement for up to one year, upon mutual agreement in writing.

17. AGREEMENT MANAGEMENT:

The contact person for COUNTY shall be:

Marie Elam, Justice Programs Analyst
Pinellas County Justice Coordination
631 Chestnut Street
Clearwater, Florida 33756

The contact person for AGENCY shall be:

Bradley Callahan, Director
Center for Rational Living
50 S. Belcher Road, Suite 120
Clearwater, Florida 33765

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first written above.

ATTEST:

Della Klug

PINELLAS COUNTY, FLORIDA, acting
by and through its County Administrator,




By: _____

Mark S. Woodard
County Administrator

Date: 12/29/15

ATTEST:



CURAPARR INC. d/b/a CENTER
FOR RATIONAL LIVING

By:  _____

Printed Name: Bradley Callahan

Title: Director

Date: 12/29/15

APPROVED AS TO FORM

By: _____


Office of the County Attorney



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Pinellas 315 Court Street Clearwater, FL 33756-5165		4. AWARD NUMBER: 2015-DC-BX-0073	
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2018	
2a. GRANTEE IRS/VENDOR NO. 596000805		6. AWARD DATE 09/30/2015	7. ACTION Initial
2b. GRANTEE DUNS NO. 055200216		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Pinellas County Joint Drug Court Project		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 299,491	
		11. TOTAL AWARD \$ 299,491	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 3797u (a) (BJA - Drug Courts)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.585 - 16.585 (BJA) and 93.243 (CSA1)			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karel Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mark S. Woodard County Administrator	
17. SIGNATURE OF APPROVING OFFICIAL <i>Karel V. Mason</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Mark S. Woodard</i>	19A. DATE 10/23/15
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DC 80 00 00 299491		21. PDCUGT1233	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
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**AWARD CONTINUATION
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PROJECT NUMBER 2015-DJ-BJA-007

AWARD DATE 09/30/2015

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



Department of Justice
Office of Justice Programs
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PROJECT NUMBER 2015-DJ-BX-0075 AWARD DATE 09/30/2015

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

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

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

2. If the recipient does or is authorized to make subawards or contracts under this award

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements that prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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PROPOSAL NUMBER: 2015-01-000-0071

AWARD DATE: 09/30/2015

SPECIAL CONDITIONS

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

[Handwritten signature]



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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PROJECT NUMBER 2015-DC-BX-0073

AWARD DATE 09/30/2015

SPECIAL CONDITIONS

19. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2015-DC-BX-0073 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
20. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
21. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
22. 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.
23. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
24. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



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AWARD DATE 09/30/2015

SPECIAL CONDITIONS

25. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
26. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
27. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
28. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
29. Recipient agrees to submit an evaluation plan and/or management information system (MIS) plan for review and approval within 180 days from the date of acceptance of this award. The recipient agrees to submit finalized evaluation report(s) to the Bureau of Justice Assistance prior to the end of the grant period.
30. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for County of Pinellas

The Joint Adult Drug Court Services, Coordination, and Treatment Grant Program is designed to assist states, state courts, local courts, counties, other units of local government, or Indian tribal governments to implement comprehensive strategies for enhancing drug court capacity by bridging access to both criminal justice and substance abuse treatment funds. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER
2015 DE BX 0073

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This project is supported under 42 U.S.C. 3797u (a) (BJA - Drug Courts)

1. STAFF CONTACT (Name & telephone number)

Tracy Lee-Williams
(202) 514-1499

2. PROJECT DIRECTOR (Name, address & telephone number)

Michael Cooksey
Director
315 Court Street
Clearwater, FL 33756
(727) 453-7441

3a. TITLE OF THE PROGRAM

BJA FY 15 Joint Adult Drug Court Solicitation to Enhance Services, Coordination, and Treatment

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Pinellas County Joint Drug Court Project

5. NAME & ADDRESS OF GRANTEE

County of Pinellas
315 Court Street
Clearwater, FL 33756-5165

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM 09/30/2015 TO 09/30/2018

8. BUDGET PERIOD

FROM 09/30/2015 TO 09/30/2018

9. AMOUNT OF AWARD

\$ 299,491

10. DATE OF AWARD

09/30/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Joint Adult Drug Court Services, Coordination, and Treatment Grant Program is designed to assist states, state courts, local courts, counties, other units of local government, or Indian tribal governments to implement comprehensive strategies for enhancing drug court capacity by bridging access to both criminal justice and substance abuse treatment funds. The program supports the enhancement of court services and capacity, coordination, and evidence-based substance abuse treatment and recovery support services of adult drug courts. Drug court programs funded by the Joint Adult Drug Court Services, Coordination, and Treatment Grant Program are required by law to target nonviolent criminal offenders.

The county of Pinellas will use the grant funds to: include or establish new services for populations not currently being served in the drug court; enhance court operations including training programs for drug court practitioners, drug court program evaluations, performance management system implementation, and automated management information system implementation; expand or enhance court services in areas such as offender management, including drug testing, case

management, and community supervision; and improve the quality and/or intensity of services such as healthcare and mental health care, education, vocational training, job training and placement, housing placement assistance, and childcare or other family support services for each participant who requires such services.

CA/NCF



BJA Drug Court 2015
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Notice of Award

Issue Date: 09/04/2015

Grant Number: 1H79TI026408-01
FAIN: TI026408

Program Director:
Nicholas Bridenback

Project Title: Elevate: Raising Problem Solving to Another Level

Grantee Address	Business Address
COUNTY OF PINELLAS County Justice and Consumer Services 315 Court Street Clearwater, FL 337565165	Pinellas Count Justice & Consumer Services Director 631 Chestnut Street Clearwater, FL 33756

Budget Period: 09/30/2015 – 09/29/2016
Project Period: 09/30/2015 – 09/29/2018

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$324,858 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF PINELLAS in support of the above referenced project. This award is pursuant to the authority of 42 USC 3797u et seq. & 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79TI026408-01**Award Calculation (U.S. Dollars)**

Consortium/Contractual Cost	\$324,858
Direct Cost	\$324,858
Approved Budget	\$324,858
Federal Share	\$324,858
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$324,858

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$324,858
2	\$324,978
3	\$324,518

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
EIN: 1596000800A8
Document Number: 15TI26408A
Fiscal Year: 2015

IC	CAN	Amount
TI	C96N292	\$324,858

IC	CAN	2015	2016	2017
TI	C96N292	\$324,858	\$324,978	\$324,518

TI Administrative Data:

PCC: EADC-SCT / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI026408-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79TI026408-01

This award is based on the application submitted to, and as approved by, SAMHSA on the

above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:
Additional Costs**

SECTION IV – TI Special Terms and Conditions – 1H79TI026408-01

REMARKS:

As a reminder all SAMHSA official notifications will be electronically mailed to your organization's Business Official address as identified in the HHS Checklist, Part C.

This award reflects approval of the budget submitted on June 1, 2015 as part of the application.

SPECIAL TERMS OF AWARD:

Disparity Impact Statement (DIS):

By November 30, 2015, you must:

Submit an electronic copy of a disparity impact statement to the Government Project Officer (GPO) and Grants Management Specialist (GMS) as identified under Contacts on this notice of award. The disparity impact statement should be consistent with information in your application regarding access, *service use and outcomes for the program and include three components as described below. Questions about the disparity impact statement should be directed to your GPO. Examples of disparity impact statements can be found on the SAMHSA website at <http://samhsa.gov/grants/grants-management/disparity-impact-statement>.

*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training and/or technical assistance activities.

The disparity impact statement, in response to the Special Term of Award, consists of three components:

1. Proposed number of individuals to be trained by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.

2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.

3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:
- a. Diverse cultural health beliefs and practices;
 - b. Preferred languages; and
 - c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

DOMA:

On June 26, 2013, in United States v. Windsor, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA), which prohibited federal recognition of same-sex spouses/marriages, was unconstitutional. As a result of that decision, SAMHSA is no longer prohibited from recognizing same sex marriages. Consistent with HHS policy and the purposes of SAMHSA programs, same-sex spouses/marriages are to be recognized in the Joint Adult Drug Courts program. This means that, as a recipient of SAMHSA Joint Adult Court funds you are required to treat as valid the marriages of same-sex couples whose marriage was legal when entered into. This applies regardless of whether the couple now lives in a jurisdiction that recognizes same-sex marriage or a jurisdiction that does not recognize same-sex marriage. Any same-sex marriage legally entered into in one of the 50 states, the District of Columbia, a U.S. territory or a foreign country will be recognized. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.

EPLS:

SAMHSA's OFAS is conducting a review of one or more of the key staff listed in your organization's Application for Federal Assistance (SF424) because they had the same or a similar name to an individual in the System of Award Management Exclusions List. If OFAS's review determines that the individual(s) in question is(are) the same person(s), enforcement action will be taken, which may include terminating the grant or requiring the person be removed from working on the grant or at your organization in accordance with 2 CFR Part 180. Please note that by selecting "I agree" in § 21 of the SF424, the authorized representative certified that, to the best of his or her knowledge and belief, that the applicant and its principals were not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

SPECIAL CONDITIONS OF AWARD:

None

STANDARD TERMS OF AWARD:

Refer to the following SAMHSA website for Standard Terms of Award:
<http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions> **(NEW)**

Key staff (or key staff positions, if staff has not been selected) are listed below:

Nicholas Bridenback, Project Director @ 15% level of effort (BJA match)

All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

REPORTING REQUIREMENTS:

Submission of a Programmatic Semi-annual Report is due no later than the dates as follows:

1st Report – April 30, 2016
2nd Report – October 31, 2016

**Please submit your Programmatic Semi-annual Report to
DGMPProgressReports@samhsa.hhs.gov and copy your Program Official.
(HARD COPIES SUBMISSION IS NOT REQUIRED)**

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

It is essential that the Grant Number be included in the SUBJECT line of the email.

CONTACTS

Jon Berg, Program Official

Phone: (240) 276-1609 **Email:** Jon.Berg@samhsa.hhs.gov

Doug Lees, Grants Specialist

Phone: (240) 276-1653 **Email:** Doug.Lees@samhsa.hhs.gov

Attachment #2 – Insurance Requirements

The following insurance requirements are included in this Agreement:

The AGENCY will obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies will be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the AGENCY will provide the COUNTY with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. Authorized representatives of the insurance companies shown on the Certificate will sign the Certificate(s) of Insurance. A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured will be attached to the certificate(s).

No Services will commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY. Approval by the COUNTY of any Certificate of Insurance does not constitute verification by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance complies with the requirements of the Agreement. COUNTY reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

All policies providing liability coverage(s), other than Professional Liability and Worker's Compensation policies, obtained by the AGENCY to meet the requirements of the Agreement will be endorsed to include Pinellas COUNTY, a political subdivision of the State of Florida as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements will be furnished by the AGENCY to the COUNTY at least thirty (30) days prior to the expiration date.

AGENCY will also notify COUNTY within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said AGENCY from its insurer. Notice will be given by certified mail to: Pinellas COUNTY Risk Management Department, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein will absolve AGENCY of this requirement to provide notice.

Should the AGENCY, at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the COUNTY and charge the AGENCY for such purchase. The COUNTY will be under no obligation to purchase such insurance, nor will it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance will in no way be construed to be a waiver of any of its rights under the Agreement.

The COUNTY reserves the right, but not the duty, to review and request a copy of the AGENCY's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy will include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, will have no recourse against COUNTY for payment of premiums or assessments for any deductibles that all are the sole responsibility and risk of the AGENCY.
- (3) The term "COUNTY", or "Pinellas COUNTY" will include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas COUNTY.
- (4) The policy clause "Other Insurance" will not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature.
- (5) All policies will be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability will have a list of covered employees certified by the leasing company attached to the

Attachment #2 – Insurance Requirements

Certificate of Insurance. The COUNTY will have the right, but not the obligation to determine that the AGENCY is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by AGENCY, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the AGENCY occurs, or alternatively find the AGENCY to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, will include waivers of subrogation in favor of Pinellas COUNTY from the AGENCY.

The insurance requirements for this Agreement, which will remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
<u>Employers' Liability Limits</u>	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusion is included in the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless AGENCY can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required in paragraphs (A), (B), and (C) above:

Limits	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

Attachment #2 – Insurance Requirements

(E) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", AGENCY may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(F) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

(G) Property Insurance AGENCY will be responsible for all damage to its own property, equipment and/or materials.