

HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **WESTCARE GULFCOAST-FLORIDA, INC.**, a non-profit Florida corporation, whose address is 8800 49th Street North #403, Pinellas Park, Florida 33782, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local community mental health and substance abuse treatment services within Pinellas County; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is able to provide this essential service within the community; 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**, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), hereinafter referred to as the grantor, under the Drug Treatment Courts Program, hereinafter referred to as "the grant"; and

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; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community as a licensed substance abuse and/or mental health provider in the County;

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

1. Specific Grant Information.

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto and by reference incorporated herein: Appendix A contains the Grant Application, Appendix B includes the Project Budget, Appendix C contains the Grant Notice of Award, Appendix D contains Grant Funding Conditions, Appendix E contains a Certification Regarding Lobbying; Drug-Free Workplace; and Debarment, Suspension, and Other Responsibility Matters. As a requirement for submitting the Grant Application to Grantor, Grantee executed certifications similar to those found in Appendices D and E.

2 C.F.R. § 200.331(a)(1) (Federal Award Identification) requires that certain specific information about the Grant 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: **WestCare Florida-Gulfcoast, Inc.**
- (ii) Subrecipient's Unique Entity Identifier or Data Universal Numbering System (DUNS) number: **038932823**
- (iii) Federal Award Identification Number: **H79TI081905**
- (iv) Federal Award Date: **04/18/2019**
- (v) Subaward Period of Performance Start and End Date: **05/31/2019 to 05/30/2024**

(vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$1,819,425.00**

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: **\$3,911,980.00**

(viii) Total Amount of the Federal Award: **\$2,000,000.00**

(ix) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act:

Pinellas Adult Drug Court Expansion Project

(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 Health and Human Services, Substance Abuse and Mental Health
Services Administration

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

(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:

CFDA Number (at time of disbursement): **93.243**

CFDA Name:

SAMHSA Treatment Drug Courts

Total Dollar Amount Available Under this Federal Award: **\$2,000,000.00**

(xii) Identification of Whether the Award is R&D: **Award is not R&D.**

(xiii) Indirect Cost Rate for the Federal Award: **28%**

2. Scope of Services

AGENCY agrees to provide Level 1 outpatient treatment services, screening and assessments, case management, Peer Recovery Support, Aftercare Services, family group meetings and other services as outlined in the grant application, budget and award documents. The **AGENCY** agrees to provide personnel as follows: Three (3.0) full-time Counselors for judicial case management, to include evidence-based outpatient substance abuse treatment services. One (1.0) full-time Peer Recovery Coach for recovery support services, motivational supports, advocacy and other client services. One (1.0) full-time Research Assistant for data collection, evaluation and analysis. One (.15) part-time Treatment Services Director to oversee delivery of substance abuse disorder treatment and recovery support services. Evaluator services of an Independent Lead Evaluator. The scope of services may be adjusted from time to time through mutual written agreement of the parties without the need to further amend this Agreement, so long as the adjustments align with grant requirements and the public purpose of this funding.

3. Term of Agreement.

The services of the **AGENCY** shall commence May 31, 2019, and the agreement shall expire on May 30, 2024. This Agreement may be renewed based on the expiration of the initial term, by mutual agreement of the parties in writing. This option shall be exercised only if all terms and conditions remain the same.

4. Compensation.

a) The **COUNTY** agrees to pay the **AGENCY** a total five year amount not to exceed **\$1,819,425.00**, for the services described in Section 2 of this Agreement, in accordance with the Detail Budget found in Appendix B.

b) All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by an authorized **AGENCY** representative, and accompanied by documentation of expenses incurred, such as paystubs, timecards, receipts, etc. Time and effort documentation will be required for any grant funded staff providing less than full-time dedication to this project. For any grant-funded staff providing full-time dedication to the project, a minimum of semi-annual certification confirming 100% time and effort, signed by the employee and their supervisor must be submitted. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. 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 2 C.F.R. § 200.305(b) 3, upon receipt of proper invoice and required documentation by the Finance Division of the Clerk of the Circuit Court.

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 shall be withheld by the **COUNTY**.

5. Performance Measures.

The **AGENCY** agrees to submit outcome reports and updates to the **COUNTY**. The report formats shall be prescribed and provided by 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. Additionally, **AGENCY** agrees to submit any grant-required programmatic reports in a timely manner. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter.

6. Universal Release of Information Form.

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to use a standard, community-wide Patient Authorization for Disclosure of Health Information - Universal Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

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 1)

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 are conducted by federal, state or local governmental agencies or other funders.
- e) If the **AGENCY** receives 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, defining administrative requirements, cost principles, and audit requirements for federal grant awards.
- 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 **H79TI081905-01**.

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.

- 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. Disaster Response

AGENCY will provide the **COUNTY** with a current copy of their Continuity of Operations Plan. **AGENCY** will participate in community disaster response operations as requested by the **COUNTY**. The **COUNTY** agrees to support previously approved funded programs for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. The **COUNTY** will seek to leverage the skills and services of the **AGENCY**, as appropriate or applicable; however, other disaster duties may be assigned. This period may be extended within the current contract period at the discretion of the Human Services Director.

12. 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 are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY**'s 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.

13. 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**. (See Attachment 2.)

14. 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.

15. 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**.

d) The **COUNTY** and the Grantor may only terminate this agreement in accordance with 2 C.F.R. § 200.339 (Termination).

16. 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.

17. 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.

18. 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**.

19. HIPAA

a) The **AGENCY** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement.

b) **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.

20. Insurance.

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 3, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

21. 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** represents and certifies 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.

22. 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**.

23. 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**.

24. 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.

25. 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 (10) calendar days of receipt of notification by the AGENCY, which shall be binding on the AGENCY.

26. 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 are available from COUNTY to the employees, agents, or servants of the AGENCY.

27. Non-Expendable Property.

For the purposes of this Agreement, non-expendable property shall mean all property which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a

life expectancy in excess of one year.

a) The **AGENCY** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.

b) The **COUNTY** reserves the right to have its agent personally inspect said property.

c) The **AGENCY** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:

1. The **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;

2. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;

3. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to the expiration of this Agreement, if the **AGENCY** violates any provision of this Agreement, or if the **AGENCY** fails to use the property for the purposes of the project herein, or if the **AGENCY** ceases to exist for the purposes of this Agreement; and

4. The **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by the **AGENCY** with funding obtained through this Agreement: i. which is sold, ii. or if the **AGENCY** fails to use the property for the purposes of the project herein, iii. or if the **AGENCY** ceases to exist for the purposes of this Agreement. The share due the **COUNTY** shall be determined by the proportion of **COUNTY** funding used to purchase non-expendable property. The **COUNTY** at its option may waive this

requirement and allow the **AGENCY** to retain any funds received from such sale.

28. 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**.

29. Governing Law.

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

30. 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. Notwithstanding any other provision of this Agreement relating to compensation, the **AGENCY** agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

31. Conformity to the Law.

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

32. 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.

33. Agreement Management.

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

Deborah Berry
Pinellas County Human Services- Justice Coordination
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

James Dates
Regional Vice President
james.dates@westcare.com
727-490-6768 X 30143

SIGNATURE PAGE FOLLOWS

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

ATTEST
Ken Burke
Clerk of Circuit Court

PINELLAS COUNTY, FLORIDA, Acting
by and through its Board of County
Commissioners

By: 

By: 

Chairman

Date: 6/18, 2019

By: 

By: 

James Dates, Regional Vice President

V.P.
Title

Date: 5/28, 2019

APPROVED AS TO FORM

By: 

Office of the County Attorney
Assistant County Attorney

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS

Opportunity Number:	TI-19-002
Opportunity Title:	Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts
Opportunity Package ID:	PKG00246087
CFDA Number:	93.243
CFDA Description:	Substance Abuse and Mental Health Services Projects of Regional and National Significance
Competition ID:	TI-19-002
Competition Title:	SAMHSA Treatment Drug Courts
Opening Date:	11/05/2018
Closing Date:	01/04/2019
Agency:	Substance Abuse and Mental Health Services Adminis
Contact Information:	Jon D. Berg Center for Substance Abuse Treatment, Division of Service Improvement Substance Abuse and Mental Health Services Administration (240) 276-1609 Jon.Berg@samhsa.hhs.gov

APPLICANT & WORKSPACE DETAILS

Workspace ID:	WS00235726
Application Filing Name:	SAMHSA Treatment Drug Courts
DUNS:	0552002160000
Organization:	PINELLAS, COUNTY OF
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	2.1
Requirement:	Mandatory
Download Date/Time:	Jan 03, 2019 02:12:44 PM EST
Form State:	No Errors

FORM ACTIONS

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

Deborah Berry

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Pinellas County Board of County Commissioners

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

596000800

*** c. Organizational DUNS:**

0552002160000

d. Address:

*** Street1:**

c/o Pinellas County Office of Management & Budget

Street2:

14 S. Fort Harrison Ave, 5th Floor

*** City:**

Clearwater

County/Parish:

Pinellas

*** State:**

FL: Florida

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

33756-5105

e. Organizational Unit:

Department Name:

Human Services

Division Name:

Justice Coordination

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Deborah

Middle Name:

*** Last Name:**

Berry

Suffix:

Title: Operations Manager

Organizational Affiliation:

Pinellas County Human Services, Justice Coordination

*** Telephone Number:**

727-453-7441

Fax Number:

727-453-7433

*** Email:**

dberry@pinellascounty.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Substance Abuse and Mental Health Services Adminis

11. Catalog of Federal Domestic Assistance Number:

93.243

CFDA Title:

Substance Abuse and Mental Health Services Projects of Regional and National Significance

* 12. Funding Opportunity Number:

TI-19-002

* Title:

Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts

13. Competition Identification Number:

TI-19-002

Title:

SAMHSA Treatment Drug Courts

14. Areas Affected by Project (Cities, Counties, States, etc.):

Areas Affected Attachment:pdf

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Pinellas Adult Drug Court Expansion Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="2,000,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,000,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☒ a. This application was made available to the State under the Executive Order 12372 Process for review on .☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Section A: Population of Focus and Statement of Need (10 points)

A-1: The lead applicant, **Pinellas County government (PCG)**, on behalf of Florida's **Sixth Judicial Circuit (SJC)**, is requesting *Treatment Drug Courts* funding from SAMHSA in response to FOA No. TI-19-002, to increase the number of drug-involved offenders (adults) participating in the Pinellas [County] Adult Drug Court (PADC) over five years (2019-2024). Established in 2001, the PADC serves the *geographic catchment area* of Pinellas County (608 square miles) in Florida's Central West Coast. The U.S. Census Bureau estimates the population of Pinellas County to be 970,637 (2017), with the majority of residents (83%) being White (alone), 11% identifying as Black or African American and 9.7% identifying as Hispanic or Latino. The county is primarily urban with a *census rurality level* of 0.3 percent, and a median household income of approximately \$48,698. The proposed expansion will focus on the following *population of focus*: Drug-involved offenders residing in Pinellas County (adults 18+) that meet American Society of Addiction Medicine (ASAM) criteria for outpatient substance use disorder (SUD) treatment and *The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition* (DSM-5) criteria for SUD. Also, the proposed expansion will prioritize voluntary admissions of drug-involved offenders who are negatively affected by trauma-related symptoms, and may also be experiencing co-occurring disorders (COD). Furthermore, in alignment with the goals of the *Pinellas County Opioid Task Force* the PADC expansion will also focus on the recruitment of individuals misusing opioids and at-risk of opioid overdose.

A-2: Service Gap: During the 2017-2018 fiscal year, 1,192 unduplicated individuals participated in the PADC, representing a 10% increase from the 2016-2017 fiscal year. Concurrently, state budget shortfalls caused extended wait times and prevented the SJC from being able to admit more drug-involved offenders into the PADC who were in need of SUD treatment services. All this at a time when the Florida Department of Health (FDOH) reports that Pinellas County is in the grips of a "public health crisis" due to the opioid epidemic. According to the *Florida Medical Examiners Commission Interim Report* (2017), **every 43 hours a person dies from opioids in Pinellas County**, and **Pinellas County experienced a 200% increase in opioid-related deaths since 2016**. FDOH-Pinellas and the Pinellas County's Opioid Task Force, have called for comprehensive cross-sector approaches to eliminating opioid-related misuse, deaths, injuries, crimes and arrests. According to FDOH-Pinellas' Director, the **biggest gap** in tackling the local opioid epidemic is **the ability to increase the availability and access to community-based addiction treatment services**, noting that **seeking new funding to support addiction treatment is critical**. Further, in 2017, 85 community partners representing more than 30 diverse sectors of the local public health system identified **improved access to care and substance abuse and mental health** as the top health concerns in Pinellas County for FDOH-Pinellas to address. **Trauma:** In 2018, the PADC team successfully completed a 3-year grant-funded treatment court project for adults with SUD/COD (similar to the proposed population of focus). Within that project, 78% of PADC participants reported physical and emotional trauma symptoms at intake that required help to treat and manage stress and dysfunction to restore the individual to a state of emotional and well-being. **Pervasiveness of Local SUD:** In its *Pinellas County Substance Abuse Profile* (2017), FDOH-Pinellas reported that there were 179 drug-related accidental deaths (adults) in Pinellas County in 2015; 55% related to prescription drugs. According to a 2016 report published by American Civil Liberties Union and Human Rights Watch, Pinellas County is among the top five counties with the highest arrest rates for drug possession in Florida; where from 2010 to 2015, there were more than 31,000 drug possession charges. Statistics from the *Pinellas County Community Health Assessment* (2018) published by FDOH-Pinellas offer more insight. According to the report, approximately 1 out every 4 adults in Pinellas County reported using some form of prescription pain relief. The report also notes that 16.1% of adult survey respondents in Pinellas County reported having

ever used cocaine, heroin, methamphetamine, or synthetic versions of these drugs. Moreover, the report notes that 204 adults in Pinellas County died from an opioid-related overdose in 2016, and more than one person dies every other day in Pinellas County from substance abuse related to opioid misuse. In addition, the Center for Disease Control and Prevention (CDC) notes that Pinellas County has the 5th highest drug-involved overdose death rate in Florida; and that residents of Pinellas County are 50% more likely to die due to drug overdose than the average American.

SECTION B: PROPOSED IMPLEMENTATION APPROACH (30 POINTS)

B-1: Purpose: The purpose of the proposed project is to expand services in the existing PADC to offer more drug-involved offenders (adults) in Pinellas County a treatment drug court model and community-based SUD treatment and recovery support services (RSS). The PADC will reduce recidivism and SUDs among the population of focus and increase the possibility of successful habilitation through early, continuous, and intense judicially supervised treatment, mandatory periodic drug testing, and use of appropriate sanctions and other habilitation services. The development of the PADC expansion was informed by *Alternative Tracks in Adult Drug Courts: Matching Your Program to the Needs of Your Clients*, published by the National Drug Court Institute (NDCI). The publication underscores the importance of employing the Risk-Need-Responsivity Model to ensure that treatment courts offer services that are tailored to the prognostic risk level and criminogenic needs of each participant. The SJC has found this practice to be the most effective and cost-efficient way to ensure drug-involved offenders receive the full complement of the services embodied in within ten (10) key components of drug courts. **Service Recipients:** The table below specifies core PADC services and the estimated number of service recipients for each service type.

PINELLAS COUNTY ADULT DRUG COURT (PADC)		UNDULICATED PARTICIPANTS				
SERVICE COMPONENT	YR1	YR2	YR3	YR4	YR5	TOTAL
ASAM Level I Community-Based OP SUD Treatment Services	50	65	65	65	50	295
Integrated screening and assessment	50	65	65	65	50	295
Individualized treatment planning (+ monthly plan reviews)	50	65	65	65	50	295
Comprehensive case management services	50	65	65	65	50	295
Frequent science-based randomized urine drug testing	50	65	65	65	50	295
Trauma-informed SUD OP treatment (may include MAT)	50	65	65	65	50	295
Peer recovery support (includes home visits)	50	65	65	65	50	295
Person-responsive recovery support services (RSS)	50	65	65	65	50	295
Access to HIV and Hepatitis testing, counseling and treatment	50	65	65	65	50	295
Aftercare services	50	65	65	65	50	295
ADDITIONAL SERVICE RECIPIENTS		HOUSEHOLD/FAMILY MEMBERS				
Included during home visits	20	30	30	30	20	130
Attended family group meetings (optional)	15	25	25	25	15	105

Residential Treatment: The PADC aims to place participants in the least restrictive level of care using a biopsychosocial assessment and American Society of Addiction Medicine (ASAM) Patient Placement Criteria. For the last 17 years, the PADC has discerned that ASAM Level I Outpatient SUD treatment is most successful and most appropriate treatment type for the population of focus. However, for more than 10 years, WestCare has been operating a community-based ASAM Level III Residential SUD treatment program funded by the Florida Department of Corrections where the SJC can refer participants (when appropriate) without using grant funding from SAMHSA. **Expansion Estimates:** From 2019-2024, the PADC team anticipates serving 295 individuals, representing a 25% increase in the number of drug-involved offenders in Pinellas County receiving problem-solving treatment court services. **Goals and Objectives:** To measure the effectiveness of the expansion, the PADC team has identified several SMART goals and objectives (below). The proposed measure for objectives is

annually and over the life of the grant (five years), as evidenced by progress documentation in each participant's electronic health record, as well as findings from clinical tools (as applicable) and GPRA.

■ **Goal 1: Expand (increase) the ability of the Sixth Judicial Circuit's Pinellas Adult Drug Court (PADC) to address the risk and needs of more adult offenders.** **Objective 1A:** 295 new and unduplicated participants will be provided with comprehensive SUD treatment and recovery support services (RSS). **Objective 1B:** 75% of participants will successfully complete their individualized treatment plans. ■ **Goal 2: Reduce recidivism and SUDs among participating adult offenders, as well as trauma-related symptoms, and increase their likelihood of successful habilitation within their community.** **Objective 2A:** 80% of participants will exhibit a reduction in the antisocial behaviors that trigger their criminal activity and SUD; and 80% of treatment completers will maintain reductions in antisocial behavior at follow-up (post discharge). **Objective 2B:** 80% of participants will exhibit SUD reduction from intake to discharge, and 75% will remain drug-free during enrollment. **Objective 2C:** 80% of participants will not be re-arrested (for non-drug or drug related charges) during participation in the program. **Objective 2D:** 60% of participants will remain crime and substance free during enrollment, at discharge and at follow-up post-discharge. **Objective 2E:** 80% of participants will have reduced overall assessed risk from intake to discharge and at follow-up post discharge. **Objective 2F:** 70% of participants will have reduced trauma-related symptoms from intake to discharge and at follow-up post discharge. ■ **Goal 3: Address service gaps and increase protective factors for adult offenders and members of their household by offering services not currently offered to PADC participants and their family members.** **Objective 3A:** 70% of participants that participate in home visits and complete their individualized treatment plans will self-report a strengthened and/or more connected household and/or family. **Objective 3B:** 85% of participants will successfully complete an aftercare or continuing treatment component. **Objective 3C:** 50% of individuals residing in a household with a participant will self-report being positively affected from participating in home visits. **Objective 3D:** 60% of participants who participate in employment readiness activities will achieve an increase in employment and/or job training outcomes from intake to discharge and at follow-up post discharge. **Objective 3E:** 90% of participants that lack stable housing at intake or during treatment will receive housing counseling towards securing and sustaining safe and stable housing; 50% of participants in need of temporary recovery housing will receive such housing in WestCare's recovery housing program. **Objective 3F:** 80% of participants who consistently interact with the Peer Recovery Coach and/or the PADC Case Manager will self-report greater multi-system navigation, benefits from RSS, removal of at least one pre-existing barrier (e.g., unemployment, lack of skills, lack of benefits, transportation, etc.) and greater social connectedness at discharge and at follow-up post discharge.

B-2: Implementation: The Pinellas [County] Adult Drug Court (PADC) is a blended felony court docket that allows for both pre-trial intervention and post-plea diversion cases. Participation in the PADC averages 24 months; with licensed SUD treatment services averaging 9 to 12 months; however length of participation is determined by individual need. Participants appear before Judge Dee Anna Farnell every 30 to 45 days on average. After one (1) year, participants who complete their individualized treatment plan, remain crime and drug free, and complete all judicial requirements, may petition the SJC for early termination. As outlined in the *PADC Participant Handbook*, graduation requirements for the PADC include: (1) completion of 12-24 months of judicial supervision that includes at least 180 days of sobriety; (2) attainment of or maintaining employment (as applicable); (3) completion of a GED program (if applicable); (4) completing aftercare; and (5) completing all conditions of probation, including payment of weekly fees, fines and restitution. **Essential Services:** In alignment with *Expectations* and *Appendix O* included in FOA No. TI-19-002, each PADC

participant will receive community-based ASAM Level I Outpatient SUD treatment services provided by WestCare GulfCoast-Florida, a licensed and CARF accredited behavioral health and human services provider. A multi-disciplinary treatment team comprised of SUD Counselors and a full-time (paid) Peer Recovery Coach, will provide the following treatment services, integrated with judicial supervision and comprehensive case management services provided by the SJC's Case Manager:

- Integrated screening and assessment for SUD/COD using a biopsychosocial assessment instrument administered in a structured clinical interview. *Note:* In 2018, WestCare began working with Indaba Global Coaching, LLC, to administer its DiscFlex® assessment tool amongst its clinical staff members. The DiscFlex produces a personalized report centering on four areas of an individual's natural behavioral tendencies: *dominance, influence, steadiness and compliance*; helping individuals to understand the factors behind one's actions and the patterns of one's behavior. Informed by their results, individuals are able to make small behavior adjustments that make interactions with others more successful and more meaningful. Soon, WestCare's clinical team began to the potential in introducing the DiscFlex® assessment within the clinical environment. During 2018, the DiscFlex® Recovery assessment (included as an attachment) is voluntarily administered with PADC participants during the integrated screening and assessment process. Each participant receives a copy of their personalized DiscFlex® report and WestCare Counselors discuss the reports with participants. An accompanying workbook guides PADC participants through exercises to assist them in making positive behavioral changes. The DiscFlex® has also been useful in matching participants and counselors based on shared behavior strengths; resulting in greater positive client outcomes and increased treatment retention and completion.
- Individualized, strengths-based and participant-driven treatment planning that addresses the needs of the individual and family (plan reviews every 30 days)
- ASAM Level I outpatient SUD treatment that: (1) are licensed; (2) are provided in three (3) phases; (3) are person-responsive and tailored to the unique needs of each participant; (4) are trauma-informed and trauma responsive; (5) includes individual and group therapy/counseling/education (in adherence with state licensing regulations and CARF accreditation standards); (6) incorporates evidence-based curricula, programs and practices (see Section C); and (7) incorporates opioid overdose and abuse reduction-specific education activities
- Frequent science-based randomized urine drug testing for monitoring compliance
- Specialized co-occurring disorders (COD) education and support groups
- Health and wellness planning and integrated healthcare services
- Strengths-based case management services coordinated between the court's and treatment provider's case management personnel
- Continuous engagement and interactions with a Peer Recovery Coach to support RSS, assist in multi-sector navigation, treatment retention and relapse prevention (includes home visits as needed).
- Rapid HIV testing provided by WestCare; HIV counseling and treatment and Hepatitis A, B, C testing, counseling and treatment provided by FDOH-Pinellas. *Note:* Pinellas County has the highest rate of Hep. A in Florida.
- Parenting education and family functioning skills groups
- Wrap-around recovery support services (RSS) designed to improve access and retention in services (e.g., vocational, educational, peer support, mentoring, transportation services, etc.)
- Relapse prevention, aftercare and alumni groups.

Ten Key Components: Since the inception of the Adult Drug Court in 2001, the Sixth Judicial Circuit has worked diligently to align its treatment court with the ten (10) key components established by the National Association of Drug Court Professionals (NADCP) in collaboration with BJA as described in the publication, *Defining Drug Courts: The Key Components*. Described below are the ways in which the Pinellas Adult Drug Court maintains fidelity to the ten (10) key components, which underscore the need for coordinated and sustained case management within each component.

- **Key Component #1: Drug courts integrate alcohol and other drug treatment services with justice system case processing.** The Sixth Judicial Circuit has 17 years of experience

operating specialty court programs including the PADC. The aim of the Sixth Judicial Circuit's treatment court programs is to stop the abuse of alcohol and other drugs and related criminal activity. The Pinellas Adult Drug Court assists drug offenders to achieve sobriety, recovery, self-sufficiency and stability through a coordinated, multidisciplinary team approach which includes science-based behavioral health services provided by experienced and qualified community-based behavioral health services providers through subcontracts. The Sixth Judicial Circuit maintains program resources that: address drug court participant needs identified over time; accommodate the range of treatment and other rehabilitation services required; and apply case management beyond initial referral to confirm that providers appropriately deliver ongoing assessment and services. ■ **Key Component #2: *Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.*** Within the PADC, the State Attorney and Public Defender (key members of the PADC team) work together to facilitate each defendant's treatment progress by allowing the merits of their pending cases to become secondary to a new (primary) focus on each offender's recovery and law-abiding behavior. ■ **Key Component #3: *Eligible participants are identified early and promptly placed in the drug court program.*** In an effort to engage qualified participants as early as possible, the PADC maintains a variety of referral sources as part of its "no wrong door" entry policy. The SJC also identifies eligible defendants involved in criminal and/or family courts that may benefit from participation in the PADC program. Allowing for both pre-trial intervention (PTI) and post-plea diversion cases, the Court aligns with the NADCP's *Adult Drug Court Best Practice Standards*. Further, to ensure equality, diversity and inclusiveness, the PADC team employs a recruitment strategy that is objective, nondiscriminatory in intent and impact, based on empirical evidence, and communicated to referral sources in writing. ■ **Key Component #4: *Drug courts provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.*** With the understanding that a drug offender may present an array of needs, the PADC employs a holistic approach to treatment and recovery and connect participants to a continuum of community-based "whole-person" services to support relapse prevention, community integration, and aftercare and continuing care services, guided by an individualized treatment plan that is informed by a comprehensive integrated screening and assessment process. The proposed treatment provider, WestCare, offers a continuum of behavioral health services within the geographic catchment area including: emergency shelter, recovery housing, sober living, residential treatment, rapid rehousing counseling, permanent supportive housing for Veterans, transportation and wrap around and recovery support services. ■ **Key Component #5: *Abstinence is monitored by frequent alcohol and other drug testing.*** In alignment with NADCP standards and SAMHSA guidance, abstinence and treatment compliance will be monitored by frequent science-based randomized urine drug testing administered by technicians trained in procedures that follow the NADCP standards with adherence to Chain of Custody Protocols found within the Clinical Improvement Act. ■ **Key Component #6: *A coordinated strategy governs drug court responses to participants' compliance.*** The multi-disciplinary PADC team maintains frequent and regular communication in order for the Court to respond expeditiously to apply a graduated matrix of incentives (non-cash) and sanctions in alignment with the NADCP's *Adult Drug Court Best Practice Standards: Incentives, Sanctions and Therapeutic Adjustments*. Additionally, the NDCI's publication, *Behavior Modification 101 for Drug Courts: Making the Most of Incentives and Sanctions* assists the Court to develop its matrix of graduated incentives and sanctions. ■ **Key Component #7: *Ongoing judicial interaction with each drug court participant is essential.*** The Sixth Judicial Circuit has strict judicial supervision requirements that underscore that the Judge is the leader of the PADC and emphasizes an active, supervising relationship, maintained throughout treatment that increases the likelihood that a participant will remain in treatment and

improves the chances for sobriety and law-abiding behavior. ■ **Key Component #8: Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.** PADC monitoring ensures that the program stays on track and timely course corrections are made when needed. In general, the SJC monitors operations using data indicators such the number of defendants screened and assessed, persons enrolled, persons rejected, successful completers, persons terminated, etc. *Section E* describes a comprehensive monitoring and evaluation plan, which includes an independent evaluation of the proposed expansion project. ■ **Key Component #9: Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations.** Cross system training and various interagency structures are utilized to develop shared understandings and operating procedures of both treatment and the justice system components, and to maintain a forum for solidifying relationships, and promote a spirit of commitment and collaboration. ■ **Key Component #10: Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court program effectiveness.** The SJC facilitates system wide involvement through its commitment to maintain a the participation of a multidisciplinary PADC team including court staff, representatives of the state attorney and public defender, law enforcement, community-based social services and treatment providers.

B-3: Realistic timeline for the project period, showing dates, key activities, and responsible staff.
PD (Project Director), PT (PADC Team Members), WC (Treatment Provider), E (Evaluator/RA)

ACTIVITY	PROJECT MONTHS YR1												YEARS 2-5				
	1	2	3	4	5	6	7	8	9	10	11	12	2	3	4	5	
Review NOA and grant proposal (PD, PT, E, WC)	X																
Submit disparities document and other requirements to SAMHSA (PD, E)	X																
Ensure facilities are ready to accept clients by 4 th month (PD, WC)	X	X	X														
Position recruitment, training and retention activities (PD, WC)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Finalize MOUs and develop <i>Project Implementation Action Plan</i> (PD, PT, E, WC)	X	X	X														
Order equipment, supplies and curricula (PD, WC, E)	X	X	X														
Required training for staff and EBP training (PD, PT, WC, E)		X	X														
Monthly PADC team meetings (PD, PT, E, WC)		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Conduct outreach, partners make referrals (PD, PT)		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Begin serving clients (PD, PT, WC, E)			X	X													
Delivery of all project services (PD, PT, WC, E)			X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Evaluation, project monitoring, quality assurance, data collection, analysis and mgmt. (PD, PT, E, WC)			X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Required reporting and communication w/ SAMHSA POC (PD, PT, E)			X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Administer participant and stakeholder perception surveys (PD, E)				X	X	X	X	X	X	X	X	X	X	X	X	X	
Sustainability planning (PD, PT)							X	X	X	X	X	X	X	X	X	X	

SECTION C: PROPOSED EVIDENCE-BASED SERVICE/PRACTICE (25 POINTS)

C-1: In alignment with guidance from SAMHSA, the National Institute on Drug Abuse (NIDA) and the National Association of Drug Court Professionals (NADCP), the treatment provider, WestCare, will incorporate evidence-based programs and practices (EBP) within the delivery of the planned SUD treatment services. Members of the *WestCare Unified Clinical Team*, along with members of PADC team collaborated to select the following interventions that are described in SAMHSA's Treatment Improvement Protocols (TIPs) which are featured in SAMHSA's *Evidence-Based Practices Resource Center*. All clinical treatment services offered by WestCare to PADC participants are rooted in **cognitive behavioral therapy (CBT)** that involves cognitive restructuring, modifying behavior, and/or developing alternative coping skills. WestCare uses cognitive behavioral strategies to assist individuals in changing criminal beliefs and values. To change irrational thinking patterns cognitive strategies incorporate skills training in problem solving, negotiation, and interpersonal skills training. These interventions concentrate on the effects of thoughts and emotions on behavior and include strategies that promote pro-social behavior and accountability through a system of incentives and sanctions. CBT is the focus of all treatment WestCare offers. **Motivational Interviewing (MI)** and **Motivational Enhancement Therapy (MET)** are other evidence-based techniques which WestCare uses in conjunction with CBT to address problems of motivation, treatment readiness, ambivalence, and resistance in assessment and treatment. **Relapse Prevention (RP)** is a cognitive-behavioral approach that focuses on the identification and management of high risk situations that could lead to relapse. Relapse prevention assists participants to identify triggers for offending, learning strategies to avoid these triggers, and learning healthy ways of coping with triggers. **No modifications are planned for these interventions.** Treatment approaches described above (i.e., CBT, MI, MET, RP are integrated in the **Matrix Model** developed by the Matrix Institute on Addictions. An intensive outpatient treatment approach for individuals with SUD, the core components of the model consist of early recovery groups, relapse-prevention groups, family engagement and education, social support groups, and individual counseling delivered over a 16-week period. The model uses a holistic approach with family members who are engaged (as applicable) and offered education and resources to help understand and support the recovery process. **Thinking for a Change (T4C)** is an integrated cognitive behavioral change program (authored under a cooperative agreement with the National Institute of Corrections), that incorporates research from cognitive restructuring theory, social skills development, and the learning and use of problem solving skills. Comprised of 25 lessons that build upon each other, T4C assists justice-involved adults to change criminal behaviors by examining their thinking, feelings, beliefs, and attitudes; learning and practicing social and life skills; and exploring alternatives to antisocial and criminal behaviors. **Seeking Safety (SS)**, developed by Lisa Najavits, Ph.D., is an evidence-based, present-focused, highly flexible and safe counseling model to help people attain safety from trauma and/or substance abuse. Seeking Safety offers 25 topics that can be conducted in any order and as few or many as time allows. Seeking Safety has been successfully implemented for many years across vulnerable populations including homeless, criminal justice, domestic violence, severely mentally ill, veterans and military, and others. **No modifications are planned for these interventions.** The following table depicts how the EBPs noted above are appropriate for use with the population of focus and the outcome areas to be achieved.

EBP*	POPULATION	OUTCOME AREAS				
		SUD	RECIDIVISM	TRAUMA	FUNCTIONING	RELATIONSHIPS
MM	✓	✓	✓		✓	
T4C	✓	✓	✓		✓	✓
SS	✓	✓		✓	✓	✓

MI	✓	✓	✓	✓	✓	✓
MET	✓	✓			✓	
MAT	✓	✓			✓	

*MM (Matrix Model), T4C (Thinking for a Change), SS (Seeking Safety), MI (Motivational Interviewing), MET (Motivational Enhancement Therapy), MAT (Medication-Assisted Treatment)

Both the SJC, the PADC team and WestCare, deem **Medication-Assisted Treatment (MAT)** to be an important part of an individualized treatment plan for some participants. SJC currently receives funding from the State of Florida to cover costs of Vivitrol® (naltrexone) under the care and prescription of a physician and licensed treatment provider. WestCare also receives funding from Florida Alcohol and Drug Abuse Association (FADAA) to cover the costs of Vivitrol® offered to eligible treatment clientele under the care and prescription of a physician. No eligible participants will be denied access to the PADC for their use of FDA-approved medications for SUD treatment, for as long as the prescribing physician determines that the medication is clinically beneficial. The PADC team will comply with MAT as confirmed in its Statement of Assurance. **Therefore, the proposed project will have the ability to offer participants MAT services as needed without the use of SAMHSA grant funds.** All EBPs noted above are appropriate for use with adults (18+) of all genders who have a primary SUD and have experienced trauma, as well as, may have co-occurring behavioral health disorders; as well as, effective in the areas of: outcome areas, race, ethnicity, culture, language, gender identity, sexual orientation, gender expression, age, geography, environment, treatment setting, disparities, disability, adverse side effects and socioeconomic status. In regards to outcomes, NIH's **National Institute on Drug Abuse (NIDA)** notes that participants treated using the *Matrix Model* show statistically significant reductions in drug and alcohol use, improvements in psychological indicators, and reduced risky behaviors. Also, the **National Institute of Justice (NIJ)** rates *Thinking for a Change (T4C)* as promising, noting a research project which found that offenders not completing the T4C curriculum had a 57 percent higher risk of recidivism than offenders who had successfully completed T4C treatment. Further, according to its developer, **Treatment Innovations, Inc., Seeking Safety**, is the only evidence-based model that has outperformed controls on the prism of trauma, PTSD and SUD, at end of treatment in randomized and controlled trials.

SECTION D: STAFF AND ORGANIZATIONAL EXPERIENCE (15 POINTS)

D-1: Experience with similar projects and populations: The applicant, **Pinellas County government (PCG)** is complex mix of 25 governmental bodies, including the **Sixth Judicial Circuit (SJC)**. PCG is committed to progressive public policy, superior public service, and judicious exercise of authority and responsible management of public resources. The SJC is located in the Central West Coast of Florida and serves Floridians in Pasco and Pinellas Counties. The SJC is the third largest trial court in Florida and boasts 45 Circuit Court Judges and 24 County Court Judges serving a circuit population of nearly 1.5 million. Data from Florida's Summary Reporting System (SRS) notes that an average of 62,000 circuit filings and 200,000 county filings occur each year within the Sixth Circuit. The SJC is known as a progressive circuit in Florida for actively seeking cost-effective, humane and sound alternatives to incarceration. The SJC established the Pinellas [County] Adult Drug Court (PADC) in 2007, and the neighboring Pasco [County] Adult Drug Court in 2007. In 2011, a joint grant from SAMHSA and BJA, enabled the SJC to establish the first Veterans Treatment Court in Florida, in Pinellas County (still in operation), along with a Family Dependency Treatment Court in 2016, and a Family Drug Treatment Court in 2018. The SJC operates multiple specialty treatment dockets simultaneously and has never had a federal grant project end early or lost funding due to poor performance. The PADC Judge, Chief Deputy Court Administrator and other SJC staff members have received training through The National Drug Court Institute (NDCI). **Judge Dee Anna Farnell** has

been a problem-solving Judge in the SJC for 24 years. She has served as an Administrative Judge while also serving in the Juvenile, Criminal and Family Law divisions. Judge Farnell has served three terms on the *Supreme Court Task Force on Substance Abuse and Mental Health Issues*, and is passionate about developing and implementing innovations that address relevant issues pertaining to treatment drug courts. **Nicholas Bridenback, MA**, the proposed **Project Director**, is the SJC Court Operations Manager and has nearly 20 years of experience working in problem-solving courts. For more than 10 years, the SJC and **WestCare GulfCoast-Florida, Inc.** have collaborated to offer treatment drug court programs to hundreds of residents in the geographic catchment area. WestCare is a 501(c) 3 community-based, licensed and CARF-accredited nonprofit that was established in 2001, and offers life-changing behavioral health and human services to more than 2,000 Floridians annually. With an operating budget of more than \$8M, WestCare numerous long-term service contracts with entities such as the Florida Department of Corrections and Pinellas County government to provide evidence-based, person-responsive and trauma-informed SUD treatment services in Pinellas County. Within the geographic catchment area, WestCare manages a community-based continuum of behavioral health and human services (i.e., emergency and cold night shelter, recovery housing, licensed SUD treatment programs, etc.) WestCare is known locally for its ability and willingness to successfully work with individuals and populations who require more intensive services (i.e., individuals with multiple disorders, individuals misusing opioids or at risk of opioid overdose, people experiencing homelessness, youthful offenders, individuals experiencing trauma, etc.). *Letters of commitment are included in Attachment 1 of this grant application.*

D-2: The table below details **all key staff positions** of the proposed expansion project. Individuals that will fill the positions noted below (and detailed in the budget justification) have experience engaging, understanding, treating, retaining (in treatment) and graduating individuals with needs similar to the proposed population of focus.

POSITION	ROLE	QUAL	LEVEL
Judge	Chief Problem Solver – Leader of ADC and Team	Judge	1 FTE
Court Operations Manager	Project Director, manages grant project operations	MA	.20 FTE
Court Program Specialist	Judicial case management of cases	BA or MA	1.0 FTE
Treatment Services Director	Oversee delivery of SUD treatment services and RSS	BSW, CAP	.15 FTE
Counselor (3)	SUD treatment, RSS, case management, aftercare	BA or MA	3.0 FTE
Peer Recovery Coach (1)	Peer-to-peer RSS, motivational support, home visits	>2 YRS Recovery	1.0 FTE
Independent Lead Evaluator	Independent evaluation, supervision of RA	BA + Experience	Contract
Research Assistant	Data collection and analysis, monitoring, evaluation	BA + Experience	1.0 FTE

SECTION E: DATA COLLECTION AND PERFORMANCE MEASUREMENT (20 POINTS)

E-1: Pinellas County government (PCG) and the Sixth Judicial Circuit (SJC) understand the importance of data-driven projects, and how accurate data can assist SAMHSA to meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010, and to demonstrate how SAMHSA's grant programs are reducing disparities in access, service use, and outcomes nationwide. Included in the attachments of this application is a letter of commitment from the **WestCare Foundation, Inc., Evaluation and Quality Improvement Division**, noting its commitment to conduct an independent evaluation of the proposed expansion project. The *Evaluation and Quality Improvement Division* of WestCare Foundation, Inc. has conducted hundreds of independent evaluations of federally funded projects from agencies including SAMHSA, DOI, VA, CDC and BJA, etc. Ms. Denise Connor, an *Evaluation and Quality* Director will serve as the Evaluator. Ms. Connor has 15 years of experience evaluating complex federal grant projects including several specialty treatment court projects for SAMHSA, BJA and OJJDP. Ms. Connor will supervise Ms. Leah

Braswell, proposed Research Assistant (RA). Ms. Braswell has previous and current experience working with PCG and SJC to help evaluate their grant-funded projects. Both professionals are skilled in working with PADC team members in the ongoing process of program evaluation and improvement. The proposed plan for data collection, performance measurement and assessment will cost far less than 20% of the total grant award for each budget period.

Data Collection: The evaluation team will use the required GPRA Tool and the SAMHSA Performance Accountability and Reporting System (SPARS) to collect and report on the required performance measures, including number of individuals served, abstinence from substance use, housing stability, employment status, etc. An Electronic Health Record (EHR) provides information on days waiting for admission (access to treatment) and discharge dates and types (retention in treatment). The SJC will provide data on re-arrest and re-incarceration of those served to assess criminal justice involvement. Several proven strategies will be employed by the evaluation team, such as: including a master database in SPSS (Statistical Package for the Social Sciences) into which data will be merged/entered from multiple systems, then analyzed. Evaluation data resides in separate electronic and physical files accessible only to the evaluation team. In order to minimize the burden on the clinical staff and to prevent data bias, Ms. Braswell, proposed RA, will conduct the interviews at intake to services, discharge, and 6-months post intake using face-to-face interviews. To ensure attainment of the required 80% follow-up rate, WestCare will collect comprehensive locator information at the time of admission and discharge; use frequent phone contacts between follow-up periods, mail birthday cards, holiday cards and follow-up reminders; provide incentives to participate in the follow-ups; and conduct interviews in convenient locations (e.g., in-home, restaurants, etc.).

Data Usage to Manage, Monitor, and Enhance the Program: To ensure the program achieves its intended outcomes and community impact and assess how well it aligns with The Key Components, evaluation will be a critical element of this project. At least quarterly, the Evaluator will conduct reviews of process data and immediate and intermediate outcome data. This is crucial and will enable the program to document program components that work well for the population; assess where the program needs to make improvements; and make timely adjustments in activities and programming to address the desired outcomes more effectively and efficiently. The proposed project will utilize the same structured Continuous Quality Improvement (CQI) strategy (PDSA: Plan-Do-Study-Act) and processes. (1) Identify and describe the deviation, barrier, or unexpected outcome; (2) Generate a fishbone diagram to define all possible causes; (3) Collect data to identify the cause related to the problem and pinpoint the area for intervention; (4) Implement a corrective action; and (5) Collect monitoring data to determine the effectiveness of the action. WestCare adheres to the NIATx model for the PDSA cycle, allowing rapid, repeated, and efficient change to ensure high quality processes and program performance as well as timely change. Routine data analysis will include the following measures: demographics; methods of recruitment; attendance; attrition; planned and unplanned adaptations; cultural problems/issues; indicators of unmet needs; participant changes in behavior at program completion and 6-months post admission as they relate to the goals and objectives outlined, as well as examining any disparate access to care or utilization of services that may occur in various subpopulations. If disparities are present, the SJC will use the NIATx rapid cycle to reduce them. The analyses for the CQI activities will parallel those for the performance assessment to ensure that the project is attaining the program goals and objectives. Evaluation will document in detail all changes made, including those made to address disparities in access, service use, and outcomes across subpopulations, including the use of the National Standards for CLAS.

Pinellas County Government | Sixth Judicial Circuit of Florida
SAMHSA Treatment Drug Courts (FOA) No. TI-19-002
BUDGET NARRATIVE AND JUSTIFICATION

A. Personnel:

FEDERAL REQUEST

Position	Name	Annual Salary/Rate	Level of Effort	Cost
Project Director (In-kind)	Bridenback	\$ 65,957	20%	\$ 13,191
Drug Court Case Specialist	TBD	\$ 36,115	100%	\$ 36,115
			TOTAL	\$ 49,306

JUSTIFICATION: Describe the role and responsibilities of each position.

Project Director (.20 FTE) In-kind: Mr. Nick Bridenback, Court Operations Manager, will serve as Project Director. Mr. Bridenback's time will be provided in-kind from the Sixth Judicial Circuit, State Courts System. As Project Director, Mr. Bridenback will be responsible for the scientific, technical, or programmatic aspects of the grant and for day-to-day management of the project or program. He will be the member of the recipient team responsible for ensuring compliance with the financial and administrative aspects of the award. Mr. Bridenback has successfully performed this role for previous SAMHSA grants.

The Court will hire a Drug Court Case Manager to ensure that project participants are progressing in drug court, maintain data regarding their progress, and ensure that treatment provider reports are completed timely and that cases are ready for hearing.

FEDERAL REQUEST (enter in Section B column 1 line 6a of form SF424A) **\$ 36,115**

B. Fringe Benefits: (In-Kind)

List all components that make up the fringe benefits rate

FEDERAL REQUEST

Component	Rate	Wage	Cost
FICA	7.65%	\$49,306	\$3,772
Retirement	7.37%	\$49,306	\$3,634
Insurance – Project Director	\$16,826/annually	20% of annual cost	\$3,365
Insurance – Court Prg Spec	\$16,826/annually	100% of annual cost	\$16,826
		TOTAL	\$27,597

JUSTIFICATION: Fringe reflects current rate for agency.

Fringe Benefits reflect current rates, this is in-kind for all 5 years.

FEDERAL REQUEST (enter in Section B column 1 line 6b of form SF424A) **\$0**

C. Travel: Explain need for all travel other than that required by this application. Local travel policies prevail.

FEDERAL REQUEST

Purpose of Travel	Location	Item	Rate	Cost
			TOTAL	\$0

JUSTIFICATION: Describe the purpose of travel and how costs were determined.

FEDERAL REQUEST (enter in Section B column 1 line 6c of form SF424A) **\$0**

D. Equipment: an article of tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit (federal definition).

FEDERAL REQUEST – (enter in Section B column 1 line 6d of form SF424A) **\$ 0**

E. Supplies: materials costing less than \$5,000 per unit and often having one-time use

FEDERAL REQUEST

Item(s)	Rate	Cost
	TOTAL	\$0

JUSTIFICATION: Describe the need and include an adequate justification of how each cost was estimated.

FEDERAL REQUEST – (enter in Section B column 1 line 6e of form SF424A) **\$ 0**

F. Contract: A contractual arrangement to carry out a portion of the programmatic effort or for the acquisition of routine goods or services under the grant. Such arrangements may be in the form of consortium agreements or contracts. A consultant is an individual retained to provide professional advice or services for a fee. The applicant/grantee must establish written procurement policies and procedures that are consistently applied. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open and free competition.

COSTS FOR CONTRACTS MUST BE BROKEN DOWN IN DETAIL AND NARRATIVE JUSTIFICATION. IF APPLICABLE, NUMBERS OF CLIENTS SHOULD BE INCLUDED IN THE COSTS.

FEDERAL REQUEST

Name	Service	Rate	Other	Cost
	WestCare Gulfcoast Florida			
	Personnel			
	Director of Treatment Services (.2 FTE)	\$ 55,000	\$55,000 x 20% = \$11,000	
	Counselor (2 FTEs)	\$ 72,000		
	Counselor (1 FTE) (9 months in year 1)	\$ 34,001	\$34,001/12 x 9 = \$25,501	
	Recovery Coach (1 FTE)	\$ 28,080		
	Research Assistant (1 FTE)	\$ 33,280		\$ 169,861
	Fringe Benefits (24.2%)	\$ 41,106	\$169,861 x 24.2%	\$ 41,106

Name	Service	Rate	Other	Cost
	Travel Annual Grantee Meeting In Year 1, 3, 5 Airfare Lodging Per Diem Transportation NADCP Membership Fee NADCP Conference Fee Local Travel	\$ 1,500 \$ 2,400 \$ 660 \$ 100 \$ 180 \$ 2,055 \$ 6,120	\$500 *3 staff * 1 trip \$200/day*3 staff*4 days*1 trip \$55/day*3 staff*4 days*1 trip Shuttle to & from airport \$50 each way \$60/staff*3 staff \$685/staff*3 staff 1000 miles/mo*12 mo*\$.51/mile	\$ 13,015
	Contractual Evaluator Mental Health Assessments Medication Assisted Treatment (In-Kind) Recovery Housing (In-Kind)	\$ 9,375 \$ 2,500	15% of annual contract \$62,500 \$250/assessment x 10 clients	\$ 11,875
	Supplies Program/Office Supplies Drug Testing and HIV Testing Kits Indaba Discflex – Assessment & Book SPSS – Research Software used for evaluation (year 1 only)	\$ 6,120 \$ 5,780 \$ 7,500 \$3,000	Includes educational materials, client incidentals & home safety, and monthly office supplies Includes assessment tool and client workbook	\$ 22,400
	Operations Rent including utilities & maintenance Communications Copier Lease & Maintenance Staff Recruitment Client Incentives Client Transportation Property & Liability Ins.	\$ 12,000 \$ 3,108 \$ 1,410 \$ 360 \$ 1,800 \$ 6,000 \$ 1,350		\$ 26,028
	Indirect Approved Rate 28%	\$ 79,600	\$284,285 x 28%	\$ 79,600
			TOTAL	\$ 363,885

JUSTIFICATION: Explain the need for each contractual agreement and how they relate to the overall project.

(1) WestCare Gulfcoast-Florida, Inc.

Director of Treatment Services (.2 FTE): Ms. Elizabeth Darby, WestCare’s Director of Treatment Services, will oversee the daily delivery of SUD treatment services offered to PADC participants. She will provide clinical and administrative supervision ensuring the fidelity of services and science-based programs and practices. Ms. Darby will facilitate the use of program data into performance improvement where needed in conjunction with the Program Director and Evaluator.

She will ensure that clinical SUD treatment services maintain adherence to state licensing and CARF accreditation standards.

Counselor (3 FTE): Counselors will be responsible for the delivery of ASAM Level I Outpatient Treatment. Also, Counselors must maintain proficiency in delivering science-based programs and practices to fidelity under the supervision of the Director of Treatment Services. Counselors perform SUD treatment-related therapy work in individual and group formats, and provide integrated client evaluations, as well as, working with clients to develop person-responsive treatment and discharge plans – and monthly plan reviews and updates. Counselors are responsible for documenting client progress in accordance with accreditation and licensing standards. Also, Counselors may serve as Case Managers assisting clients to access community-based and/or needed services in alignment with a client’s individualized treatment plan.

Increase in years 2-5 due to year 1 included 11 months of salary for 1 Counselor.

Peer Recovery Coach (1 FTE): The Peer Recovery Coach engages, inspires, and facilitates meaningful conversations with participants that assist them to explore, create, and meet their own recovery goals. Peer Recovery Coaches have shared lived experiences and provide consultation to the multidisciplinary treatment team to promote and reinforce each client’s point of view and preferences, to ensure each client is recognized, understood and respected. Additionally, the Peer Recovery Coach helps clients to navigate complex multiple systems to obtain the services and support needed to maintain their recovery within the community. The Peer Recovery Coach also will make home visits and ensure that the client and members of their household are accessing recovery support services that are available. The Peer Recovery Coach may also assist clinical staff to respond to critical situations with high-level engagement and de-escalation skills which support a least restrictive environment for participants served experiencing an emergency related to a mental health/addiction challenge.

Increase in years 2-5 due to year 1 included 11 months of salary for 1 Peer Recovery Coach.

Research Assistant: This position is not a member of the Treatment Team and will collect data that is then analyzed by the Evaluation Director, and will provide information to staff and community partners on adherence and incremental progress of the project with its goals and objectives. The Research Assistant also works closely with staff of the project to make sure that demographic, process and outcome data are collected during outreach activities, and drafts evaluation reports for the Evaluation Director to review and approve. The Research Assistant functions as a staff member of the project, working closely with other project staff, and conducting community interviews and focus groups as needed for the project. The Research Assistant assists staff with data files, maintenance of hard copy forms and instruments and orientates staff to completion of forms.

Fringe Benefits: Employee fringe benefits include FICA, State Unemployment, Workers Compensation, Health, Life, Dental and Disability Insurance and Retirement Contributions. This is estimated to be 24.2% of gross salaries.

Travel: National Travel for Joint Grantee Meeting in Years 1, 3, and 5 only: Three staff will travel one time annually to a required Joint Grantee Meeting for four days to a location to be determined with the travel costs based on current prices. The Grantee Meeting is expected to coincide with the NADCP Conference, the cost of the NADCP membership fee and conference is \$660 per staff. Local travel is estimated that 1,000 miles per month will be required for the Research

Assistant to travel to appropriate sites for client follow up and for the Peer Recovery Coach to meet clients in their home and/or other locations as necessary to keep clients engaged.

Decrease in year 2 and 4 due to National Conference Travel in year 1, 3, and 5.

Contractual: WestCare Foundation, Inc., *Evaluation and Quality Improvement Division*, will be engaged to conduct an independent evaluation of the proposed expansion project. The *Evaluation and Quality Improvement Division* of WestCare Foundation, Inc. has conducted hundreds of independent evaluations of federally funded projects from agencies including SAMHSA, DOL, VA, CDC and BJA, etc. Ms. Denise Connor, an *Evaluation and Quality* Director will serve as the Evaluator.

Mental Health Assessments will be referred to proper agency for initial assessment.

Medication-Assisted Treatment (In-Kind) –Both the SJC, the PADC team and WestCare, deem Medication-Assisted Treatment (MAT) to be an important part of an individualized treatment plan for some participants. SJC currently receives funding from the State of Florida to cover costs of Vivitrol® (naltrexone) under the care and prescription of a physician and licensed treatment provider. WestCare also receives funding from Florida Alcohol and Drug Abuse Association (FADAA) to cover the costs of Vivitrol® offered to eligible treatment clientele under the care and prescription of a physician. No eligible participants will be denied access to the PADC for their use of FDA-approved medications for SUD treatment, for as long as the prescribing physician determines that the medication is clinically beneficial. The PADC team will comply with MAT as confirmed in its Statement of Assurance. Therefore, the proposed project will have the ability to offer participants MAT services as needed without the use of SAMHSA grant funds.

Recovery Housing (In-Kind) – clients in need of short term recovery housing will have access to a safe place to live that will include meals, recovery support services, life skills training, linkage to other agencies that can help with their specific needs, etc. at no charge to them.

Supplies: Office Supplies including copy paper, staplers, pens, pencils, file cabinets, cleaning and sanitation products, fire extinguishers, smoke detector, and first aid kits for home health and safety visits, etc. Training supplies including program DVDs, related books, manuals, and other related supplies.

Assessment Tools and Educational Materials include the University of Rhode Island Change Assessment Scale (URICA), Triage Assessment of Psychiatric Disorders (TAPD), Indaba DiscFlex® assessment and client workbook, curricula: The Matrix Model, Seeking Safety and Thinking for a Change.

HIV Rapid Testing supplies and Medical Supplies/Testing & Lab Fees provide for urinalysis/drug testing of clients.

Statistical Package for the Social Sciences - Research software for use in the evaluation of the project. ***One-time expenditure in Year 1 only***

Operations:

Rent of facility to conduct clinical services and group counseling. Rent includes utility expenses such as electric, water and sewer and minor maintenance such as AC filters, carpet cleaning, and minor repairs.

Communications includes office phone and office fax line for staff, cell phones for staff is required for timely communication as well as safeguard for staff as they are in the community, and internet services for communication as well as data entry.

Copier Lease & Maintenance required for the operation of the program and maintaining client files and other required documentation and reporting. Maintenance agreement covers the cost of copier toner and general maintenance of the copier.

Staff Recruitment includes advertising vacant positions, recruit skillful staff, and obtain background checks to ensure the most qualified and efficient staff is hired.

Client Incentives for participation in the evaluation and GPRA data collection efforts include vouchers at discharge and at 6-months after intake, 60 clients annually.

Client Transportation includes bus passes, uber ride, etc, so clients can attend meetings and get to their appointments.

Property & Liability Insurance represents property and general liability insurance.

Decrease in years 2 & 5 due to year 1 including staff recruitment costs.

Indirect: These expenses consist of administrative expenses that are necessary to the overall operation of the agency. The central administrative office performs many service functions and plays a major role in planning, direction and control. Central administrative offices consist of the following departments and expenses: Grants, Contracts and Public Relations, Finance, Quality Improvement, Risk Management, Business Development, Human Resources and Staff Development, Facilities Management and Procurement, Safety and Information Systems.

FEDERAL REQUEST – (enter in Section B column 1 line 6f of form SF424A)

(Combine the total of consultant and contact)

\$ 363,885

G. Construction: NOT ALLOWED – Leave Section B columns 1&2 line 6g on SF424A blank.

H. Other: expenses not covered in any of the previous budget categories

FEDERAL REQUEST

Item	Rate	Cost
	TOTAL	\$0

JUSTIFICATION: Break down costs into cost/unit (e.g. cost/square foot). Explain the use of each item requested.

***If rent is requested (direct or indirect), provide the name of the owner(s) of the space/facility. If anyone related to the project owns the building which is less than an arms length arrangement, provide cost of ownership/use allowance calculations. Additionally, the lease and floor plan (including common areas) is required for all projects allocating rent costs.**

FEDERAL REQUEST – (enter in Section B column 1 line 6h of form SF424A) **\$ 0**

Indirect Cost Rate: Indirect costs can only be claimed if your organization has a negotiated indirect cost rate agreement. It is applied only to direct costs to the agency as allowed in the agreement.

For information on applying for the indirect rate go to: samhsa.gov then click on Grants – Grants Management – HHS Division of Cost Allocation – Regional Offices.

FEDERAL REQUEST (enter in Section B column 1 line 6j of form SF424A) **\$ 0**

BUDGET SUMMARY: (identical to SF-424A)

Category	Federal Request (Year 1)	Federal Request (Year 2)	Federal Request (Year 3)	Federal Request (Year 4)	Federal Request (Year 5)	Total Project Costs
Personnel	\$ 36,115	\$ 36,115	\$ 36,115	\$ 36,115	\$ 36,115	\$ 180,575
Fringe	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Travel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Equipment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Contractual	\$ 363,885	\$ 363,885	\$ 363,885	\$ 363,885	\$ 363,885	\$ 1,819,425
Other	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Total Direct Costs*	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	
Indirect Costs	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Total Project Costs	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000

*** TOTAL DIRECT COSTS:**

FEDERAL REQUEST – (enter in Section B column 1 line 6i of form SF424A) **\$400,000**

*** TOTAL INDIRECT COSTS:**

FEDERAL REQUEST – (enter in Section B column 1 line 6j of form SF424A) **\$0**

TOTAL PROJECT COSTS: Sum of Total Direct Costs and Indirect Costs

FEDERAL REQUEST (enter in Section B column 1 line 6k of form SF424A) **\$400,000**



SAMHSA Treatment Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Issue Date: 04/18/2019

Center for Substance Abuse Treatment

Grant Number: 1H79TI081905-01
FAIN: H79TI081905
Program Director: Nicholas Bridenback

Project Title: Pinellas Adult Drug Court Expansion Project

Organization Name: COUNTY OF PINELLAS

Business Official: Ms. Deborah Berry

Business Official e-mail address: dberry@pinellascounty.org

Budget Period: 05/31/2019 – 05/30/2020

Project Period: 05/31/2019 – 05/30/2024

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$400,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF PINELLAS in support of the above referenced project. This award is pursuant to the authority of PHS Act, Title V, Section 509; 42 U.S.C 290bb-2 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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

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

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

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79TI081905-01**Award Calculation (U.S. Dollars)**

Personnel(non-research) \$36,115
Contractual \$363,885

Direct Cost \$400,000

Approved Budget \$400,000

Federal Share \$400,000

Cumulative Prior Awards for this Budget Period \$0

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$400,000

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$400,000
2	\$400,000
3	\$400,000
4	\$400,000
5	\$400,000

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

Fiscal Information:

CFDA Number: 93.243
EIN: 1596000800A5
Document Number: 19TI81905A
Fiscal Year: 2019

IC	CAN	Amount
TI	C96N363	\$400,000

IC	CAN	2019	2020	2021	2022	2023
TI	C96N363	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000

TI Administrative Data:

PCC: DCT-AD19 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI081905-01

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

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

SECTION III – TERMS AND CONDITIONS – 1H79TI081905-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

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

Treatment of Program Income:

Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – TI Special Terms and Conditions – 1H79TI081905-01

REMARKS

New Award

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the funding opportunity

Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts/TI-19-002 has been selected for funding.

- 1a)** This award reflects approval of the budget submitted January 3, 2019 as part of the application by your organization and additional documentation provided on March 5, 2019.

- 2. Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget period reflected on this Notice of Award.** If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

- 3. All responses to award terms and conditions and prior approval requests must be submitted as .pdf documents in the “View Terms Tracking Details” page in eRA Commons.**

For more information on how to upload a document in response to a tracked term, please reference under heading **“4 Additional Materials – grantee”** in the User Guide located at:

4. Register Program Director/Project Director (PD) in eRA Commons:

If you have not already done so, you must register the PD listed on the HHS Checklist in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional information about the eRA Commons registration process at https://era.nih.gov/reg_accounts/register_commons.cfm.

5. Key Staff

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

Nicholas Bridenback, Project Director @ 20% level of effort (in-kind)

Any changes to key staff—including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project—requires prior approval and must be submitted as a post-award amendment in eRA Commons.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-changes>. Any technical questions regarding the submission process should be directed to the eRA Service Desk: <http://grants.nih.gov/support/>.

SPECIAL TERMS

Disparity Impact Statement (DIS)

By July 30, 2019, submit via eRA Commons.

The DIS should be consistent with information in your application regarding access, *service use and outcomes for the program and include three components as described below. Questions about the DIS should be directed to your GPO. Examples of DIS can be found on the SAMHSA website at: <https://www.samhsa.gov/grants/grants-management/disparity-impact-statement>

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

The disparity impact statement consists of three components:

1. Proposed number of individuals to be served and/or reached by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the

population and rationale for how the determination was made.

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

3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:

- a. Diverse cultural health beliefs and practices;
- b. Preferred languages; and
- c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

All responses to award terms and conditions must be submitted as .pdf documents in the “View Terms Tracking Details” page in eRA Commons.

For more information on how to upload a document in response to a tracked term, please reference under heading “**4 Additional Materials – grantee**” in the User Guide located at: https://era.nih.gov/files/TCM_User_Guide_Granttee.pdf

STANDARD TERMS AND CONDITIONS

Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on Page 2 of your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

Annual Programmatic Progress Report

By August 31, 2020, submit via eRA Commons.

The Programmatic Report is required on an annual basis and must be submitted as a .pdf to the View Terms Tracking Details page in the eRA Commons System no later than 90 days after the end of each 12-month incremental period.

The Annual Programmatic Report must, at a minimum, include the following information:

- Data and progress for performance measures as reflected in your application regarding goals and evaluation activities.
- A summary of key program accomplishments to-date.
- Description of the changes, if any, that were made to the project that differ from the application for this incremental period.
- Description of any difficulties and/or problems encountered in achieving planned goals and objectives including barriers to accomplishing program objectives, and actions to overcome barriers or difficulties.

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

The response to this term must be submitted as .pdf documents in the View Terms Tracking Details page in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.

For more information on how to upload a document in response to a tracked term, please reference under heading **4 Additional Materials grantee** in the User Guide located at: https://era.nih.gov/files/TCM_User_Guide_Granttee.pdf

Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

Annual Federal Financial Report (SF-425)

By August 31, 2020, submit via eRA Commons.

The Federal Financial Report (FFR) (SF-425) is required on an annual basis and should reflect only cumulative actual Federal funds authorized and disbursed, any non-Federal matching funds (if identified in the Funding Opportunity Announcement (FOA)), unliquidated obligations incurred, the unobligated balance of the Federal funds for the award, as well as program income generated during the timeframe covered by the report. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

FFR reporting must be entered directly into the eRA Commons system. Instructions on how to submit a Federal Financial Report (FFR) via the eRA Commons is available at <https://www.samhsa.gov/sites/default/files/samhsa-grantee-submit-ffr-10-22-17.pptx>.

Staff Contacts:

Andrea King, Program Official

Phone: 240-276-2245 **Email:** andrea.king@samhsa.hhs.gov

Lesley Schrier, Grants Specialist

Phone: 240-276-0566 **Email:** lesley.schrier@samhsa.hhs.gov

APPENDIX D

GRANT FUNDING CONDITIONS

This solicitation is either fully or partially Grant funded. Agencies shall comply with the clauses as enumerated below. In addition, Appendix E shall be executed and returned with all submittals. Agencies may be deemed non-responsive for non-compliance and failure to submit Appendix E.

1. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards
2. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
3. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
4. **Utilization of Minority and Women Firms (M/WBE) (Appendix E):** 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. Prior to contract award, the contractor shall document efforts (see Appendix E) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. 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

Please see information requested on Appendix E

5. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
6. **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).
7. **Debarment and Suspension (See Appendix E) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must 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. **The quoter shall certify compliance as per Appendix E**

8. **Byrd Anti-Lobbying Amendment (See Appendix E) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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. **The quoter shall certify compliance as per Appendix E**
9. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
10. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding

APPENDIX E
CERTIFICATIONS REGARDING LOBBYING; DRUG FREE WORKPLACE AND
REQUIREMENTS DEBARMENT, SUSPENSION OTHER RESPONSIBILITY MATTERS and
UTILIZATION OF DISADVANTAGED FIRMS (M/WBE)

This solicitation requires execution of this form which affirms compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying, 10 CFR Part 607 "Government wide Requirements for Drug-Free Workplace (Grants) and 10 CFR Part 606 "Government Debarment and Suspension

1. LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ADDITIONAL LOBBYING REPRESENTATION

Contractors which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The company is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986:

☐ Yes ☐ No If, you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has ☐ has not ☐ Engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

2. DRUG FREE WORKPLACE CERTIFICATION

In accordance with the Drug-Free Workplace Act of 1988 (Pub.L.100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (Vendors OTHER THAN INDIVIDUALS)

A business certifies that it will or will continue to provide a drug-free workplace by:

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

ALTERNATE II (Vendors who are Individuals)

- (1) The vendor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. DBE GOOD FAITH EFFORTS

The bidder must submit documentation of its good faith efforts to assure that minority businesses, woman-owned business enterprises and labor surplus firms are used when possible.

Pinellas County may require that bidder provide additional substantiation of good faith efforts.

A. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

B. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

C. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

D. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

SIGNATURE

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

Company Name:

Printed Name and Title of Authorized Representative:

SIGNATURE

DATE

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

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

Street Address

City, County, State, Zip

☐

Check if there are workplaces on file that are not identified here.

DUNS Number (Company Data Universal Numbering System regulated by Dun & Bradstreet)

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.



FY18-19 Agreement Modification Request Human Services and Justice Coordination

For budget reallocation or minor agreement language modifications.

Authorized Official:	Date of Request:
Agency Name:	Effective Date:
Address:	Modification Number:

A. REQUESTED MODIFICATION: (Why is this change needed and what will be impacted by this change? Please reference appropriate agreement section.)

B. BUDGET MODIFICATION: (Use chart if applicable, otherwise please attach a copy of the original budget page reflecting original award amount and proposed change(s) to budget)

Program Budget Category:	Original Contract Amount:	Budget Amount Modification: Increase/Decrease	New Budget Amount:	Amount Expended as of Effective Date:	Modified Budget Balance:
Contract Total:					

AGENCY		PINELLAS COUNTY	
Authorizing Signature:		Program Manager Review:	
Name and Title:		County Attorney Approval:	
Date Executed:		Director Authorization:	
			Daisy Rodriguez, Director, Human Services
		Date Executed:	

ATTACHMENT 3

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.