

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
SERVICE FUNDING AGREEMENT**

THIS AGREEMENT, **effective October 1, 2020**, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the “**COUNTY**” and **SUNCOAST CENTER, INC.** a Florida non-profit corporation, whose address is 4024 Central Avenue, St. Petersburg, FL 33711, hereinafter referred to as “**AGENCY.**”

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local community services within Pinellas County; and

WHEREAS, the **COUNTY** is committed to both enhancing the delivery of human services and increasing citizen access to those services; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; and

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, received a pass-through Federal Grant Award from the U.S. Department of Justice – Bureau of Justice Assistance (BJA) via the Florida Department of Law Enforcement (FDLE), hereinafter referred to as the grantor, under the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant – Countywide (JAG-C), hereinafter referred to as “the grant”;

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.330 the **COUNTY** is responsible for making a determination as to whether the party receiving the federal program funds provided by this grant is a subrecipient or contractor; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.74, the **COUNTY** is a pass-through entity for purposes of this Federal award; and

WHEREAS, the **COUNTY** has determined the **AGENCY** receiving funds under this federal program is a subrecipient;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. RECITALS

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

2. GRANT SPECIFIC INFORMATION

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the exhibits and attachments named below, which are attached hereto and by reference incorporated herein: Exhibit A contains standard Contract Provisions for Contracts Under Federal Awards and the Disclosure of Lobbying Activities form; Exhibit B Contains grant-required certifications for Lobbying, Debarment, and Drug-free Workplace and Subaward Management Capabilities and Compliance; Attachment 1 contains the Project Summary; Attachment 2 contains the Application, Budget, and Notice of Award.

2 C.F.R. § 200.331(a)(1) (Federal Award Identification) requires that certain specific information about JAG be included in this Agreement. Such information, consistent with the accordant subsections under 2 C.F.R. § 200.331(a)(1), follows:

- i. Subrecipient’s name: **Suncoast Center, Inc.**
- ii. Subrecipient’s Unique Entity Identifier or Data Universal Numbering System (DUNS) number: **044198208**
- iii. Federal Award Identification Number: **2019-MU-BX-0036**
(FDLE Application Reference Number 2020-JAGC-3609)
- iv. Federal Award Date: **October 25, 2019**
- v. Subaward Period of Performance Start and End Date: **10/01/2020 – 9/30/2021**

- vi. Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$35,000.00**
- vii. Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: **\$35,000.00**
- viii. Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity: **\$35,000.00**
- ix. Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act: **Forensic Focused Outreach.**
- x. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official of the Pass-Through Entity:

Federal Awarding Agency:

**U.S. Department of Justice,
Tarasa Yates, Program Manager
(202) 305-1780.**

Pass-Through Entity:

Pinellas County Board of County Commissioners

Contact Information for Awarding Official of the Pass-Through Entity:

**Daisy Rodriguez, Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, FL 33756
GrantsCOE@pinellascounty.org.**

xi. CFDA Number and Name; the Pass-Through Entity Must Identify the Dollar Amount Made Available Under Each Federal Award and the CFDA Number at Time of Disbursement:

1. CFDA Number (at time of disbursement): **16.738**
2. CFDA Name: **Edward Byrne Memorial Justice Assistance Grant Program**
3. Total Dollar Amount Available Under this Federal Award: **\$268,112.00**

xii. Identification of Whether the Award is R&D: **Not a R&D award**

xiii. Indirect Cost Rate for the Federal Award: **No Indirect Cost Rate claimed**

3. SCOPE OF SERVICES:

- a) AGENCY agree to comply with the terms, conditions and scope of the Edward Byrne Memorial Justice Assistance Grant Program as well as the subsequent grant award notice from the Grantor and all Acceptance and Agreement Conditions as listed in the Standard Conditions of the subgrant application.
- b) AGENCY agree to provide the services for the COUNTY as outlined in Attachment 1.

4. TERM OF AGREEMENT:

The services of the AGENCY shall commence on October 1, 2020 and the agreement shall expire on September 30, 2021.

5. COMPENSATION:

- a) The COUNTY agrees to pay AGENCY an amount not to exceed Thirty-Five Thousand dollars (\$35,000.00) for the services described in Section 1 of this Agreement.
- b) All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the requested amount, signed by authorized representatives of the AGENCY, along with all associated receipts and/or fiscal documentation. Invoices shall be

sent electronically to the Justice Coordination Contract Manager on a monthly basis within fifteen (15) days after month's end. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. **COUNTY** shall not reimburse **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

c) The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports is incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

d) Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.

6. PERFORMANCE MEASURES:

The **AGENCY** agrees to submit a quarterly Program Outcomes Report to the **COUNTY**. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This report shall be submitted to the **COUNTY** no later than ten (10) days following the end of the quarter. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter. The report formats shall be prescribed and provided by the **COUNTY**.

7. Data Sharing.

The **AGENCY** agrees to share data including as outlined in the Data Sharing Agreement

and provide program and other information in an electronic format to the COUNTY for the sole purpose of data collection, research and policy development. (See Attachment 3).

8. MONITORING:

AGENCY will work with **COUNTY** to meet the requirements of 2 C.F.R. § 200.328 (Monitoring and reporting program performance). This may include, but is not limited to, the following:

- a) **AGENCY** will comply with **COUNTY** and departmental policies and procedures.
- b) **AGENCY** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.
- c) **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d) **AGENCY** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that is conducted by federal, state or local governmental **AGENCY** or other funders.
- e) If the **AGENCY** receive accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**.
- f) All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring **AGENCY** in lieu of reports customarily required by the **COUNTY**.

9. FEDERAL GRANT REQUIREMENTS

- a) The **AGENCY** will comply with Uniform Guidance established under 2 C.F.R. § 200 and 45 C.F.R. § 75 defining administrative requirements and cost principles.
- b) The **AGENCY** will ensure that all reimbursed expenditures will be made in compliance with grant requirements.
- c) The **AGENCY** will maintain documentation as necessary to demonstrate compliance with required federal guidelines and will make documentation available upon request and during monitoring visits.
- d) The **AGENCY** will participate in monitoring of grant funded activities as determined necessary for compliance under federal award number **2019-MU-BX-0036**.
- e) If, in the **COUNTY'S** sole discretion, **AGENCY** has a history of failure to comply with the general or specific terms and conditions of the Federal award, or fails to meet expected performance goals or is not otherwise responsible, the **COUNTY** may impose additional award conditions pursuant to 2 C.F.R. § 200.207 (Specific Conditions).

10. DOCUMENTATION:

The **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:

- a. Articles of Incorporation
- b. **AGENCY** By-Laws
- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest **AGENCY** financial audit and management letter

- g. Biographical data on the **AGENCY** chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system – (equipment records)
- j. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions
- l. Match documentation

11. SPECIAL SITUATIONS:

AGENCY agrees to inform **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents may include, but is not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY**' or **COUNTY**'s ability to protect and serve its participants, or other significant effect on the **AGENCY** or **COUNTY**. Incidents shall be reported to the designated **COUNTY** contact below by phone or email only. Incident report information shall not include any identifying information of the participant.

12. AMENDMENT/MODIFICATION:

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and

provided by the **COUNTY**.

13. CLOSEOUT

a) Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities).

b) This Agreement will not terminate until GRANT Closeout is completed consistent with GRANT requirements detailed in the Appendices attached hereto, and to the satisfaction of the COUNTY. Such requirements shall include but are not limited to submitting final reports and providing program deliverables and closeout information as requested by COUNTY, and/or GRANTOR.

c) All invoices and requests for reimbursement shall be submitted within 30 days following the end of the GRANT project and budget period.

d) This provision shall survive the expiration or termination of this Agreement.

13. CANCELLATION:

a) If the **AGENCY** fails to fulfill or abide by any of the provisions of this Agreement, **AGENCY** shall be considered in material breach of the Agreement. Where a material breach can be corrected, **AGENCY** shall be given thirty (30) days to cure said breach. If **AGENCY** fails to cure, or if the breach is of the nature that the harm caused cannot be undone, **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.

b) In the event the **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** shall, at the option of the **COUNTY**, repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.

c) In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.

14. ASSIGNMENT/SUBCONTRACTING:

a) This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

b) The **AGENCY** is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The **AGENCY** shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the **COUNTY**, without the prior written consent of the **COUNTY**, which shall be determined by the **COUNTY** in its sole discretion.

15. NON-EXCLUSIVE SERVICES:

This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

16. INDEMNIFICATION:

The **AGENCY** agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY**, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the **COUNTY**, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property,

or in any way relating to or arising from the Agreement; 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, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**.

17. HIPAA:

The **AGENCY** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

18. INSURANCE:

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 4 and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

19. PUBLIC ENTITIES CRIMES:

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **AGENCY** is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The **AGENCY** represent and certify that the **AGENCY**

is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The **AGENCY** agrees that any contract awarded to the **AGENCY** will be subject to termination by the **COUNTY** if the **AGENCY** fails to comply or to maintain such compliance.

20. BUSINESS PRACTICES:

a) The **AGENCY** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.

b) The **AGENCY** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.

c) All **AGENCY** records relating to this Agreement shall be subject to audit by the **COUNTY** and shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

21. NONDISCRIMINATION:

a) The **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 or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

b) The **AGENCY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

c) The **AGENCY** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

d) At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the **AGENCY**.

22. INTEREST OF 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 decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public official of the governing body, 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.

23. CONFLICT OF INTEREST:

The **AGENCY** shall promptly notify the **COUNTY** in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the **AGENCY** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **AGENCY** may identify the prospective business association, interest or circumstance, the nature of work that the **AGENCY** may undertake and

request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the **AGENCY**. The **COUNTY** agrees to notify the **AGENCY** of its opinion within ten (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

24. INDEPENDENT CONTRACTOR:

It is expressly understood and agreed by the parties that **AGENCY** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **AGENCY** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance is available from **COUNTY** to the employees, agents, or servants of the **AGENCY**.

25. ADDITIONAL FUNDING:

Funds from this Agreement shall be used as the matching portion for any federal grant only in the manner provided by Federal and State law and applicable Federal and State rules and regulations. The **AGENCY** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **AGENCY** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

26. GOVERNING LAW:

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

27. PUBLIC RECORDS:

The **AGENCY** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **AGENCY** agrees that prior to providing services it will implement policies

and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires **AGENCY** perform the following:

- a. Keep and maintain public records required by the **COUNTY** to perform the service.
- b. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **AGENCY** does not transfer the records to the **COUNTY**.
- d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCY** or keep and maintain public records required by the **COUNTY** to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCY** keeps and maintains public records upon completion of the contract, the **AGENCY** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY**'s public agency's custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

IF THE **AGENCY** HAS QUESTIONS REGARDING THE APPLICATION OF

CHAPTER 119, FLORIDA STATUTES, TO THE **AGENCY'S** DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

28. CONFORMITY TO THE LAW:

The **AGENCY** shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

29. PRIOR AGREEMENT, WAIVER, AND SEVERABILITY:

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. 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.

30. AGREEMENT MANAGEMENT:

Pinellas County Human Services designates the following person(s) as the liaison for the **COUNTY:**

Julie Wason
Pinellas County Justice Coordination
440 Court Street, 2nd Floor
Clearwater, Florida 33756
jpwason@pinellascounty.org
727-464-8423

AGENCY designates the following person(s) as the liaison:

Beth Menchen
Suncoast Center
4024 Central Avenue,
St. Petersburg, FL 33711
emenchen@suncoastcenter.org
(727) 327-765

SIGNATURE PAGE FOLLOWS

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

PINELLAS COUNTY, FLORIDA,
by and through its County Administrator



By: _____
Barry Burton

Date: December 8, _____, 2020

APPROVED AS TO FORM

By: Matthew Tolnay
Office of the County Attorney

SUNCOAST CENTER, INC.

ATTEST



Printed Name: Rhonda Miller

By: 

Printed Name: Barbara Daire, LCSW

Title: President & CEO

Date: 11/30/20

EXHIBIT A
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
FEDERAL AWARD NUMBER: 2019-MU-BX-0036
GRANT TITLE: Edward Byrne Memorial Justice Assistance Grant - Countywide

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant with another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of

the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and

Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <https://uscontractorregistration.com/> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award **exceeding \$100,000** must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, and/or educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(5) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Retention of Records [2 CFR 200.333]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice.

Access to Records [2 CFR 200 § 200.336]: The County, Pass-through agency or Federal awarding agency must have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the Contractor in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

| | | |
|---|--|--|
| 1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input checked="" type="checkbox"/> c. post-award | 3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name [REDACTED] * Street 1 [REDACTED] Street 2 [REDACTED] * City [REDACTED] State [REDACTED] Zip [REDACTED] Congressional District, if known: [REDACTED] | | |
| 5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name [REDACTED] * Street 1 [REDACTED] Street 2 [REDACTED] * City [REDACTED] State [REDACTED] Zip [REDACTED] Congressional District, if known: [REDACTED] | | |
| 6. * Federal Department/Agency: [REDACTED] | 7. * Federal Program Name/Description: [REDACTED] CFDA Number, if applicable: [REDACTED] | |
| 8. Federal Action Number, if known: [REDACTED] | 9. Award Amount, if known: \$ [REDACTED] | |
| 10. a. Name and Address of Lobbying Registrant: Prefix [REDACTED] * First Name [REDACTED] Middle Name [REDACTED] * Last Name [REDACTED] Suffix [REDACTED] * Street 1 [REDACTED] Street 2 [REDACTED] * City [REDACTED] State [REDACTED] Zip [REDACTED] | | |
| b. Individual Performing Services (including address if different from No. 10a) Prefix [REDACTED] * First Name [REDACTED] Middle Name [REDACTED] * Last Name [REDACTED] Suffix [REDACTED] * Street 1 [REDACTED] Street 2 [REDACTED] * City [REDACTED] State [REDACTED] Zip [REDACTED] | | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: [REDACTED] * Name: Prefix [REDACTED] * First Name [REDACTED] Middle Name [REDACTED] * Last Name [REDACTED] Suffix [REDACTED] Title: [REDACTED] Telephone No.: [REDACTED] Date: [REDACTED] | | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) |

EXHIBIT B:
GRANT REQUIRED CERTIFICATIONS



Subaward Management Capabilities and Compliance Questionnaire (SMQ)

Upon completion, send a copy of this form to:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
criminaljustice@fdle.state.fl.us

Grant Program:

JAG

PREA

NARIP

NCHIP

RSAT

PSN

Other:

Subrecipient: Suncoast Center, Inc.

FEID: 59-22092717

DUNS: 044198208

OVERVIEW

In order to meet eligibility requirements, applicants must be able to document compliance with the following prior to receiving a subaward:

- 2 C.F.R Part 25 – *Universal Identifier and System for Award Management Requirements*
- 28 C.F.R Part 42 – *Nondiscrimination; Equal Employment Opportunity, Policies and Procedures*
- 2 C.F.R Part §200.318-326 – *Federal Procurement Standards*
- 2 C.F.R §200.300-309 – *Standards for Financial and Program Management*

INSTRUCTIONS

Applicants seeking federal financial assistance from the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) should complete this questionnaire and provide all applicable documents with the submission of their application. Failure to provide appropriate forms, certifications, policies, procedures, or other documentation for the proposed project may result in special conditions being placed on the subaward.

This form, along with other application forms, may be submitted to criminaljustice@fdle.state.fl.us if scanned at the highest resolution (at least 600 dpi).

Note: Each applicant only needs to submit one pre-award monitoring packet regardless of how many applications for funding are being submitted. Applicants should ensure all "project-specific" forms can be easily identified.

CONTACT INFORMATION

For questions regarding this pre-award monitoring packet, contact FDLE's Office of Criminal Justice Grants at (850) 617-1250 or criminaljustice@fdle.state.fl.us.

APPLICATION POINT-OF-CONTACT (POC)

Please provide a point-of-contact to coordinate any additional information requests FDLE's Office of Criminal Justice Grants may have during review of this packet and your application.

Name: Beth Menchen
Title: Senior Clinical Manager
Agency: Suncoast Center, Inc
Phone: 727-327-7656 x4282
Email: emenchen@suncoastcenter.org

The following section consists of a series of questions to aid in determining compliance with federal regulations required to properly administer these funds. Please read all questions carefully as some questions may require coordination with other divisions/bureaus in your agency (i.e. finance, purchasing, human resources, etc.). Additionally, to avoid possible special conditions being placed on your subaward, please ensure all requested documentation is submitted with this questionnaire.

SECTION I: AUDIT INFORMATION

The SUBRECIPIENT has undergone the following types of audits:

Single Audit Financial Statement Defense Contract Agency Audit

Audit Programmatic Audit for:

Other Audit:

None of the above

The SUBRECIPIENT'S most recent audit was conducted:

Within the past 12 months Within the past two years More than two years ago

Name of Auditing Agency/Firm: **RSM US LLC**

Most recent auditor's opinion: Unqualified/Unmodified Qualified/Modified Other

Number of Findings on most recent audit only: **0**

Were material weaknesses noted in the audit?

Yes No

Were significant deficiencies noted in the audit?

Yes No

Has the subrecipient addressed all findings and provided a management response or implemented corrective action?

Yes No N/A

SECTION II: NON-PROFIT ORGANIZATION

1. Is the applicant entity a non-profit organization (including a non-profit institution of higher education) as described in 26 U.S.C. 501(c)(3) AND exempt from taxation under 26 U.S.C. 501(a)?

Yes No NA

If "No" or "N/A" skip to Section III: Accounting System; If "Yes", complete questions 2 and 3 below.

2. Does the applicant non-profit organization maintain offshore accounts for the purpose of avoiding paying the tax describe in 26 U.S.C. 511(a)?

Yes No

3. With respect to the most recent year the applicant non-profit organization was required to file a tax return, does the applicant non-profit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 relating to the reasonableness of compensation for certain individuals?

Yes No

SECTION II: ACCOUNTING SYSTEM

Helpful Hint – answers to these questions may need to be obtained from your finance department.

1. Which of the following best describes the organization's accounting system:

Manual Automatic Combination

2. Does the accounting system identify the receipt and expenditure of funds separately for each grant?

Yes No

3. Does the accounting system record and track expenditures for each grant by budget categories in the approved budget?

Yes No

4. Does the accounting system have the capability to record, track, and document cost share or match for each grant?

Yes No

5. Is the organization documentation to support recorded match or cost share available if requested?

Yes No

6. Does the accounting/financial system include budgetary controls to prevent incurring obligations in excess of total funds or budget category (i.e. personnel, travel, etc.)?

Yes No

7. Is the financial management system capable of producing the following:

a. Detailed Activity Ledger? Yes No

| | | |
|--|---|---|
| b. Cash Control Register? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. Property Control Register? (equipment purchases) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| SECTION III: INTERNAL CONTROLS & SEPERATION OF DUTIES | | |
| <i>Helpful Hint – answers to these questions may need to be obtained from your finance and/or purchasing department.</i> | | |
| 1. Are the duties of the person responsible for maintaining financial records separated from any cash-related functions? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Are personnel who perform disbursement functions prohibited from purchasing, receiving and inventorying items? If no, are these functions approved by a third party? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes | <input type="checkbox"/> No <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 3. Is the signing of disbursement checks limited to individuals: | | |
| a. Who are authorized to make disbursements? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Whose duties do not include: | | |
| - Posting and recording of accounts receivable? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| - Approving vouchers for payment? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Describe the financial process/accounting mechanism used by the applicant to track grant funds separately from general revenue, other federal projects, and/or multiple funding sources. We have separate cost centers in our account structure for various departments. Some cost centers may be funded by multiple contracts or grants. These contracts are manually calculated to avoid charging multiple funders for the same expense. | | |
| 5. What measures are used to verify all cost elements on a reimbursement are allowable under an approved subaward agreement? Expenditures must be approved by a supervisor, and also reviewed by accounts payable staff and finally by approved check signers. | | |
| 6. What internal control measures are used to safeguard sensitive information (i.e. personally identifiable information, law enforcement sensitive information, etc.) relating to activities, expenditures, documentation, etc.? All protected health information must be kept in a locked storage container. Emails must be encrypted if they contain protected information. | | |
| 7. Did financial staff verify that grant funds would not be used to supplant local funds that had already been appropriated for the grant project or activities? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. How long is the agency required to retain grant files and records of grant purchases? 7 years | | |
| SECTION IV: CIVIL RIGHTS | | |
| <i>Helpful Hint – answers to these questions may need to be obtained from your human resource department.</i> | | |
| 1. Is the entity aware it must comply with federal civil rights regulations including certifications and plan requirements? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Please indicate if any of the following apply to the applicant organization: | | |
| <input type="checkbox"/> Indian Tribe | <input checked="" type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution |
| <input type="checkbox"/> Does not apply to applicant organization | <input type="checkbox"/> Medical Institution | |

| | | |
|---|---|--|
| 3. Does the entity have more than 50 employees? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Does the entity receive federal funding under the U.S. Department of Justice, including any funds passed through another entity, of \$25,000 or more, but less than \$500,000? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5. Does the entity receive federal funding under the U.S. Department of Justice, including any funds passed through another entity, of \$500,000 or more? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Does the organization notify employees <u>AND</u> program participants that it does not discriminate on the basis of race, color, national origin, religion, sex, disability or age? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Does the applicant organization have a written policy or procedure instructing employees <u>AND</u> program participants how to file a complaint regarding discrimination? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Has the applicant organization had any findings of discrimination issued by a State or Federal court in the past three years? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

SECTION V: PROCUREMENT

Helpful Hint – answers to these questions may need to be obtained from your finance and/or purchasing department.

| | | |
|---|---|-----------------------------|
| 1. Does the organization maintain written procurement procedures which includes provisions for: | | |
| a. Conflict of interest procedures or statements? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Disciplinary action for conflict of interest violations? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. Avoiding acquisition of unnecessary or duplicative items? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. Entering into intergovernmental agreements for shared purpose goods/services? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| e. Only procuring or awarding contracts to responsible contractors? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| f. Prohibiting use of geographical preference? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| g. Non-competitive procurement (sole source)? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Does the procurement system provide a mechanism to determine selection on a competitive basis? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Does the procurement system include provisions for checking the Excluded Parties List (sam.gov) prior to award? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

SECTION VI: INVENTORY

Helpful Hint – answers to these questions may need to be obtained from your finance and/or purchasing department.

| | | |
|---|---|--|
| 1. Does the organization's property management system provide and maintain the following information: | | |
| a. A description of the equipment? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. A property identification number? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. Source of the property, including award number if grant funded? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. Who the title vests with? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| e. Acquisition date? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| f. Federal share of property cost, if federally funded? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| g. Location and condition of property? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| h. Ultimate disposition information? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Is documentation regarding property management for grant funded items available? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

3. Does the agency assure that grant funded property is maintained and insured in compliance with federal requirements? Yes No

SECTION VII: SUBRECIPIENT MANAGEMENT AND MONITORING

1. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award – (1) clearly document applicable federal requirements, (2) are appropriately monitoring by the applicant, and (3) comply with the requirements in 2 CFR 200 (see 2 CFR 200.331)? Yes No

2. Is this applicant entity aware of the difference between subawards under federal awards and procurement contracts under federal awards, including the different roles/responsibilities associated with each? Yes No

3. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from issuing a contract under a federal award to any entity or individual that is suspended or debarred from such awards? Yes No

SECTION IX: HIGH RISK DESIGNATION

1. Is the applicant entity designated "high risk" by a federal grant making agency or other pass-through entity? Yes No

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

On behalf of the applicant entity, I certify to the Florida Department of Law Enforcement that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Title: CFO

Phone: 727-327-7656 x8121

Date: 11/25/2020

Signature: 

ATTACHMENT 1

| Subrecipient Name | Award Amount | Project Description |
|------------------------------|---------------------|---|
| Suncoast Center, Inc. | \$35,000.00 | Suncoast will provide psychiatric evaluations, mental health assessments, screenings, counseling, therapy, and case management to assist clients in achieving self-sufficiency and re-integration into the community. |

**ATTACHMENT 2
PROJECT BUDGET**

1 Unit = 1 Hour of Services

GRANT BUDGET: \$35,000.00

CONTRACTUAL SERVICES: Suncoast Center - \$35,000

- Psychiatric Evaluations - \$291.50 per hour
- Mental Health Assessment/Management - \$291.50 per hour
- Individual Counseling and Therapy - \$91.17 per hour
- Case Management - \$64.97 per hour

The funds from this grant will cover approximately 80% of the total project cost (\$40,788.05). No cash match is required.

Rates are based on the comparison of Florida Department of Children and Families (DCF) billable rates, Suncoast Center's rates, and Central Florida Behavioral Health Networks (CFBHN) rates. Suncoast Center always opts for the lesser rate when applicable.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Pinellas County Board of Commissioners

County: Pinellas

Chief Official

Name: Pat Gerard

Title: Chairperson

Address: 315 Court Street

City: Clearwater

State: FL **Zip:** 33756-5165

Phone: 727-464-3360 **Ext:**

Fax:

Email: pgerard@pinellascounty.org

Chief Financial Officer

Name: Ken Burke

Title: Clerk of the Court

Address: 315 Court Street

City: Clearwater

State: FL **Zip:** 33756-5165

Phone: 727-464-3341 **Ext:**

Fax: 727-464-3341

Email: kburke@pinellascounty.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Pinellas County Human Services
County: Pinellas

Chief Official

Name: Daisy Rodriguez
Title: Director
Address: 440 Court Street
2nd Floor
City: Clearwater
State: FL **Zip:** 33756-5139
Phone: 727-453-7441 **Ext:**
Fax:
Email: darodriguez@co.pinellas.fl.us

Project Director

Name: Julie Wason
Title: Justice Programs Analyst
Address: 440 Court Street
City: Clearwater
State: FL **Zip:** 33756-5139
Phone: 727-464-6605 **Ext:**
Fax:
Email: jpwason@pinellascounty.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Section Questions:

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to criminaljustice@fdle.state.fl.us.

Answer: The law put in place under SB 168 (2019) prohibits state and local government entities and their employees from impeding or restricting law enforcement cooperation with a federal immigration agency.

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE)?

Answer: No

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: SUNCOAST - FORENSIC FOCUSED OUTREACH
Subgrant Recipient: Pinellas County Board of Commissioners
Implementing Agency: Pinellas County Human Services
Project Start Date: 10/1/2020 **End Date:** 9/30/2021

Problem Identification

In a study conducted by the Council of State Governments Justice Center, researchers found that rates of mental illness are three to five times higher among prisoners than it is in the general population. This prevalence contributes to higher rates of recidivism that fuel jail overcrowding, worsening mental/behavioral issues, and increasing costs to taxpayers. The 6th Judicial Circuit Public Defender estimates that it costs taxpayers \$123 per day to house an inmate. Factor in the need for medication, treatment and disruption of inmates with a mental illness and the cost is even higher.

Furthering these issues, mentally ill offenders often have difficulty meeting the requirements of the system both while incarcerated and after being released. Homelessness, mental health issues, substance use, and ineffective support systems in the community often result in an inability for individuals to comply with probation requirements. For these reasons, the days immediately following release are critical to establishing the connections to resources needed to succeed in the community.

Suncoast Center works closely with the Jail Diversion Program to engage individuals in need of services in a community setting in order to maintain treatment gains at no cost to the person served. The number of individuals needing access to this program continues to exceed available resources to provide the necessary services.

This request is a continuation of project 2020-JAGC-PINE-5-Y5-018, which was awarded for the project period 10/1/19-9/30/2020 in the amount of \$35,000. Suncoast Center continues to provide forensic focused outreach case management and therapy services to eligible individuals following release from incarceration. Forensic Focus served 63 clients during the second quarter of this year.

Pinellas County is currently unable to meet the financial burdens of funding Suncoast Forensic Focused Outreach within general revenue. Pinellas County has no available funding that can be appropriated for this purpose.

Project Summary (Scope of Work)

Pinellas County will use grant funds to contract with Suncoast Center to maintain the collaborative effort with Pinellas County's Jail Diversion and End of Sentence Programs through Forensic Focused Outreach.

Deliverable: Pinellas County is requesting to subaward funds to the non-profit entity Suncoast Center, Inc. (DUNS #: 044198208) to provide psychiatric evaluations, mental health management, screenings and assessment, individual counseling and therapy, and case management services to released offenders reentering society. Suncoast Center will be responsible for all treatment services and tracking of clients. Documentation of deliverables performed by Suncoast Center will be maintained by

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Pinellas County and made available upon request. Example documentation includes but is not limited to performance reports and/or billing documentation. A provider not fulfilling obligations to clients will not be reimbursed.

This provider was selected through a competitive funding request to Pinellas County Justice Coordination and was reviewed by the Substance Abuse Advisory Board (SAAB) Review Committee on April 13, 2020. The Review Committee's recommendations were approved by the full SAAB on April 15, 2020 and were approved by the Pinellas County Board of County Commissioners on June 2, 2020.

The Pinellas Board of County Commissioners has a recurring timeline set to accomplish its goals to serve 150 clients through the program and 20 of those clients to be funded through JAG. Therapy, case management, and medication management, we strive to provide mental health and substance abuse education and prevent re-incarceration with the ongoing treatment. The major activities associated with reaching the goals as outlined are the identification of candidates in the target population and registration of those candidates followed by continued growth of the effectiveness of the program using effective and proven techniques.

All activities discussed in the scope of work or project deliverables are for the local government and implementing agency identified on this award unless noted otherwise.

Documentation of deliverables performed by the Pinellas County and their local contractors/providers must be maintained by the subrecipient and made available for monitoring. Example documentation for and services include, but are not limited to client activity logs, participant sign in sheets, billing documentation, travel vouchers, proof of payment etc.

Documentation and minimum performance required for drawdown of funds includes the completion of at least one activity described in the scope of work above as attested to on the financial expenditure/claim report.

Pinellas County will request reimbursement of allowable costs identified on a quarterly basis.

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Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 14

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 916542

Question: What is the Operating Capital Outlay threshold used by the subgrantee?
If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: \$1,000

Question: What is the address of the location being used to provide services for this project?

Answer: 4024 Central Avenue
St. Petersburg, FL 33711

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Government

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: Pinellas County

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

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Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 09 - Reentry Services

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

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Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: Unsure

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Unsure/Don't know

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Hosting Community Meetings: Biannual Substance Abuse Advisory Board Meetings. Attending community meetings, including but not limited to Pinellas Ex-Offender Reentry Coalition meetings and other meetings/events when appropriate

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: N/A

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Section 3: Performance

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: Goal 1: To serve at least 150 clients.

Goal 2: To use JAG funds to provide up to 200 additional services to as many as 20 additional individuals (the increase is dependent upon the level/scope of need of each individual).

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: Clients maintaining case plans and the potential for re-offending. Any further COVID19 complications.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Suncoast will screen individuals to determine their eligibility for services. Suncoast will also create and maintain detailed Case Plans to encourage client participation and success.

State Purpose Area: 5C - Consultants/Contracts

Objectives and Measures

Objective: Consultants/Contracts - Questions for all recipients using consultants/contracts.

Measure: Consultants

Please describe what consultants/contracts will be paid for with JAG funds during the grant period. Include names, titles and areas of expertise where applicable.

Goal: Pinellas County will contract with Suncoast Center to provide forensic focused outreach services to eligible individuals being diverted from jail.

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Section 3: Performance

State Purpose Area: R25 - Questions for recipients of an award \$25,000 or more.

Objectives and Measures

Objective: R General - Reentry questions for recipients of an award \$25,000 or more.

Measure: R01

How many employees does your office currently have on staff? Please count both full - and part-time employees.

Goal: 93

Measure: R02

Of the employees your office currently has on staff, how many are JAG funded?

Goal: 1

Measure: R03

What is the name of your reentry program/service? If you will operate more than one program/service, answer for each separately.

Goal: Forensic Focused Outreach.

Measure: R04

If you will operate a reentry program/service with JAG funds during the grant period, what percentage of the program's total costs will be paid for with sources other than this JAG award? If you operated more than one program, answer for each separately.

Goal: Approximately 14%

Measure: R05

If you will operate a reentry program/service with JAG funds during the grant period, what is the initiation year of that program, regardless of when it received JAG funding? If you will operate more than one program, answer for each separately.

Goal: 1999

Measure: R06

Are you or a partner planning or conducting an evaluation of your reentry program/service? If you will operate more than one program, answer for each separately.

Goal: No.

Measure: R07

If you or a partner are planning or conducting an evaluation of your reentry program/service, describe the current status of the evaluation, its purpose, who is conducting the evaluation and the evaluation results if applicable. If you will operate more than one program being evaluated,

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Section 3: Performance

answer for each separately.

Goal: N/A

Measure: R08

What reentry services will you provide during the grant period? If you will operate more than one program, answer for each separately. Choose all that apply from the following list: Cognitive based, Educational, Employment, Healthcare/Medicaid eligibility, Housing, Mental Health, Pro-social, Substance abuse, Transportation, Vocational, Individualized case planning, Family engagement, Other (please describe).

Goal: Mental Health, Substance Abuse, Individualized Case Planning, Other: therapy, medication management, and referrals for mental health and substance abuse services.

Measure: R09

When are candidates typically assessed/screened for eligibility for services, regardless of JAG funding? Choose from the following: Upon arrest/preadjudication, Within the first 6 weeks of sentencing, Within the first 6 months of sentence/time served, Post release, None of the above, Other (please describe).

Goal: Post release.

Measure: R10

Regardless of JAG funding, approximately how many candidates will be screened for eligibility for your reentry program/service during the grant period? Candidates are those identified at the time of arrest or referred by criminal justice professionals but who may not necessarily be deemed eligible for participation. If you will operate more than one program, answer for each separately.

Goal: Approximately 150.

Measure: R11

Regardless of JAG funding, approximately how many new participants will receive services for the first time during the grant period? If you will operate more than one program, answer for each separately.

Goal: Suncoast hopes to provide services to 150 new clients.

Measure: R12

Regardless of JAG funding, how many total participants are currently enrolled in your reentry program/service? If you operated more than one program, answer for each separately.

Goal: As of 3/31/2020, 43 clients were currently enrolled in the program during the current JAGC.

Measure: R13

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Section 3: Performance

Regardless of JAG funding, approximately how many participants will successfully complete all corrections program requirements during the grant period? If you will operate more than one program, answer for each separately.

Goal: If the program serves 150 clients, it is estimated that: 99 of the 123 clients who are discharged from the program within the project period will successfully complete all program requirements.

Measure: R14

Regardless of JAG funding, approximately how many participants will not complete your reentry program/service (unsuccessfully exited) for any reason during the grant period? If you will operate more than one program, answer for each separately.

Goal: If the program serves 150 clients, it is estimated that: 24 of the 123 clients who are discharged from the program within the project period will unsuccessfully complete all program requirements

Measure: R15

Are you aware that you will be required to complete the reentry questionnaire and submit it to your grant manager alongside each performance report.

Goal: Yes

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Section 4: Financial

General Financial Info:

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

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000800

Budget:

| Budget Category | Prime | Match | Total |
|-----------------------------|--------------------|---------------|--------------------|
| Salaries and Benefits | \$0.00 | \$0.00 | \$0.00 |
| Contractual Services | \$35,000.00 | \$0.00 | \$35,000.00 |
| 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 -- | \$35,000.00 | \$0.00 | \$35,000.00 |
| Percentage | 100.0 | 0.0 | 100.0 |

Project Generated Income:

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

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Section 4: Financial (cont.)

Budget Narrative:

CONTRACTUAL SERVICES:

Suncoast Center - \$35,000

1 unit = 1 hour of service

Psychiatric Evaluations - \$291.50 per hour

Mental Health Assessment/Management - \$291.50 per hour

Individual Counseling and Therapy - \$91.17 per hour

Case Management - \$64.97 per hour

The funds from this grant will cover approximately 80% of the total project cost (\$40,788.05) and fund approximately 120.069-538.71 units, depending on service provided (\$35,000 total grant/\$291.50 highest cost service = 120.069 units; \$35,000 total grant/\$64.97 lowest cost service= 538.71). P

inellas County and/or the provider will be responsible for amounts exceeding the grant allocation. No cash match is required.

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Section 4: Financial

Section Questions:

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: Rates are based on the comparison of Florida Department of Children and Families (DCF) billable rates, Suncoast Center's rates, and Central Florida Behavioral Health Networks (CFBHN) rates. Suncoast Center always opts for the lesser rate when applicable.

The unit cost plan was approved by the Substance Abuse Advisory Board on April 15, 2020.

1 unit = 1 hour of service

Psychiatric Evaluations - \$291.50 per hour

Mental Health Assessment/Management - \$291.50 per hour

Individual Counseling and Therapy - \$91.17 per hour

Case Management - \$64.97 per hour

This is the formula that we use to get our unit cost for case management. We had \$1,262,419 in expenses. Then we calculate the number of full-time equivalent positions for case management, which was 16.22 for 2019-2020. This is the staff that have direct contact with clients in our case management programs. That is multiplied by the minimum required service level, which is 60.19% of a full-time employee hours or 1252 hours. That % is given to us by CFBHN. $16.22 * 1252 = 20,307.44$ required service level.

The total expenses are divided by the required service level to get our rate. $\$1,262,419 / 20,307.44 = \62.17 .

IIA. PERSONNEL EXPENSES

- (1) Salaries - \$810,679
- (2) Fringe Benefits - \$211,304

IIB. OTHER EXPENSES

- (1) Building Occupancy - \$28,799
- (2) Professional Services - \$23,453
- (3) Travel - \$25,341
- (4) Equipment - \$14,778
- (5) Food Services - \$0

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(6) Medical and Pharmacy - \$0
(7) Subcontracted Services - \$0
(8) Insurance - \$7,934
(9) Interest Paid - \$0
(10) Operating Supplies & Expenses -\$21,272
(11) Donated Items - \$0
(12) Other Expense - \$405
IIC. DISTRIBUTED INDIRECT COSTS
(1) Administration - \$118,454
TOTAL ACTUAL OPERATING EXPENSES = \$1,262,419

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

NOTICE OF AWARD

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT-COUNTYWIDE
(JAG-C) RECOMMENDATIONS FOR FUNDING
FEDERAL FISCAL YEAR 2019-2020**

AVAILABLE FUNDS: \$268,112

| Agency | Project Title | Amount |
|-----------------------------------|--|------------------|
| Alpha House | Child Abuse Prevention | \$25,000.00 |
| MORE Health | Firearm Safety & Violence Prevention Project | \$25,000.00 |
| Pinellas County Sheriff 's Office | Sexual Predator & Offender Tracking (SPOT) Unit Deputy | \$100,000.00 |
| City of St. Petersburg | St. Petersburg Police Department Keeping K-9s Safe in the Sunshine | \$26,301.00 |
| Suncoast Center | Forensic Focused Outreach | \$35,000.00 |
| WestCare | Mustard Seed Inn Case Management | \$30,000.00 |
| Justice Coordination | JAG Planning Grant | \$26,811.00 |
| TOTAL: | | \$268,112 |

**ATTACHMENT 3
DATA SHARING AGREEMENT**

WHEREAS, homelessness, substance abuse, mental health services, and human services are issues which cross many systems; and

WHEREAS, Pinellas County is interested in including program and service related information in the Pinellas County Data Collaborative (hereinafter referred to as (“Data Collaborative”), to better understand cross-system involvement; and

WHEREAS, organizations within Pinellas County are interested in understanding the extent that client populations move within systems to better serve the population needs; and

WHEREAS, the County is a member of the Data Collaborative; and

WHEREAS, the Data Collaborative has the ability to receive and analyze data in a secure manner to provide valuable system information.

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

1. The Agency will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
2. This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human

services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.

3. The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPAA compliant location.
4. The County will assure that confidential nature of any and all information with respect to any records and reports created or disseminated is maintained. The Parties also agree that the information will be used only for the purpose for which it was provided.
5. Modification of this agreement shall be made only by the consent of both Parties and shall include a written document setting forth the modifications and signed by both Parties. This agreement may be terminated with 30 days written notice to the other party.
6. The Parties shall assist in the investigation of injury or damages for or against either party pertaining to their respective areas of responsibility or activities under this contract and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

ATTACHMENT 4
INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The **AGENCY** shall 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 shall 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** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall 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 is in compliance 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.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the

AGENCY to the **COUNTY** at least thirty (30) days prior to the expiration date.

AGENCY shall 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 shall be given by certified mail to: Pinellas **COUNTY** Risk Management Department, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein shall 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** shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the **COUNTY** to purchase such insurance shall 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 shall include the following terms and/or conditions in the policy:

The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.

Companies issuing the insurance policy, or policies, shall have no recourse against **COUNTY** for payment of premiums or assessments for any deductibles which all are at the sole

responsibility and risk of the **AGENCY**.

The term "**COUNTY**", or "Pinellas **COUNTY**" shall 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**.

The policy clause "Other Insurance" shall 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.

All policies shall be written on a primary, non-contributory basis.

Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The **COUNTY** shall 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.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas **COUNTY** from the **AGENCY**.

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

(A) Workers' Compensation Insurance

Limit Florida Statutory

Employers Liability Limits

| | |
|----------------------|-----------|
| Per Employee | \$500,000 |
| Per Employee disease | \$500,000 |
| Policy Limit Disease | \$500,000 |

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury. No exclusion for physical abuse or sexual molestation.

Limits

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal Injury and Advertising Injury | \$1,000,000 |
| Each Occurrence | \$1,000,000 |

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

Limit

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

(D) 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”, Bidder 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.

(E) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud Computing mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, 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 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.