

## AGREEMENT FOR MEDICATION ASSISTED TREATMENT SERVICES

**THIS AGREEMENT** (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and Cove Behavioral Health, Inc. (the “Vendor”), a Florida corporation, 4422 E. Columbus Drive, Tampa, FL 33605, and whose Federal Employer Identification Number is 59-1514993.

**WHEREAS**, the Vendor has considerable expertise in providing medication assisted treatment (MAT) services; and

**WHEREAS**, the County’s Health and Human Services Division desires to employ the Vendor to implement a program that provides medication assisted treatment and use of medications in combination with counseling and behavioral therapies to help facilitate the successful reintegration of offenders returning to communities after a Polk County jail sentence; and

**WHEREAS**, the County has received a federal award through the Bureau of Justice Assistance (BJA) Second Chance Act (the “Federal Award”) to assist with the cost of such services; and

**WHEREAS**, the County has solicited for these vendor services via an advertised request for proposal (“RFP 22-261”); and

**WHEREAS**, after review and consideration of the responsive proposal received, the County intends to engage the Vendor to provide it the vendor services; and

**WHEREAS**, the Vendor is able and agreeable to providing the County the vendor services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the County and the Vendor hereby agree, as follows:

### 1.0 **Effective Date; Term**

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The initial term (“the “Initial Term”) of this Agreement shall be from the Effective Date through September 30, 2024, unless otherwise sooner terminated as provided herein; provided, however, that in the event the Performance Period End Date, as specified in the Federal Award documents, attached hereto as Exhibit “D” and incorporated herein, is extended

beyond September 30, 2024, then the Agreement shall automatically extend to the same, revised Performance Period End Date, without any further action taken by the parties hereto.

**2.0 Vendor Services**

2.1 The County does hereby retain the Vendor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #22-261, to include all attachments and addenda, and (ii) the Vendor's responsive proposal, thereto (collectively, (i), and (ii) are "RFP 22-261"), all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

**3.0 Compensation**

**3.1 General**

3.1.1 In consideration for its providing the Services, the County shall pay the Vendor the total fixed fee annual amounts as stated in Exhibit "B" – Budget Narrative, which is attached hereto and made a part of this Agreement.

3.1.2 The cost of services paid under any other contract or from any other source are not eligible for reimbursement under this Agreement. Appropriations awarded to fund this Agreement are as outlined in Exhibit "C" - Source of Funds, which is attached hereto and made a part of this Agreement.

3.1.3 All the Vendor's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 The Vendor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Health and Human Services Division  
1290 Golfview Avenue  
Bartow, FL 33830  
Attention: Fiscal Manager

3.1.5 The Vendor will clearly state "Final Invoice" on the Vendor's final/last billing for the Services rendered to the County. The Vendor's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Vendor hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Vendor's performance of the Service or the County's acceptance of any work.

3.1.7 By its submission of an invoice, the Vendor's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.1.8 No Consumer Price Index (CPI) increases, or other annual adjustments will be permitted for this Agreement.

#### **4.0 Vendor's Responsibilities**

4.1 The Vendor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Vendor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Vendor's performance or nonperformance of this Agreement. The Vendor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Vendor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

#### **5.0 Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Vendor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Vendor for such instruments or documents.

#### **6.0 Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Vendor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Vendor. Upon receipt of such notice, the Vendor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Vendor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Vendor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

6.4 The Vendor may terminate this Agreement, in whole or in part, with 60 days written notice to the County.

#### **7.0 No Contingent Fees**

The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **8.0 Assignment**

The Vendor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

#### **9.0 Professional Associates and Subcontractors**

If the Vendor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Vendor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Vendor utilizes any professional associates or subcontractors in the delivery of the Services, then the Vendor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Vendor shall not relieve the Vendor of its obligations to the County under this Agreement.

The Vendor must have a mechanism in place to monitor the subcontractor so that reasonable assurance is provided the funding is being utilized in compliance with the laws, regulations and the provisions of the award, and that the required performance goals are being achieved.

#### **10.0 Indemnification of County**

Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

#### **11.0 Insurance Requirements**

The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General, Medical Professional and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance.

Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Vendors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Medical Professional Liability \$1,000,000.00 combined single limit of liability for bodily injuries, death, and personal injury and errors and omissions resulting from any one occurrence.

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

#### 12.0 **Public Entity Crimes**

The Vendor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Vendor.

#### 13.0 **Non-Discrimination**

The Vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

**14.0 Designation of Party Representatives**

14.1 Upon receipt of a request from the Vendor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Vendor shall designate or appoint one or more Vendor representatives who are authorized to act on behalf of and to bind the Vendor regarding all matters involving the conduct of its performance pursuant to this Agreement.

**15.0 All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**16.0 Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

**17.0 Independent Vendor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Vendor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Vendor is to be and shall remain forever an independent vendor with respect to all Services performed under this Agreement. The Vendor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Vendor shall have no right to speak for or bind the County in any manner.

**18.0 Public Records Law**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to

members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

#### **19.0 Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Vendor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the

County to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor.

**20.0 Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

**21.0 Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to with:

**For County:** Health and Human Services Division  
2135 Marshall Edwards Drive  
Bartow, FL 33830  
Attention: Marybeth Moore

**For Vendor:** Cove Behavioral Health, Inc.  
4422 E. Columbus Drive  
Tampa, FL 33605  
Attention: Deanna Obregon

**22.0 Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

### 23.0 Annual Appropriations

Vendor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Vendor under this Agreement is contingent upon annual appropriations being made for that purpose.

### 24.0 Employment Eligibility Verification (E-VERIFY)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a vendor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors, and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Vendor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract.

C. By entering into this Agreement, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor

knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

## **25.0 Vendor Representations**

25.1 The Vendor hereby represents and warrants the following to the County:

25.1.1 Vendor is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Vendor's performance under this Agreement will not violate or breach any contract or agreement to which the Vendor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Vendor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Vendor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Vendor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Vendor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Vendor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Vendor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Vendor is authorized to do so.

25.1.10 Vendor will use the county-wide, COUNTY provided electronic shared data information system, to determine and record client eligibility, track program data and

services, and utilize for purpose of sending eligibility referral electronically to Helping HANDS. From the data entered into the shared information system by the tenth (10th) day of the month each month following the month that is subject of the report, the following reporting will be generated by the shared data information system for review and signature to signify agreement with the data reported.

25.1.11 Vendor acknowledges that it has thoroughly reviewed the entirety of the Federal Award documents set forth on Exhibit “D” and hereby agrees to be bound by and subject to all of the terms, conditions and requirements as stated therein.

## **26.0 Changes**

All changes, if any, must be performed in accordance with the RFP Documents, including, without limitation, *Applicable Laws and Courts* and *Contract* of the General Conditions, the Federal Award documents and all Federal and Department of Justice supplemental requirements. The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of the County’s Federal Award, and reasonable for the completion of the project scope. A cost analysis must be performed. The profit must be negotiated as a separate cost from the Vendor’s cost. The Vendor must provide a complete breakdown of all costs associated with the purchase.

If the Vendor was aware, or reasonably should have been aware of any needed change or additional work prior to the execution of this Agreement, the Vendor will perform the work at no additional cost to the County.

## **27.0 Default and Remedy**

If the Vendor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Vendor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Vendor, then the Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Vendor the full amount due and owing for all Services performed through the date of Agreement termination.

## **28.0 Limitation of Liability**

**IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

## **29.0 Waiver**

A waiver by either County or Vendor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

## **30.0 Attorneys' Fees and Costs**

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

## **31.0 Force Majeure**

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its

obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

### 32.0 **Key Personnel**

The Vendor shall notify the County if any of the Vendor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Vendor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Vendor shall remove without consequence to the County any of the Vendor's vendors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Vendor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Deanna Obregon, MHA, CPHQ – Chief Executive Officer

Name: Desiree Meaton-Francisco, LMHC – Project Manager

Name: Venkat Muvva, MD – Cove Medical Director

Name: Vanessa Speight, MSN, RN – Cove Director of Nursing

Name: Erica Briskey, MSW – Cove Director of Medication-Assisted Treatment (MAT)

Name: Janet Ramos, RN, MBA – Cove Administrator of Clinical Services

Name: Ashley Dawson, ARPN – Cove's Jail Based Treatment Provider

### 33.0 **Scrutinized Companies and Business Operations Certification; Termination.**

#### A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created

pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

#### **34.0 No Construction Against Drafter**

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**35.0 Unauthorized Alien(s)**

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**36.0 Federal Provisions**

The Supplemental Conditions – Federal Clauses set forth in the RFP 22-261, attached as Appendix I, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;  
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE  
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**ATTEST:**

STACY M. BUTTERFIELD  
CLERK OF THE BOARD

Polk County, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dr. Martha Santiago, Chairperson  
Board of County Commissioners

Date Signed By County \_\_\_\_\_

Reviewed as to form and legal sufficiency:

Jandra B. Houff 8/19/22  
County Attorney's Office Date

**ATTEST:**

Cove Behavioral Health, Inc.  
a Florida corporation

By: [Signature]  
Antoinette Hagley  
PRINT NAME  
CEO  
TITLE

By: [Signature]  
TERANA OREGON  
PRINT NAME  
CEO  
TITLE

Date: 9/9/22

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

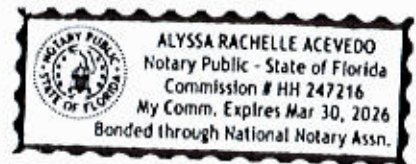
STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
The foregoing instruments was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of officer or agent) as \_\_\_\_\_ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date).  
\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)  
Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Harrisborough  
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 8 September 2022 (Date) by Deanna Obregon (Name of officer or agent) as CEO (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 8 September 2022 (Date).  
Alyssa R. Acevedo  
(Official Notary Signature and Notary Seal)  
Alyssa R. Acevedo (Name of Notary typed, printed or stamped)  
Commission Number 247216 Commission Expiration Date 3/30/2026

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date).  
\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)  
Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_



## APPENDIX I

**In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting contract with the Prime Proposer, and any resulting contracts between the Prime Vendor and sub-vendors and material suppliers. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.**

### **Equal Employment Opportunity.** *(Applicable to construction contracts only)*

During the performance of this Contract, the Vendor agrees as follows:

(1) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the vendor's legal duty to furnish information.

(4) The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

## APPENDIX I

(7) In the event of the vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**Compliance with the Contract Hours and Safety Standards Act. (Applicable to all awarded contracts related to “mechanics and labors” with a value greater than \$100,000)**

(1) *Overtime requirements.* No vendor or sub-vendor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the vendor and any sub-vendor responsible therefor shall be liable for the unpaid wages. In addition, such vendor and sub-vendor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Polk County, a political subdivision of the State of Florida, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the vendor or sub-vendor under any such contract or any other Federal contract with the same prime vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime vendor, such sums as may be determined to be necessary to satisfy any liabilities of such vendor or sub-vendor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The vendor or sub-vendor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the sub-vendors to include these clauses in any lower tier subcontracts. The prime vendor shall be responsible for compliance by any sub-vendor or lower tier sub-vendor with the clauses set forth in paragraphs (1) through (4) of this section.

(c) In addition to the clauses contained in paragraph, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, Polk County, a political subdivision of the State of Florida, shall cause or require the contracting officer to insert a clause requiring that the vendor or subcontractor shall maintain payrolls and

## APPENDIX I

basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, Polk County, a political subdivision of the State of Florida, shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the vendor or sub-contractor for inspection, copying, or transcription by authorized representatives of Polk County, a political subdivision of the State of Florida, and the Department of Labor, and the vendor or sub-contractor will permit such representatives to interview employees during working hours on the job.

### **Davis Bacon Act and Copeland Anti-Kickback Act.** *(Applicable to all prime construction contracts in excess of \$2,000)*

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.
- c. In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendors must be required to pay wages not less than once a week.
- d. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Vendors and Sub-vendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to CBDG Program Supervisor.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and sub recipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."

## APPENDIX I

### **“Compliance with the Copeland “Anti-Kickback” Act. (*Applicable if subject to Davis-Bacon Act*)**

(1) Vendor. The Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The vendor or sub-vendor shall insert in any subcontracts the clause above and such other clauses as the Department of Justice Program Supervisor may by appropriate instructions require, and also a clause requiring the sub-vendors to include these clauses in any lower tier subcontracts. The prime vendor shall be responsible for the compliance by any sub-vendor or lower tier sub-vendor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a vendor and sub-vendor as provided in 29 C.F.R. § 5.12.”

### **Clean Air Act and the Federal Water Pollution Control Act. (For contracts and subgrants of amounts in excess of \$150,000)**

#### **Clean Air Act (*Applicable to all contracts of amounts in excess of “\$150,000*)**

(1) The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The vendor agrees to report each violation to the Polk County, a political subdivision of the State of Florida (the “County”) and understands and agrees that Polk County will, in turn, report each violation as required to assure notification to the Department of Justice, and the appropriate Environmental Protection Agency Regional Office.

(3) The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Department of Justice.

#### **Federal Water Pollution Control Act**

(1) The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The vendor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Justice, and the appropriate Environmental Protection Agency Regional Office.

(3) The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Department of Justice.

#### **Debarment and Suspension (Exhibit “A”)**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the “County”). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Department of Justice, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## APPENDIX I

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (Exhibit “B”)(Applicable to all contracts in excess of \$100,000)**

Vendors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

### **Procurement of Recovered Materials.**

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **Domestic Preferences (2 CFR § 200.322)**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

## APPENDIX I

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Vendor shall also take such affirmative steps in the selection of its sub-vendors, laborers and materialmen. Affirmative steps include:

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

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

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

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Access to Records.** The following access to records requirements applies to this bid and the awarding contract:

(1) The Vendor agrees to provide the County, the Department of Justice, the Department of Department of Justice Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the Department of Justice Administrator or his authorized representatives' access to installation or other work sites pertaining to the work being completed under the contract.

### **DOJ Seal, Logo, and Flags**

The Vendor shall not use the DOJ seal(s), logos, crests, or reproductions of flags or likenesses of DOJ agency officials without specific Department of Justice Administrator pre- approval.

## APPENDIX I

### **Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that Department of Justice financial assistance will be used to fund the contract only. The vendor will comply with all applicable federal law, regulations, executive orders, Department of Justice policies, procedures, and directives.

### **No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, vendor, or any other party pertaining to any matter resulting from the contract.

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to this contract.

# Exhibit "Ai"

## RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing *Medication Assisted Treatment (MAT) Second Chance Program* as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

**RFP Number and Title:** 22-261, Medication Assisted Treatment (MAT) Second Chance Program

**Description:** Implementation of a program that provides medication assisted treatment and use of medications in combination with counseling and behavioral therapies to help facilitate the successful reintegration of offenders returning to communities after a Polk County jail sentence. Partnerships and collaborations among two or more organizations are strongly encouraged.

**Receiving Period:** Prior to 2:00 p.m., Wednesday, April 6, 2022

**Bid Opening:** Wednesday, April 6, 2022, at 2:00 p.m. or as soon as possible thereafter.

**Special Instructions:** A **MANDATORY** pre-proposal meeting will be held Wednesday, March 23, 2022, 10:00 a.m. at the Polk County Administration building, located at 330 W. Church St, 1st Floor, Procurement conference room - Room 150, Bartow, FL 33830. An authorized representative or agent of the Proposer must be present at this meeting in person or via conference call, as evidenced by their signature on the meeting's sign-in sheet, or the Proposer's submittal will be considered non-responsive. Those attending via conference call will be added to the sign in sheet by the Procurement office during the conference call. The zoom video conference number is 1(646) 558-8656, Meeting ID: 893 4547 9511, Passcode: 030695.

To obtain a copy of the Department of Justice guidelines, requirements & additional Grant project information please go to the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "RFP 22-261 – Attachments", select "Open" or "Save As" to download the quote documents. If you need assistance accessing this website due to ADA or any other reason, please email Danielle Rose at [daniellerose@polk-county.net](mailto:daniellerose@polk-county.net).

**Questions** regarding this RFP must be in writing and must be sent to Danielle Rose Procurement Analyst, via email at [daniellerose@polk-county.net](mailto:daniellerose@polk-county.net) or via fax at (863) 534-6789. All questions must be received by, Monday, March 28, 2022, 4:00 p.m.

## RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax or email the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 22-161

RFP Title: Medication Assisted Treatment (MAT) Second Chance Program

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to [procurement@polk-county.net](mailto:procurement@polk-county.net) or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## Submittal Label

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the proposal where requested.

<b>Sealed Bid. DO NOT OPEN</b>	
<b>Sealed RFP Number</b>	Number 22-261
<b>RFP Title</b>	Medication Assisted Treatment (MAT) Second Chance Program
<b>Due Date/Time:</b>	April 6, 2022, prior to 2:00 pm
<b>Submitted by:</b>	
<b>Deliver To:</b>	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

**POLK COUNTY**  
**Procurement Division**  
**Fran McAskill**  
**Procurement Director**  
**REQUEST FOR PROPOSAL 22-161**

**Medication Assisted Treatment (MAT) Second Chance Program**

Sealed proposals will be received in the Procurement Division, Wednesday, April 6, 2022, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Danielle Rose, Procurement Analyst, via email at [daniellerose@polk-county.net](mailto:daniellerose@polk-county.net) or via fax at (863) 534-6789.

**All questions must be received by Monday, March 28, 2022, 4:00 p.m.**

**Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.**

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division**

**330 West Church Street, Room 150  
Bartow, Florida 33830  
(863)534-6757**

## **Introduction/Background**

Helping HANDS “Healthcare: Access, Navigation, Delivery and Support” is an innovative model unique to Polk County. The Helping HANDS program seeks to improve behavioral health outcomes for those with a mental illness and/or substance abuse disorder who are at risk of entering the criminal justice system or becoming institutionalized. Through early intervention, prevention, and transitional support to the community the goals are to reduce recidivism and enhance their quality of life. The program serves Polk County residents 18 years or older with mental health and/or substance use disorder. They must also have a history of arrest and/or a documented Baker Act/Marchman Act in their lifetime. Potential candidates for the program are identified through a data exchange with the jail and community partners can also make referrals. Enrollment in the program is voluntary. Important program roles include the Peer Recovery Specialists, Case Managers, Community Paramedics, and Housing Specialist.

A missing component to the Helping Hands service model has been the inclusion of Medication Assisted Treatment (MAT) services for participants while in jail. Polk County, a political subdivision of the State of Florida, has received the Second Chance Act grant, a federal award from the Department of Justice (DOJ) to solicit proposals from qualified vendors. These vendors are required to provide MAT services to Polk County residents aged 18 or older who have a substance use disorder or co-occurring mental health and substance abuse disorders who are incarcerated in the Polk County Jail. The Second Chance Act Grant offers the opportunity to expand the Helping HANDS program with the intent to maintain long-term sobriety among clients.

These services are wholly funded by the Department of Justice. All requirements of the federal award are applicable to the Successful Proposer, sub-consultant, and any associated vendors. All services must be performed in accordance with applicable Federal, State and Local regulations.

There will be periodic reports required pursuant to the terms of the federal grant and will include but not be limited to reporting annual financial audits, program statistics, staffing changes, and service model changes. For more information, please refer to the attached award for Polk County BJA FY 21 Second Chance Act: Adult Reentry Education, Employment, Treatment and Recovery Program, along with the post-award requirements from the Department of Justice (<https://www.ojp.gov/funding/financialquidedoj/iii-postaward-requirements#x7zl6>)

The Polk County has been awarded a 3-year grant amounting to \$900,000.00. The award includes funding for administrative costs, mandatory staff travel, and a portion of the salary for the County project manager. The remaining award must be spent on Medication Assisted Treatment (MAT), and use of medications in combination with counseling and behavioral therapies. (See Exhibit “II”)

It is the intent of the County to enter into one agreement with either one firm or a partnership of two or more firms.

## **Scope of Services**

### **Second Chance Act Grant**

The Second Chance Act grant expands the Helping HANDS program. Those enrolled in the program will have a different set of phases as they flow through the program. At the point of phase 2, they may intercept and engage in the traditional Helping HANDS program.

#### **The following three phases outline the client flow for the Second Chance Act Grant**

**Phase 1 (In Jail):** Client contact is in jail (Central County and/or South County). Clients are screened based on a standard assessment and their motivation for change, which is evaluated throughout this phase during one-on-one and/or group counseling sessions.

**Phase 2 (Community):** Transition plans are formed so participants can begin more intensive services in the community, without interruption. Length of Phase 2 is generally one year, possibly less, based on client progress. Participants must be actively involved with a Behavioral Health Provider, Case Managers, Peers and Community Paramedics for establishing stability upon release from jail.

**Phase 3 (Aftercare):** Client is closed to case management. One contact per quarter is made by Peer or Community Paramedic during Phase 3. Length of Phase 3 is one year following release from Helping HANDS. Community Paramedics will screen clients during the 1<sup>st</sup> and 3<sup>rd</sup> quarters after discharge. The Peers will screen clients during the 2<sup>nd</sup> and 4<sup>th</sup> quarters after discharge.

**Medication Assisted Treatment (MAT):** Provided to inmates within the Polk County jail who are identified with a need for MAT services by the provider, using an evidence-based tool.

It will be necessary for the selected organization to communicate and coordinate with the Helping HANDS program team to provide successful MAT services.

Responsibilities for Second Chance Act include:

1. Coordination with the Helping HANDS staffing team and program manager to assure a warm hand-off to other service providers in the community
2. Attend Helping HANDS staffing meetings when requested
3. Weekly communication with Second Chance Act Program Manager
4. Visit client in jail
5. Provide MAT services and use of medications in combination with counseling and behavioral therapies to inmates in the Polk County jail.
6. Identify and/or monitor client behavioral health needs
7. Plan behavioral health services for and with the client
8. Coordinate with various service providers to link the client to other components in the overall service system for successful transition from jail into the community to ensure the client has the stability necessary for maintaining their individual treatment plan
9. Monitor and report client activities and services offered while incarcerated and 12 months post release
10. Evaluate the effect of the service received by the client
11. Develop & implement discharge plan to complete participant transition into community living

12. Report data for tracking purposes monthly
13. Use the county-wide, COUNTY provided electronic shared data information system, to determine and record client eligibility, track program data and services, and to utilize for purpose of sending eligibility referrals electronically to the Polk HealthCare Plan for potential membership.
14. Send two representatives to the annual conference in Washington, D.C. each year of the grant.

Regarding Program Eligibility: Helping Hands exclusionary criteria for eligible participants states potential individuals could be excluded for violent charges including but not limited to murder, attempted murder, arson, sexual charges, and abuse of vulnerable individuals/animals or be an active gang member. May entertain if the violent charge was three or more years ago.

### **PERFORMANCE OBJECTIVES**

- Enroll 75 individuals after successful screenings each program year, totaling 225 participants over three years
- Complete an intake screening within seven working days for at least 85% of eligible individuals who agree to participate
- Establish a written treatment plan within 30 days of enrollment into the program for at least 85% of participants
- 85% of participants will actively participate in the Treatment Plan
- 25% of program participants not employed at program admission and have a desire to work will be employed full or part time within 6 months of release from jail
- 50% of program participants will continue MAT services after release from jail

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff.

### **AGREEMENT**

The term of this agreement will be for 3 years unless otherwise terminated in accordance with the service agreement.

### **SUBMITTAL**

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically

requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

**Tab 1, Introduction:**

Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)

**Tab 2, Experience and Expertise (35 Points)**

- Provide your organization’s structure
- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe the organization’s experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of three (3) and a maximum of five (5) projects that demonstrates your organization’s experience with Medication Assisted Treatment for similar scope of work services in the past five (5) years. For each project identified please include (2 pages for each project, single or doubled sided):
  - Client name
  - Contact person
  - Contact’s phone number and email address
  - Cost of the services
  - Start and end date of project
  - Brief description of the services provided.
- Identify sub-contractors, if any. For each sub-contractor identified please provide the following:
  - A brief description of their experience outlining their qualifications to perform the intended services
  - A brief resume for each key personnel that will be assigned to perform the intended services

**Tab 3, Approach and Methodology (40 points)**

- Provide a short narrative project approach outlining how you propose to respond to and manage this project. Include a detailed description of:

- MAT services offered, including preferred medications
- Methods of medication administration and dosage guidelines
- Medication storage protocols
- Plans for a smooth transition for participants released from jail
- Processes for tracking progress
- Screening process and tools used
- Please describe the specific abilities of the organization to be assigned to this project regarding this approach. Include details of any training to be provided for jail staff and describe any innovative approaches to the provision of services. Include any additional information not directly cited in the scope of services.
- Briefly describe organization's quality assurance/quality control program.
- Please include a project schedule.

**Tab 4, Cost (15 Points)**

- Please utilize Attachment "A" to provide per item listed as a not to exceed cost per item. Items listed on Attachment "A" are included but not inclusive of all cost associated with MAT services relevant to this project.
- Proposer must also provide a complete line-item breakdown of all associated costs and include a detailed breakdown of your billing process.

If during Elevation Level 4, Contract negotiations, it is determined that additional services are needed, the cost amount submitted may also be negotiated.

**Tab 5, Surveys of Past Performance (10 Points)**

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
  - Average Score between 9-10 (10 Points)
  - Average Score between 7-8 (8 Points)
  - Average Score between 5-6 (6 Points)
  - Average Score between 3-4 (4 Points)
  - Average Score between 1-2 (2 Points)
  - Average Score of 0 (0 Points)

**SUBMITTAL OF PROPOSALS**

Interested parties are invited to submit one (1) original marked ORIGINAL and five (5) copies marked COPY of their proposal in a sealed envelope to the Procurement

Division. The envelope should be labeled “RFP #22-261, Medication Assisted Treatment (MAT) Second Chance Program” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division**  
**330 West Church Street, Room 150**  
**Bartow, FL 33830**

The response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, April 6, 2022.**

The delivery of the response on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

### **BID OPENING**

Proposers may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all proposers will be posted to Procurement’s website as soon as possible after bid opening.

### **EVALUATION CRITERIA AND SELECTION PROCESS**

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

#### **Elevation Level 1 (Procurement Requirements Assessment)**

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

### **Elevation Level 2 (Selection Committee Evaluation)**

Procurement shall score each Proposal on the following evaluation criteria:

- Cost (Tab 4)-15 points
- Surveys of Past Performance (Tab 5)-10 points

Subtotal Points-25 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)-35 points
- Approach and Methodology (Tab 3)-40 points

Subtotal Points-75 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

**EXCELLENT (1.0):** Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

**VERY GOOD (0.8):** To a high degree; better than or above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting

documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

**GOOD (0.6):** Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.)

demonstrate the Proposer's ability to perform and deliver at the expected level.

**FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.)

demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

**POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

**UNACCEPTABLE (0.0):**

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied

by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

### **Elevation Level 3 (Proposer Interviews)**

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers

shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

#### **Elevation Level 4 (Contract Negotiations)**

If a Proposer is elevated to this level, Procurement, with the assistance of the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County

determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

## **GENERAL CONDITIONS**

### **BID OPENING**

Proposers may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

### **COMMUNICATIONS**

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

### **INSURANCE REQUIREMENTS**

The selected Vendor, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees

(non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

### **INDEMNIFICATION**

Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

## **PUBLIC ENTITY CRIMES STATEMENT**

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

## **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Vendors that do business with the County to have a vigorous affirmative action program.

## **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH**

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

## **AFFIRMATION**

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Vendor or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

## **DEVELOPMENT COSTS**

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

## **ADDENDA**

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/procurement-bids>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

## **CODE OF ETHICS**

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

## **APPLICABLE LAWS AND COURTS**

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

## **CONTRACT**

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Vendors which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

## **PROPOSAL ACCEPTANCE PERIOD**

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

## **ADDITION/DELETION**

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

**INVOICING AND PAYMENT:** The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

## **PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

## **REVIEW OF PROPOSAL FILES**

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

**RFP PROTEST:** Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>.

**FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.**

## **UNAUTHORIZED ALIEN(S)**

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

## **EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)**

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Vendor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a vendor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, vendors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Vendor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Vendor to perform employment duties during the term of this contract; and

(ii) All persons (including subcontractors/subconsultants/sub-vendors) assigned by the Vendor to perform work pursuant to this contract.

C. The Vendor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The *Vendor* shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any

additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

## **LIMITATIONS**

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

**ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

## **PUBLIC RECORD LAWS**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: RMLO@POLK-COUNTY.NET**

**Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

**In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting contract with the Prime Proposer, and any resulting contracts between the Prime Vendor and sub-vendors and material suppliers. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.**

**Equal Employment Opportunity.** *(Applicable to construction contracts only)*

During the performance of this Contract, the Vendor agrees as follows:

(1) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the vendor's legal duty to furnish information.

(4) The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**Compliance with the Contract Hours and Safety Standards Act. (Applicable to all awarded contracts related to “mechanics and labors” with a value greater than \$100,000)**

(1) *Overtime requirements.* No vendor or sub-vendor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the vendor and any sub-vendor responsible therefor shall be liable for the unpaid wages. In addition, such vendor and sub-vendor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Polk County, a political subdivision of the State of Florida, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the vendor or sub-vendor under any such contract or any other Federal contract with the same prime vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime vendor, such sums as may be determined to be necessary to satisfy any liabilities of such vendor or sub-vendor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The vendor or sub-vendor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the sub-vendors to include these clauses in any lower tier subcontracts. The prime vendor shall be responsible for compliance by any sub-vendor or lower tier sub-vendor with the clauses set forth in paragraphs (1) through (4) of this section.

(c) In addition to the clauses contained in paragraph, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, Polk County, a political subdivision of the State of Florida, shall cause or require the contracting officer to insert a clause requiring that the vendor or subcontractor shall maintain payrolls and

basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, Polk County, a political subdivision of the State of Florida, shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the vendor or sub-contractor for inspection, copying, or transcription by authorized representatives of Polk County, a political subdivision of the State of Florida, and the Department of Labor, and the vendor or sub-contractor will permit such representatives to interview employees during working hours on the job.

**Davis Bacon Act and Copeland Anti-Kickback Act.** *(Applicable to all prime construction contracts in excess of \$2,000)*

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.
- c. In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendors must be required to pay wages not less than once a week.
- d. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Vendors and Sub-vendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to CBDG Program Supervisor.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and sub recipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."

**“Compliance with the Copeland “Anti-Kickback” Act. (Applicable if subject to Davis-Bacon Act)**

(1) Vendor. The Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The vendor or sub-vendor shall insert in any subcontracts the clause above and such other clauses as the Department of Justice Program Supervisor may by appropriate instructions require, and also a clause requiring the sub-vendors to include these clauses in any lower tier subcontracts. The prime vendor shall be responsible for the compliance by any sub-vendor or lower tier sub-vendor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a vendor and sub-vendor as provided in 29 C.F.R. § 5.12.”

**Clean Air Act and the Federal Water Pollution Control Act. (For contracts and subgrants of amounts in excess of \$150,000)**

**Clean Air Act (Applicable to all contracts of amounts in excess of “\$150,000)**

(1) The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The vendor agrees to report each violation to the Polk County, a political subdivision of the State of Florida (the “County”) and understands and agrees that Polk County will, in turn, report each violation as required to assure notification to the Department of Justice, and the appropriate Environmental Protection Agency Regional Office.

(3) The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Department of Justice.

**Federal Water Pollution Control Act**

(1) The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The vendor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Justice, and the appropriate Environmental Protection Agency Regional Office.

(3) The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Department of Justice.

**Debarment and Suspension (Exhibit “A”)**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the “County”). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Department of Justice, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (Exhibit “B”)(Applicable to all contracts in excess of \$100,000)**

Vendors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

**Procurement of Recovered Materials.**

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**Domestic Preferences (2 CFR § 200.322)**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Vendor shall also take such affirmative steps in the selection of its sub-vendors, laborers and materialmen. Affirmative steps include:

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

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

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

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Access to Records.** The following access to records requirements applies to this bid and the awarding contract:

(1) The Vendor agrees to provide the County, the Department of Justice, the Department of Department of Justice Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the Department of Justice Administrator or his authorized representatives' access to installation or other work sites pertaining to the work being completed under the contract.

**DOJ Seal, Logo, and Flags**

The Vendor shall not use the DOJ seal(s), logos, crests, or reproductions of flags or likenesses of DOJ agency officials without specific Department of Justice Administrator pre- approval.

**Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that Department of Justice financial assistance will be used to fund the contract only. The vendor will comply will all applicable federal law, regulations, executive orders, Department of Justice policies, procedures, and directives.

**No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, vendor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts.**

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to this contract.

## Proposers Incorporation Information (Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: \_\_\_\_\_

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: \_\_\_\_\_

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

**EXHIBIT 1**  
**DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND**  
**PERFORMANCE SURVEYS**

The objective of this process is to identify the past performance of the Vendor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Vendor. The Vendor is to include all surveys in their proposal package.

**Sending the Survey**

The surveys shall be sent to all clients for whom the Vendor has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Vendor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Second Chance Program Services for Hillsborough County), Etc.
COST OF SERVICES	Cost of services (\$220,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2017)

2. The Vendor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

### **Preparing the Surveys**

1. The Vendor is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Vendor should enter the past clients' contact information, and project information on each survey form for each reference. The Vendor should also enter their name as the Vendor being surveyed.
3. The Vendor is responsible for ensuring all references/surveys are included in their submittal under Tab 5
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

## Survey Questionnaire – Polk County

### RFP 22-261, Medication Assisted Treatment (MAT) Second Chance Program

To: \_\_\_\_\_ (Name of Person completing survey)

\_\_\_\_\_ (Name of Client Company/Vendor)

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Total Annual Budget of Entity \_\_\_\_\_

Subject: Past Performance Survey of Similar work:

Project name: \_\_\_\_\_

Name of Vendor being surveyed: \_\_\_\_\_

Cost of Services: Original Cost: \_\_\_\_\_ Ending Cost: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Vendor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Vendor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to record data	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Ability to demonstrate responsiveness to client needs	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Ability to meet reporting requirements and performance measures	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Please fax or email the completed survey to: \_\_\_\_\_

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 22-261, Medication Assisted Treatment (MAT) Second Chance Program

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY VENDOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY VENDOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (*name*) as \_\_\_\_\_ (*title of officer*) of \_\_\_\_\_ (*entity name*), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

### Attachment "A" – Cost Sheet

Please complete your project budget, not to exceed \$810,000, including the expenses listed below. Amounts do not need to be equally distributed across three years.

<b>Second Chance Act</b>				
Item	Description of Services	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
1	Equipment	\$	\$	\$
2	Staff Travel	\$	\$	\$
3	Required Training for 3 employees to DC	\$3,639.00	\$3,639.00	\$3,639.00
4	Supplies	\$	\$	\$
5	Building Occupancy	\$		\$
6	FDA-approved opioid agonist and antagonist treatment medications	\$	\$	\$
7	Dispensing and administering medications (if applicable)	\$	\$	\$
8	Substance use disorder counseling	\$	\$	\$
9	Individual and group therapy	\$	\$	\$
10	Toxicology testing	\$	\$	\$
11	Intake activities	\$	\$	\$
12	Periodic assessments	\$	\$	\$
13	Professional Staff	\$	\$	\$
14	Administrative Costs	\$	\$	\$
Total for items 1-14 combined per year:		\$	\$	\$
<b>Grand Total of Cost of Services for 1<sup>st</sup>, 2<sup>nd</sup> &amp; 3<sup>rd</sup> year Combined</b>				<b>\$</b>

**EXHIBIT "A"**

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

**For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:**

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Department of the Treasury, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT "B"

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

\_\_\_\_\_(Vendor)

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 an 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Vendor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor

understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

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Signature of Vendor's Authorized Official

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Name and Title of Vendor's Authorized Official

---

Date

# EXHIBIT "Aii"

## Tab 1: Introduction

Cove Behavioral Health was founded in 1973 as the Drug Abuse Comprehensive Coordinating Office (DACCO). Over the past 49 years, the organization became DACCO Behavioral Health and has evolved into an expansive community-based behavioral health provider that serves over 30,000 individuals annually in Hillsborough, Polk, and surrounding counties through prevention, intervention, and treatment of substance use disorders, mental illness, and co-occurring substance misuse/mental health issues. We have served Polk County since 2016 providing Opioid Use Disorder treatment at our Medication Assisted Treatment Clinic, and partnered with the Problem Solving Courts to provide Residential Treatment at our Hillsborough County facilities. In 2021, our Board of Trustees voted to change our name to Cove Behavioral Health, Inc. (Cove) to better reflect our holistic array of behavioral health services and practices.

Our mission supports our community's overall wellness by providing accessible behavioral health care, and to that end we have developed a history of collaboration with like-minded organizations to increase our reach to vulnerable populations. This commitment has led to us developing expertise in jail based medication assisted treatment delivery. We have successfully partnered with Naphcare Inc. in Hillsborough County since 2018, to safely provide medication assisted treatment to inmates and to support their transition back to community based living with resources that support them from returning to opioid misuse/abuse. We intend to replicate this success by partnering with YesCare Corp. (YesCare), formerly known as Corizon Health to provide Vivitrol treatment services to the Polk County Jail and community.

YesCare has extensive experience throughout the southeastern United States -- including almost four decades of experience providing correctional healthcare throughout the State of Florida -- **including Polk County**. YesCare has had a productive partnership with the Polk County Sheriff's Office since January 2001 to furnish medical, behavioral health, dental, pharmacy, reentry services, juvenile care, and ancillary/support services to individuals in the care and custody of the County. In addition to Polk County, YesCare currently serves four (4) county sheriffs' offices in Florida where we are responsible for providing integrated healthcare services to incarcerated individuals in Brevard, Charlotte, Leon, and Okaloosa Counties. Healthcare services include medical and behavioral health care, pharmacy management, and dental care.

Cove provides services from a variety of locations to serve the Tampa Bay and surrounding community. Our main campus is located in Hillsborough County and we have a satellite office in Polk County. The main campus location houses our administrative offices, women's residential services, outpatient services, Medication-Assisted Treatment, medical services, prevention services, and a full CLIA-compliant laboratory. Our Hillsborough locations also include the nearby Quest House men's residential services and the Community Housing Solutions Center, a best-practice full-service emergency shelter center for 75 men and women experiencing homelessness. Our Polk County site in Lakeland provides Medication-Assisted Treatment, substance use disorder, mental health disorder, and co-occurring disorder treatment. Cove's programs are licensed by Florida Department of Children and Families, Agency for Healthcare Administration, and have been accredited by Commission on Accreditation of Rehabilitation Facilities since 1994, attesting to our ongoing commitment to quality

improvement. Cove serves the general public, including youth, adults, the elderly, and the indigent and low-income. Cove behavioral health services include Prevention, Intervention, Residential treatment, Outpatient and Intensive Outpatient, Medication-Assisted Treatment, Case Management, Aftercare/Recovery Support and special programming that addresses Pregnant Women and their children, Trauma-Informed Care, Adolescents, Gender-specific issues, and those suffering from or at risk of HIV/AIDS. Supportive services, such as transportation, education, and employment coaching, are also provided to help ensure patients' stability and ongoing success.

Cove's leadership has long advocated for equity to assist those suffering from substance use and mental health disorders at the local, state, and federal level. Our advocacy has led to parity in treating behavioral health with insurers. Cove uses many strategies to ensure services are provided with respect to individual, family, and cultural variations (age, race, ethnicity, religion, language, sexual orientation and gender identity, disability, socioeconomic status, literacy) while retaining fidelity to evidenced based practices such as using person-centered language with participants; hiring staff representative of the population served; and ensuring accommodations are made for those with disabilities. Cove's services follow evidence-based practices with fidelity. We utilize Motivational Interviewing, Cognitive Behavioral Therapy, and Seeking Safety among others to ensure our patients receive the highest quality of care.

Cove's mission is to support our community's overall wellness by providing accessible and compassionate behavioral health care. From mental health to substance use disorders, our trained and skilled clinicians are here to help each person through their journey. Given the tremendous growth in the use of dangerous synthetic opioids, including fentanyl and the life stress from the ongoing pandemic, Cove's services are in greater demand from the community. We have a long history of collaborating with and receiving referrals from the judicial system, working closely with the 13<sup>th</sup> Judicial Circuit in Hillsborough County, Florida Department of Corrections, Hillsborough County Sheriff's Office, Tampa Police Department, and the Polk County Problem Solving Courts. We also have experience collaborating as a jail based behavioral health care provider in the provision of jail based substance use disorder treatment through our partnership with Naphcare, Inc. in Hillsborough County.

We are committed to equity in our services. Cove is the recipient of numerous grants and contracts from local, state, and federal sources. In 2021, Cove won the Florida Blue Sapphire Award for excellence and innovation addressing mental well-being and opioids and substance abuse and also won the One Tampa Bay Non-Profit Honoree Award as an organization that utilizes best practices, impacts our community with limited resources, financial. We have the programmatic and fiscal systems in place to ensure that program goals, objectives, and outcome are met and that funds are tracked and spent as contracted. We understand and follow compliance requirements and expectations.

**Contact Information:**

Deanna Obregon, CEO  
Cove Behavioral Health, Inc.  
4422 E. Columbus Drive, Tampa, FL 33605  
(813) 384-4161  
[deannaob@covebh.org](mailto:deannaob@covebh.org)

## **Tab 2: Experience and Expertise**

### Organization Structure

As a nonprofit organization, Cove Behavioral Health (Cove) is governed by a dedicated Board of Trustees. Cove's Board of Trustees includes key community members that have expertise in their field and passion for ensuring quality behavioral health services are available in the communities that Cove serves.

Cove's operations are led by a highly qualified professional team. Chief Executive Officer, Deanna Obregon, has more than 20 years' experience as a healthcare executive and has successfully guided Cove through the challenges of the ongoing health crisis. Ms. Obregon has a master's in health administration and is a Certified Professional in Healthcare Quality. Joseph Jurek is Cove's Chief Financial Officer bringing his extensive accounting and financial management experience. Mr. Jurek is a Certified Public Accountant and a Certified Nonprofit Professional. Antoinette Hagley serves as the Chief Clinical Officer and ensures that Cove provides quality behavioral health services. Ms. Hagley is a dually licensed Marriage and Family Therapist and Mental Health Counselor who is committed to addressing health disparities, implementing Recovery Oriented Systems of Care, and providing inclusive treatment for our community. Our Medical Director Venkat Muvva M.D. leads our team of trained addiction and behavioral health professionals, and is an expert in the field of Medication Assisted Treatment.

The leadership directs the actions of Cove's 200+ team members. The Organizational Chart on the following page illustrates the core supervisory structure.

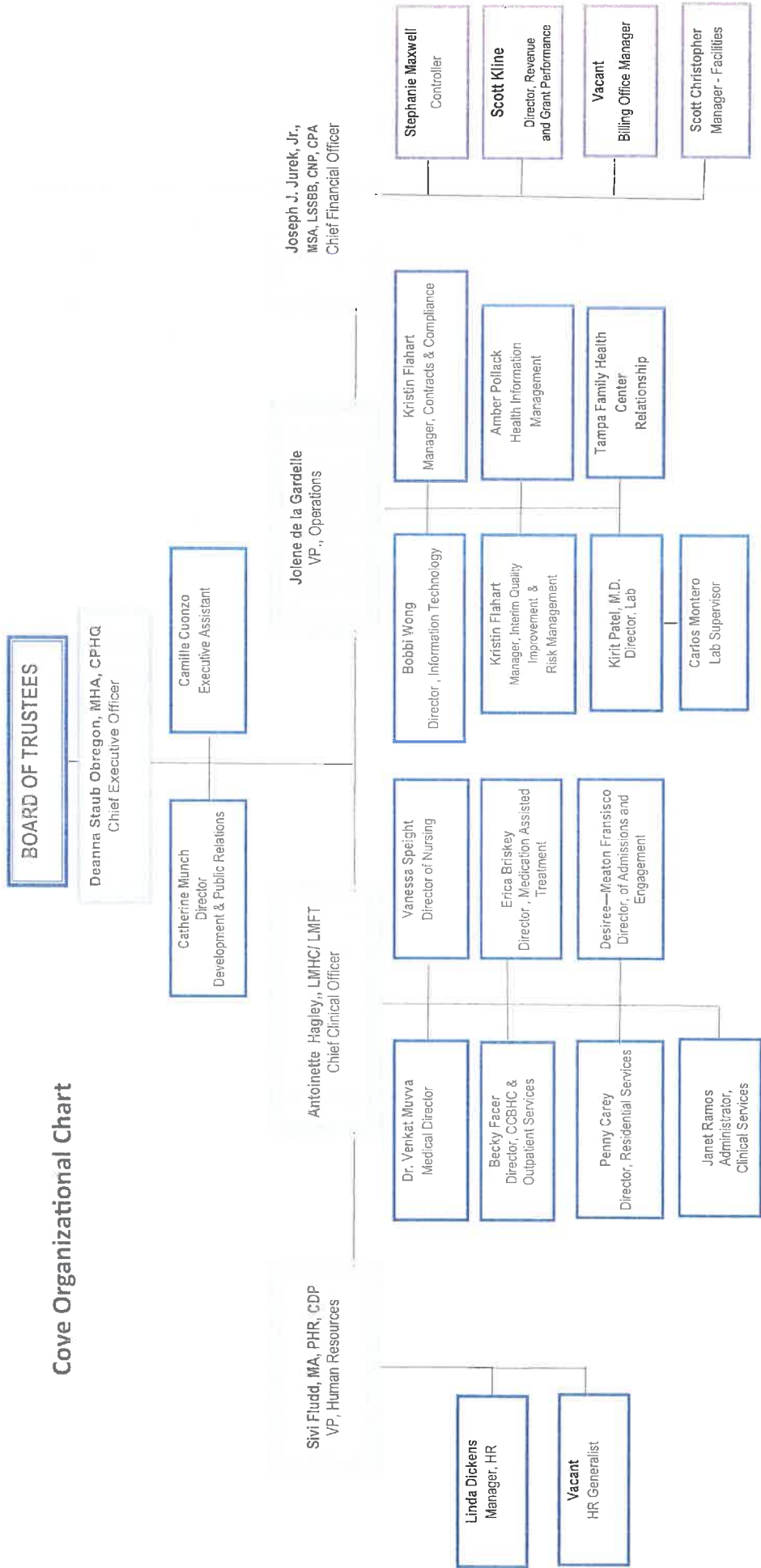
The proposed MAT program for Polk County will be under the direction of a team of experienced capable professionals.

### **Site Leadership:**

- Desiree Meaton-Francisco, LMHC - Project Manager
- Venkat Muvva, MD - Cove Medical Director
- Vanessa Speight, MSN, RN - Cove Director of Nursing;
- Erica Briskey, MSW - Cove Director of Medication-Assisted Treatment (MAT)
- Janet Ramos, RN, MBA,- Cove Administrator Clinical Services
- Ashley Dawson, APRN - Cove's Jail Based Treatment Provider.

Cove's team will be collaborating with YesCare Health, the current medical provider supplying services to Polk County jail.

# Cove Organizational Chart



Resume for the Project Manager and Key Personnel

Please see attached resumes for Cove staff:

Project Manager:	Desiree Meaton-Francisco, LMHC, MCAP
Medical Director	Venkat Muvva, MD
Director of Nursing	Vanessa Speight, MSN, RN
Director of MAT	Erica Briskey, MSW
Administrator Clinical Services	Janet Ramos, RN, MBA
Jail-based Treatment Provider	Ashley Dawson, ARNP
Masters' Level MAT Counselor	TBD

## **SUMMARY:**

To apply knowledge and skills acquired through my education and work experience with further intent of accomplishing future career goals. Significant areas of specialty in:

- Addictions  
Florida Certification Board MCAP #011042-2015  
Internationally Certified Alcohol and Drug Counselor- FCB
- Behavioral Modification
- Solution Focused Vision/Problem Solving Orientation
- Co-Occurring Treatment
- Licensed Mental Health Counselor (Qualified Supervisor) – 12373
- CTP – Certified Telehealth Provider – State of Florida
- Medication Assisted Treatment

## **EDUCATION**

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Masters of Arts University of South Florida Major: Rehabilitation of Mental Health Counseling	Tampa, FL	<i>December 2010</i>
<ul style="list-style-type: none"><li>• Masters Level Certificate in Substance Abuse</li></ul>		

Bachelor of Arts University of South Florida Major: Psychology	Tampa, FL	<i>May 2001</i>
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## **EMPLOYMENT HISTORY**

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United States Federal Defender Office Subject Matter Expert (Contract Work)	Tampa/Orlando, FL	<i>August 2016- Present</i>
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Cove Behavioral Health, Inc. Program Supervisor/Manager Director Medication Assisted Treatment Director of Admissions and Pathway Programs	Tampa, FL Tampa/Lakeland, FL Tampa, FL	<i>Dec. 2011- Aug. 2015</i> <i>June 2019- Sept. 2021</i> <i>Sept. 2021 - present</i>
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Candis Counseling Therapist (Contract Work)	Plant City, FL	<i>May 2015- Dec. 2019</i>
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Polk County Problem Solving Courts Lead Juvenile Addictions Counselor Program Director	Bartow, FL Bartow, FL	<i>Sept. 2005- Dec. 2011</i> <i>Aug. 2015- June 2019</i>
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Tri-County Human Services, Inc. Family Specialist Adult Counselor II DUI Evaluator – Level I and II (part time)	Winter Haven, FL	<i>April 2001- May 2004</i>
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Department of Children and Families Investigator/ Case Manager Protective Service Worker	Bartow, FL Lakeland, FL	<i>May 2003- Feb. 2005</i>
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## **PROFESSIONAL/COMMUNITY ACCOMPLISHMENTS**

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References provided upon request.

# ERICA L. BRISKEY

## PROFILE

- Fourteen years of professional experience within Human Services and Addiction
- Experience in administration and providing supervision to multi staff program, crisis counseling, intake and discharge planning, mental health and substance abuse counseling, facilitating educational groups, and management of care/service plans with children, adults, and older adults
- Excellent communication and writing skills, dependable, and highly motivated

## EDUCATION

### **The University of Alabama • Tuscaloosa, AL • May 2011**

- Masters of Social Work
- Program Management Certificate

### **Jacksonville State University • Jacksonville, AL • December 2006**

- Bachelors of Social Work
- Received special honors in Social Work

## LICENSURE/CERTIFICATION

**\*Licensed Graduate Social Worker #3522G**

**\*Addiction Professional #CAP100025**

## EXPERIENCE

### **Director of Medication Assisted Treatment • Cove Behavioral Health Tampa/Lakeland FL October 2021-Present • 40 hrs per week**

- Oversee the daily operation of the program both clinical and medical operations
- Schedule and conduct interviews of newly recruited staff members
- Engaging in the problem solving necessities to ensure continued patient satisfaction and staff needs are met to retain retention of the program.
- Maintaining compliance of regulated authorities for timely payment of services and procedural compliance needs.
- Monitor performance of staff members through Supervision and Coaching. Document and report to HR as needed for progressive disciplinary actions.
- Implement new procedures and initiatives for improvement and positive growth of the programs.

### **Program Director • New Season • Tampa, FL • September 2018-Present • 40 hrs per week**

- Ensures compliance with all local, state, federal and Colonial Management Group, LP rules, regulations and policies. Ensure compliance with 42 CFR Part 2.

- Maintained and sustained the operational resources of the program such as all operating budgets including payroll, supplies and overtime.
- Actively recruited for all clinic staff including contract labor.
- Maintained accurate daily accounting of all cash transactions (including deposits) and daily accounting of medication inventory at the clinic.
- Provided administrative and clinical supervision to staff.
- Monitored all clinic staff and contract labor in the performance of their duties and responsibilities.
- Made timely recommendations to address any regulatory concerns or significant issues that occur within the clinic.
- Established and maintains positive working relationships with local, state and federal authorities as necessary.
- Guided, coached and disciplined all staff within their clinic according to Colonial Management Group, LP standards.
- Ensured appropriate staff levels of qualified personnel are maintained in accordance with local, state, and federal regulations and Colonial Management Group, LP policies.
- Provided quarterly quality assurance reviews.
- Worked with CARF to achieve a three-year accreditation award from this recognized accrediting body through daily application and conformance with national accreditation standards.
- Prepared and submitted annual, quarterly, monthly, weekly and daily reports as requested and required.
- Reported all incidents at the clinic level to the Regional Director, Zone Director, Director of Human Resources and the Corporate Compliance Officer.
- Completed all staff and contract employee's annual performance reviews in a timely manner

**Treatment Services Supervisor • New Season • Tarpon Springs, FL • January 2018-September 2018 • 40 hrs per week**

- Ensured all patients and staff at the clinic have completed all intake, admission, discharge and aftercare documentation.
- Assisted with clinical aspects of the quarterly quality assurance program reviews.
- Completed weekly and quarterly Supervision with clinical staff.
- Involved in the interviewing process of new Counseling and Nursing staff.
- Provided individual, group, and family counseling to patients as required and complete progress notes to maintain chart compliance of counseling requirements.
- Ensured completion of 10% monthly chart audits of patient records and documents on the 93 B tool and providing on the job training to Counselors.
- Actively participated in preparation of surveys and inspections conducted by CARF, the State, DEA, Board of Pharmacy, and others as dictated by state laws and/or regulations.
- Provided administrative supervision of performance reviews, disciplinary actions, hiring/separation authority and time and attendance of the assigned clinic.
- Ensured compliance with Local, State, Federal and Company policies and regulations along with maintaining compliance with quarterly quality assurance reviews and CARF/DCF audits.
- Assumed the role of Program Director in his/her absence.

# Janet Ramos, RN, MBA

10941 Verawood Drive Riverview, FL 33579 (917-854-9621)  
janetramos.rn@gmail.com

## Experience

### **Clinical Operations Administrator**

*February 2022 – Present*

- Collaborate with Directors, VP of operations, VP of HR and Chief Clinical Officer to ensure optimal and efficient practices, policies and/ or procedures which support clinical operations are made timely & maximize quality.
- Manage day-to-day labor needs and work with HR & Directors to ensure optimal staffing patterns.
- Ensure each department maintains contractual fidelity by monitoring audits, and ensuring reviews are done as required
- Promote continuity between all levels of care to support Cove's vision of a behavioral health home approach to patient care.
- Identify opportunities for increased efficiency and utilization of all funding sources.

### **Regional Director – Colonial Management Group**

*September 2016 – 12/31/2021*

- Provide supervision for 5 to 10 OTP's in Central Florida serving 5000 patients.
- Ensure compliance with all State, Federal and Accreditation regulations and standards
- Provide support to Program Directors as needed to ensure that the clinic operates within budgets including payroll and expenses, meets budgeted census growth, provide training, guidance and assistance.
- Review policies and Procedures annually to ensure programs are providing the most comprehensive evidenced-based services.

### **Regional Director - Habit OPCO d/b/a Strathmore Treatment & Suburban Treatment**

(Acquired by CRC Healthcare in December 2013)

*April 2012 – June 2016*

- Administrator of Opioid Treatment Program – responsible for OTP operating budget of two million dollars, maintaining CARF Accreditation and licensure standards, developed new programs, develop policies and procedures, and ensure compliance with DEA and State regulations
- implement protocols for induction training of the Nursing department
- Supervise 25 employees in multiple disciplines
- Prepare annual budgets and strategic planning to add 3-5% growth annually
- Exceeded EBITDA annually, maximized growth by 140% in 2015

### **Regional Executive Director- Pinnacle Treatment Centers**

*March 2011- April 2012* Ocean Monmouth Care, Brick, NJ

- Administrator of an Opioid Treatment Program – responsible for OTP operating budgets of four million dollars, maintaining CARF Accreditation and licensure standards, developed new programs, develop policies and procedures, implement protocols for induction training of the Nursing department.

- Supervised 3-5 OTP Programs with Directors located throughout N.J.
- Coordinate scheduling of the Medical Directors and establishment of medicated-assisted treatment and protocols for the Medical policy manual

**Regional Director of Operations- Habit OPCO d/b/a New Street, Suburban and Strathmore Treatment Associates (acquisition by Habit OPCO on 1/27/09)**

*Jan. 2001 - Mar. 2011- Various positions*

Maintain CARF accreditation, receiving a "no recommendations" at last survey, supervised: third party billing, nursing department, scheduling, licensure standards, dispensing policies and procedures, training

**CCU/Emergency Room Nurse**

*6/2003-12/2004* S.I. University Hospital, NY; JFK Hospital, N.J

- Started IV lines, nursing care plans
- Monitor and assess cardiac status
- Medication administration, other duties

**Education**

**Keller School of Management at DeVry College, North Brunswick, N.J. 5/2010 – 10/2012**

- M.B.A. with a Concentration in Health Services

**College Of Staten Island, S.I., N.Y. June 2002**

- A.A.S. Nursing

**Empire State College, New York City, N.Y 1998**

- B.S. Human Services- concentration: Counseling Addictions

**License/Credential:**

**Registered Nurse Florida RN 9337828**

**CADC (Certified Alcohol & Drug Counselor) N.J. - retired**

**References**

**References are available on request.**

Dr. Jude Iheoma, PhD, SOTA for N.J

Scott Aftel, MD, ABAM certified- Medical Director

Elisabeth Caputo, LCSW, LCADC, CCS

Jackie Reulbach, RN

**Venkat G Muvva, MD, HMDC, FASAM, MPA**  
**Medical Director**  
**COVE BEHAVIOURAL HEALTH**  
**Tampa, FL.**

**Present Mailing Address:**

4422 East Columbus Drive  
Tampa, FL 33605  
Phone: 201-207-1487 (cell).

**Board Certifications**

**Addiction Medicine Board – January 2030**

**Family Medicine Board Certified - July 2024**

**Geriatric Medicine Board Certified- November 2022**

**Hospice Medical Director Board Certified- June 2023**

**FL, MD License & DEA- Current.**

**BLS and ACLS – Certified- Current.**

**Work Experience**

**1.01/2022- Current**

Medical Director  
COVE Behavioral Health  
Tampa, FL

**2.06/2020- 12/2021**

Addiction Medicine and Geriatric Medicine  
Center for Addiction Recovery  
UPMC Pinnacle Polyclinic, Harrisburg, PA

**3.06/2016-01/2019**

Addiction Medicine Physician and Consultant  
ARS of Camp Hill  
Addiction Recovery System, Camp Hill, PA

**4.07/2017- 06/2020**

**Assistant Director**  
Supportive care and Palliative Medicine  
UPMC pinnacle, Harrisburg, PA

**5.07/2012 – 07/2017**

**Staff Physician**  
Geriatric and Palliative Medicine  
UPMC, Pinnacle Health System, Harrisburg, PA.

**6.07/2012- 10/2014**

**Physician Champion**

Acute pain Management Team  
Pinnacle Health System, Harrisburg, PA.

**7.07/2011 – 06/2012**

**Geriatric and Palliative Fellowship**

UPMC, St Margaret, Pittsburgh, PA.

**Publications and Projects:**

**-Hip fracture program development – UPMC Pinnacle**

**-Delirium screening protocol – UPMC Pinnacle**

**-Delirium Project- current with UPMC Pinnacle**

**-Acute Pain management protocol- UPMC Pinnacle**

**-Consequences of medication Administration Miscommunications in the Geriatric Population.**

A poster presentation for the Medical Education day.

**-Pre-packed Catastrophe-** Central PA Medicine magazine. Dauphin County Medical Society.

**-Postoperative Cognitive Dysfunction:**

A case report and literature review. Case reports in Internal Medicine. 2017, Vol. 4, No. 4  
<http://www.sciencedupress.com/journal/index.php/crim/article/view/12053>

**-Clinical Care and Health Support Committee: UPMC Pinnacle**

To assess and support cognitively impaired physicians.

**-Lipid Update:**

Recent Debates and Disease-Oriented vs. Patient-Oriented Evidence.  
Bulletin of the Allegheny County Medical Society Feb 2012.

**-NCQA project 2010-** Improving Diabetic Care- Diabetic Foot exam.  
Memorial Medical Center, Johnstown, PA.

**-Family Medical Center 2011–** Pt satisfaction survey to improve patient care and measurable clinical outcomes.

Memorial Medical Center, Johnstown, PA

**Venkat G Muvva MD, HMDC, FASAM, MPA**

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# VANESSA SPEIGHT, MSN, RN

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## PROFESSIONAL SUMMARY

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Highly dynamic, successful healthcare professional with hands-on health services experience and a proven track record of motivating and improving quality of care. Adaptable leader accustomed to managing, strategic planning, monitoring staffing patterns and communicating quality expectations.

## SKILLS

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- Leadership
- Communication and Relationship Management
- Strategic Management
- Quality Improvement/Root Cause Analysis
- Risk Management, Safety
- Employee retention strategies
- Professional Development
- Change Management
- Proficient in Juvenile Justice, CARF, ACA, and NCCCHC compliance requirements
- Substance Abuse, Addiction, and Mental Health treatment services.

## WORK HISTORY

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**Director of Nursing, Registered Nurse** 03/2022 to Current

**COVE Behavioral Health – Tampa, FL**

- Coordinates and oversee nursing operations in residential and outpatient programs.
- Assists Medical Director with overall operations of medical services and treatment programs.
- Conducts quality assurance activities to ensure compliance with nursing practice, organizational, accrediting, and funding standards.
- Operates as the Infection Control Officer, managing communication and treatment protocols.
- Manages and ensures budget for nursing/medical services align with overall financial goals.
- Engages in multidisciplinary collaboration to improve treatment services and outcomes.

**Director of Health Services, Registered Nurse** 01/2020 to 03/2022

**True Core Behavioral Solutions, LLC, G4S Youth Services, LLC – Tampa, FL**

- Promoted to Director/Corporate leadership position, responsible for continued oversight and monitoring of health services in all True Core facilities. Led team of 15 health services administrators.
  - Provides expert professional assistance to external customers and facility leadership.
  - Assists with development and implementation of nursing-related policies, protocols, and practices.
  - Works with Human Resources in developing initiatives contributing to positive work environments.
  - Assists with recruitment and retention of health care staff and community specialty providers. Retention rates increased to 86% in 2020 compared to 71% in 2017.
  - Leads and engages in organizational strategic planning activities.
  - Ensures compliance with organizational, accrediting, and Department standards while ensuring nursing practice is consistent with defined scope of practice.
  - Evaluates staffing, equipment, and supply needs; prepares justifications and cost-benefit analyses and reviews and recommends approval of expenditures.
  - Identified and followed accreditation standards and federal health care models.
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**Lead Regional Health Services Administrator, Registered Nurse** 01/2016 to 01/2020

**True Core Behavioral Solutions, LLC, G4S Youth Services, LLC – Tampa, FL**

- Oversaw and monitored health services in juvenile residential programs statewide.
- Influenced and motivated others to produce change and positive outcomes.
- Successfully passed 20+ audits in last 2 years with pass rate of 98%.
- Responsible for on-site quality assurance of program healthcare practices relating to state, contractual, and company requirements.
- Consults and effectively communicates with program management, regional, and corporate team members regarding risk and trend reports.
- Provides technical support in resolving company-wide health related problems.
- Facilitated health services, leadership meetings and strategic initiatives.
- Provided in-depth support to executive staff related to healthcare programs and administration.
- Tracked and evaluated statistical data on healthcare activities to make effective program decisions.

**Health Services Administrator, Registered Nurse** 01/2006 to 01/2016

**G4S Youth Services, LLC – Alexander, AR**

- Managed high risk 143-bed medical unit and coordinated medical, mental health, and substance abuse services to juvenile offenders.
- Led health services department in achieving ACA Accreditation in 2008.
- Collaborated with interdisciplinary team members in managing youth with mental health conditions.
- Carried out fidelity monitoring and system verification reviews to ensure compliance.
- Monitored budget and completed statistical reports.
- Provided operational and clinical oversight to nursing staff, ensuring all day-to-day activities supported clinical excellence.

**Licensed Practical Nurse** 05/2002 to 12/2004

**Kendall Regional Medical Center – Emergency Room – Miami, FL**

- Administered treatment to acute adult and adolescent patients in a critical setting.
- Effectively completed tasks in stressful and fast-paced situations.
- Communicated changes to the registered nurse and physician.

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## EDUCATION

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**Master of Science: Nursing Administration, 05/2021**

**The University of Texas at Arlington – Arlington.** Dean's List each semester

**Bachelor of Science in Nursing, 01/2019**

**The University of Texas at Arlington – Arlington.**

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## CERTIFICATIONS

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- Certified Department of Juvenile Justice Quality Assurance Peer Reviewer
- Trained in Motivational Interviewing
- BLS

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## AFFILIATIONS

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A member of the Florida Nurses Association (FNA) and the American Psychiatric Nurses Association (APNA)

# Ashley Dawson, MSN, APRN, FNP-C

## Family Nurse Practitioner

### Professional Summary

Highly motivated and organized Family Nurse Practitioner seeking a position in an environment where evidence-based and holistic practice will be effectively utilized in treating patients and promoting overall health and wellbeing. Possesses 8 years of nursing experience in behavioral health, perioperative care and oncology.

### Education

#### **Master of Science in Nursing (FNP) – *Purdue University Global, Online***

Graduated December 2020

#### **Bachelor of Science in Nursing – *Kaplan University, Online***

Graduated March 2015

#### **Associate of Science in Nursing – *ITT Technical Institute, Tampa, FL***

Graduated September 2012

### Certifications & Licenses

- Florida Advance Practice Registered Nurse License -#APRN11012230
- Florida Compact Licensed Registered Nurse - #RN9354152
- BLS & ACLS Certified | American Heart Association
- American Association of Nurse Practitioner Certification- F03210721
- DEA X-Waiver

### Professional Experience

#### **Full Time Practitioner (APRN) - Cove Behavioral Health**

September 2021 – Current

#### **Per Diem Nurse Practitioner (APRN)- Bay Area Suboxone, Tampa FL**

May 2021-September 2021

- Conduct medical exams, assess, and manage withdrawal symptoms, and provide histories and physicals.
- Provide education about medications such as Suboxone, Subutex and Vivitrol and Sublocade
- Consult with counselors, attend treatment teams, and contribute to the development of treatment plans as part of an active multi-disciplinary team.
- Review, and sign all appropriate clinical documentation forms.

#### **Per Diem Nurse Practitioner (APRN)- Clinicare Diagnostic Medical Service, Lakeland FL**

May 2021-Current

- Perform in home respiratory testing, overnight oximeter studies and OCD evaluations.
- Evaluate current respiratory or cardiac condition to recommend diagnostic or therapeutic interventions.
- Maintain complete detailed records of patient care plan.
- Educate the patients about acute and chronic illnesses.

## **Part-Time Nurse Practitioner (APRN)- Pain Management, Pain Medicine Inc, Lakeland FL**

April 2021-Current

- Assist the physician in evaluation and management of assigned patients on the medical inpatient service.
- Recommend alternative treatment for pain management epidural, facet blocks, physical therapy, occupational therapy and aqua therapy.
- Orders diagnostic tests, including but not limited to MRIs, ultrasound, nerve conduction study and laboratory tests and with direct medical oversight.
- Obtain medical history, physical examination, and review of drug screen for proper use of medication or abuse substances.

## **Registered Nurse PRN – Perioperative/Operative/Pain Management, Surgery Center of Lakeland Hills Blvd, Lakeland, FL**

December 2018 – current

- Provides exceptional nursing care in the perioperative environment, assisting the surgeon, anesthesia team, and scrub technicians to ensure optimal patient outcomes
- Provides pain and symptom management through a variety of treatment modalities while providing personal and compassionate care to surgical patients
- Promotes patient independence through providing patient specific education concerning condition, procedures, medication, and self-care; assesses patient's health literacy and learning preferences
- Displays proficiency with identifying post-operative complications and skillfully responds in urgent situations with appropriate and timely nursing interventions to ensure patient safety and optimal patient outcomes

## **Nursing Supervisor – Agency for Community Treatment Services, Tampa, FL**

November 2015 – December 2018

- Managed a 30-bed adult unit and 10-bed juvenile acute co-occurring detox unit, conducting admissions and discharge planning
- Recruited, trained, and supervised nurses to ensure that policies and procedures were being followed and standard of nursing practice were being met
- Developed a monthly schedule for both facilities to ensure adequate staffing ratios were met
- Managerial tasks inclusive of conducting monthly staff meeting, in-service and attend leadership meeting as well as ordering medical supplies and assuring proper equipment maintenance

## **Registered Nurse – Surgical Oncology Unit, Tampa General Hospital, Tampa, FL**

July 2015 – November 2015

- Collaborated with the interdisciplinary team of physicians, nurses, and therapists to provide holistic and evidence-based nursing care to oncology patients
- Administered chemotherapy and biotherapy in an efficient and safe manner monitoring for patient side effects and adverse reactions
- Skillfully responded in urgent situations with appropriate and timely nursing interventions to ensure patient safety and optimal patient outcomes
- Educated patient on the disease process and encouraged compliance of medication regimens

## **Registered Nurse – Medical Surgical Oncology Unit, Emory St. Joseph, Atlanta, GA**

July 2014 – July 2015

- Performed general nursing duties including assessments, medication administration, admissions, and discharge.

- Administered biotherapy, chemotherapy, blood products, and other drugs through PICCS and ports
- Prioritized patient care based on patient condition, responding to unanticipated interruptions while delegating care to achieve optimal, safe, and effective outcomes
- Provided leadership in nursing as a preceptor to students and new graduates and serving as charge nurse
- Promotes patient independence through providing patient specific education concerning condition, procedures, medication, and self-care; assesses patient's health literacy and learning preferences

## Organizations

- American Association of Nurse Practitioners

# COVE JOB DESCRIPTION

JOB CLASSIFICATION	JOB TITLE	REPORTS TO
Clinical/Direct Care	Counselor	Counselor Supervisor
PROGRAM	FLSA STATUS	WAGE GRADE
Medication Assisted Treatment	<input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Non-Exempt	WG.725
WORK SCHEDULE		
<input type="checkbox"/> Sunday	<input checked="" type="checkbox"/> Monday	<input checked="" type="checkbox"/> Tuesday
	<input checked="" type="checkbox"/> Wednesday	<input checked="" type="checkbox"/> Thursday
	<input checked="" type="checkbox"/> Friday	<input type="checkbox"/> Saturday
PRIMARY FUNCTION		
Provide clinical intervention and case management for clients who are enrolled in the Medication Assisted Treatment Center maintenance program.		
SCOPE OF WORK		
The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific job duties does not exclude them from the position.		
1. Conduct client assessments and evaluations; develop and implement treatment plans for clients.		
2. Provide case management services for clients.		
3. Provide individual, group and family therapy, as necessary.		
4. Prepare and maintain clinical records.		
5. Submit reports as required.		
6. Participate in clinical staffings and team meetings		
7. Make referrals to appropriate resource agencies		
8. Provide feedback to resource agencies		
9. Provide crisis intervention, when needed.		
10. Participate in staff development activities		
SUPERVISORY RESPONSIBILITIES		
<input checked="" type="checkbox"/> None	<input type="checkbox"/> 1-5 People	<input type="checkbox"/> 6-10
	<input type="checkbox"/> 11-15	<input type="checkbox"/> 16-25
	<input type="checkbox"/> 26-50	<input type="checkbox"/> Over 50
STANDARDS OF PERFORMANCE		
1. Maintain client rights as defined by DCF.		
2. Maintain the highest standards in ethical conduct and confidentiality.		
3. Maintain clinical records in accordance with Agency standards.		
4. Follow all established Agency policies and procedures.		
5. Model ideals of integrity, loyalty, and teamwork.		
6. Sustain a positive, caring, supportive, recovery-oriented environment.		
EDUCATION REQUIREMENTS		
<input type="checkbox"/> High School	<input type="checkbox"/> Vocational Training	<input checked="" type="checkbox"/> Undergraduate Degree
		<input type="checkbox"/> Masters Degree
CERTIFICATION/LICENSE REQUIREMENTS		
<input checked="" type="checkbox"/> None	<input type="checkbox"/> CAP, CAPP or CCJAP	<input type="checkbox"/> LMHC or LCSW
		<input type="checkbox"/> Other
RELATED EXPERIENCE		
<input type="checkbox"/> None	<input checked="" type="checkbox"/> One to Two Years	<input type="checkbox"/> Two to Four Years
		<input type="checkbox"/> Five or More

**KNOWLEDGE, SKILLS & ABILITIES**

Ability to read and interpret documents such as safety rules, operating instructions, and procedure manuals. Ability to write routine reports. Ability to speak effectively. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, or schedule form. Knowledge of 12-step program, behavior modification, case management and addiction.

**PHYSICAL REQUIREMENTS**

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position.

Regularly required to sit and talk or hear. Frequently required to stand and/or walk; use hands to finger, handle or feel objects, tools or controls; and reach with hands and arms. Specific vision requirements include close vision, distance vision, peripheral vision and the ability to adjust focus.

**DATE REVIEWED**

July 2008

**EMPLOYEE SIGNATURE/DATE**

## Organization Experience Providing Similar Size and Scope of Work

Cove has been providing Medication-Assisted Treatment (MAT) services for 20 years. We currently have an average MAT daily census of 555 adults in Hillsborough County and 171 adults in Polk County. Cove's MAT services at these locations include the use of methadone, Subutex, Sublocade, and Vivitrol. All Cove's MAT services are overseen by Cove's Medical Director who is board certified in addiction medicine.

Cove's MAT services follow evidence-based procedures. Every patient is assessed for MAT services using medical evaluation, urine drug screening, as well as a review of ASAM and DSM-V criteria, and based upon the results of the assessment are offered the appropriate MAT medication. All MAT patients complete an individualized treatment plan with their assigned provider and receive substance use disorder education, counseling and support services to reach their treatment plan goals. In addition to being licensed to dispense the full array of medications that support the care of patients recovering from Opioid Use Disorder, we also serve medically complex patients, including those with co-occurring issues such as Hepatitis-C and HIV who may not be eligible for Vivitrol treatment. We specialize in serving pregnant women with opioid use disorders.

Our experience with in jail medication assisted treatment began with a collaborative effort to identify and stabilize pregnant inmates at the Hillsborough County Jail. After several years of working on that project, we formalized our relationship with the HCSO jail in 2018 and expanded to education and treatment of eligible male or female inmates. In 2020, we partnered with Naphcare (Hillsborough's medical provider) to further expand our array of Opioid Use Disorder treatment medications from Vivitrol to include methadone.

Through the partnership, we share responsibilities in the patient care. The Hillsborough's jail medical team identifies individuals who may be in need of MAT services and conducts a brief screening. Based on the results of the screening, the jail medical team refers the individual to Cove for assessment. Cove's medical team provides onsite assessment in the jail on a weekly basis and based on assessment orders medication assisted treatment for the individual. The jail's medical team monitors the individual and coordinates with Cove's medical team for administering the medication. Cove assigns a provider to serve the jail based population weekly or as scheduled, and since we have the capacity to provide some services in person as well as via telehealth, we reduce the likelihood of disruptions in patient care in instances when the jail is experiencing security based or operational lockdowns. Our provider oversees the patient's education, counseling, and discharge planning to ensure that they understand that after discharge they may continue on with MAT services through Cove's MAT programs. For those with no insurance (private or Medicaid) and who are below 200% of federal poverty level, we use a sliding fee scale to determine a reasonable fee and payment plan. We also assess individuals to see if they meet criteria for any grants we have that may pay their MAT fees. We have federal resources through SOR (State Opioid Response) as well as state funding. We also have contracts

with most Medicaid Managed Care providers for those patients who have Medicaid coverage. If the patient has private insurance, our business office staff verifies the benefits at the time we do their Intake paperwork. Based on the verification, the business office staff reviews the patient's benefits with them. To assist those individuals transitioning from jail to working, Cove operates from 5:30 a.m. on weekdays and 6:30 on weekends and also offers telehealth sessions when appropriate. This enables our patients to keep early appointments and stay engaged in treatment without jeopardizing their employment. We have found this especially important for our lower wage earners who do not have flexibility in their work schedules. Despite setbacks to this effort due to the Covid-19 pandemic, we have been able to serve 120 patients in our community's jail setting since that time. Through Cove's collaboration with the Hillsborough County Sheriff's Office jail to provide MAT and behavioral health services, the jail is the nation's first correctional facility to achieve three accreditations from National Commission on Correctional Health Care (NCCHC) for providing jail health services, mental health services, and opioid treatment.

In addition to our experience working with Hillsborough jail medical team, Cove has extensive experience working with other medical providers to transition individuals into MAT services which can be replicated in Polk County. Cove has MAT emergency room pathway programs with three local Hillsborough County hospitals (St. Joseph's, Tampa General, and South Florida Baptist, Plant City). Cove provides a peer specialist in each hospital to engage eligible individuals in the hospital setting and to assist in transitioning into MAT services. The peer specialist provides educational resources and support to individuals and their families/friends regarding overdose prevention, treatment of opioid use disorder, and recovery support. The peer specialist is able to identify when current as well as discharged patients enter medical care and reconnect them to treatment as well as to refer new patients to medication assisted treatment at our clinic or other community providers convenient to their zip-code or work location. They also provide follow-up support to participants once enrolled in MAT services. Cove also works with Tampa Family Health Center, a local federal qualified health center (FQHC) for referrals of their patients to our MAT services as well as having a Tampa Family clinic co-located in Cove's building.

Cove is recognized for its high-quality services, professional staff, and outcome achievement. We are contracted by multiple organizations to provide MAT services including the Florida Department of Corrections, Hillsborough County Health Care Plan, Central Florida Behavioral Health Network (three different programs), Hillsborough County 13<sup>th</sup> Judicial Circuit, and Florida Alcohol and Drug Abuse Association (two different programs). Cove collaborated with the 10<sup>th</sup> Judicial Circuit from 2017-2020 to provide residential and wrap around services. Patients were funded by a Substance Abuse Mental Health Services Administration (SAMHSA) grant and referred by Problem Solving Court programs. Although the grant has ended we continue to receive referrals from the 10<sup>th</sup> Circuit. Cove works collaboratively with other partners to ensure the MAT and behavioral health services are available to individuals with substance use disorders. Several of our partners are detailed on the following pages demonstrating our comprehensive and successful experience with MAT services.

## Projects that Demonstrate Cove Experience with Medication Assisted Treatment

### Project 1

**Client:** Central Florida Behavioral Health Network, Inc.  
**Contact person:** Alan Davidson  
**Contact information:** (813) 740-4811; [adavidson@cfbhn.org](mailto:adavidson@cfbhn.org)  
**Cost:** Total: \$107,447 (MAT Allocation)  
**Start/end dates:** 7/1/2018 – current  
**Description:** Funding is for community-based services for medication assisted treatment for patients at Hillsborough County jail.

**Covered medications:** Methadone

**Patient Eligibility:** Adults 18 years of age or older with a primary diagnosis of opioid use disorder as determined using appropriate diagnostic protocols.

**Description:** Cove receives funding to provide in-jail case management and medication-assisted treatment services to patients in the Hillsborough County jail system. This funding is used to expand capacity to increase access to and reduce waitlists for treatment post-release and increase efforts to engage high-risk populations and develop a recovery-based model of care. Patients served under this project are identified in the jail as having an opioid use disorder and are in need to substance use disorder treatment. Once identified, evaluated by Cove's medical team, and eligibility is determined, the patient is prescribed methadone while still in-jail.

Cove provides the prescribed methadone to the jail for dosing on a weekly basis. Medication is dispensed by NaphCare staff on a daily basis as part of the patient's Medication Administration Record (MAR). Patients may also receive ongoing support via Cove-provided, in-jail case management services until they are released.

Prior to release, patients are connected to Cove's outpatient clinic for follow-up care and continuity of medication protocol.

**#'s Served:** 32 individuals

Project 2

Client: Central Florida Behavioral Health Network, Inc.  
Contact person: Alan Davidson  
Contact information: (813) 740-4811; [adavidson@cfbhn.org](mailto:adavidson@cfbhn.org)  
Cost: Total: \$4,011,942 (MAT Allocation)  
Start/end dates: 1/1/2019 – current  
Description: Funding is for the State Opioid Response (SOR) to provide medication assisted treatment for patients to combat the opioid epidemic.

**Covered medications:** Methadone, buprenorphine-mono (Subutex), buprenorphine-combo (Suboxone), Sublocade

**Patient Eligibility:** Adults 18 years of age or older with a primary diagnosis of opioid and/or stimulant use disorder as determined using appropriate diagnostic protocols. Funds must be used to serve indigent, uninsured, and underinsured individuals

**Description:** The SOR program aims to increase access to evidence-based prevention, treatment, and recovery support services that address opioid and stimulant misuse and disorder to reduce opioid and stimulant-related deaths. In addition to providing FDA-approved medications, clinicians provide Motivational Interviewing, Cognitive Behavioral Therapy, and the Community Reinforcement Approach along with other psychosocial services and supports. A primary objective of this funding is to increase engagement and retention in care and patients are provided ongoing education around MAT.

Beyond providing the medication-assisted treatment and clinical support, SOR funds are used to reduce opioid - caused deaths through the distribution of naloxone (Narcan) kits throughout the community.

A priority of the funding is to support the emergency department (ED) bridge to Cove – as a community-based provider. Funding is used to support 3 Certified Peer Specialists co-located in Emergency Departments throughout Hillsborough County to facilitate screening, assessment and referral directly into care post-discharge from the ED. This pathway project has linked over 380 patients to care.

**#’s Served:** > 950 individuals

### Project 3

Client: Florida Alcohol and Drug Abuse Association (FADAA)  
Contact person: Darran Duchene  
Contact information: (850) 224-6048; [darran@floridabha.org](mailto:darran@floridabha.org)  
Cost: Total: \$184,006.24 (OSCA - MAT Allocation)  
Start/end dates: 7/1/2018 – current  
Description: Funding is for community-based medication assisted treatment for individuals with opioid use disorder, alcohol use disorder, or combined opioid/alcohol use disorder with prior or current court involvement..

**Covered medications:** Extended-release injectable naltrexone (Vivitrol), oral naltrexone, methadone, buprenorphine, and injectable buprenorphine

**Patient Eligibility:** Adults 18 years of age or older with a primary diagnosis of opioid use disorder, alcohol use disorder, or combination of alcohol and opioid use disorders as determined using appropriate diagnostic protocols. Patients shall be court-involved with drug court, mental health court, veterans' court, criminal court, state or local probation, or be determined "high-risk" of becoming court-involved based on prior history of court involvement, current substance use, or other circumstances that increase the likelihood of becoming court-involved in the future. Funds must be used to serve indigent, uninsured, and underinsured individuals

**Description:** Funding supports screening via clinical evaluation and interview with potential patients to determine eligibility and provide education on medication-assisted treatment and use of FDA-approved medications. All patients receive a medical assessment that includes lab work and pregnancy test (for female patients). Once a patient is cleared, the physician writes the medication order. Patients undergo a 5 to 7-day tolerance protocol with oral (tablet) naltrexone. Following that protocol, patients receive their injection ongoing as prescribed (typically 6-7 months).

The extended-release medication is provided as an adjunct to, and in coordination with, behavioral health treatment, including individual and/or group counseling. This medication is utilized in both our residential and outpatient settings.

**#'s Served:** > 550 individuals

**Project 4**

**Client:** Florida Alcohol and Drug Abuse Association (FADAA)  
**Contact person:** Darran Duchene  
**Contact information:** (850) 224-6048; [darran@floridabha.org](mailto:darran@floridabha.org)  
**Cost:** Total: \$92,830.92 (DCF - MAT Allocation)  
**Start/end dates:** 7/1/2018 – current  
**Description:** Funding is for community-based medication assisted treatment for individuals with opioid use disorder, alcohol use disorder, or combined opioid/alcohol use disorder.

**Covered medications:** Extended-release injectable naltrexone (Vivitrol)

**Patient Eligibility:** Adults 18 years of age or older with a primary diagnosis of opioid use disorder, alcohol use disorder, or combination of alcohol and opioid use disorders as determined using appropriate diagnostic protocols. Funds must be used to serve indigent, uninsured, and underinsured individuals

**Description:** Funding supports screening via clinical evaluation and interview with potential patients to determine eligibility and provide education on medication-assisted treatment and use of FDA-approved medications. All patients receive a medical assessment that includes lab work and pregnancy test (for female patients). Once a patient is cleared, the physician writes the medication order. Patients undergo a 5 to 7-day tolerance protocol with oral (tablet) naltrexone. Following that protocol, patients receive their injection ongoing as prescribed (typically 6-7 months).

The extended-release medication is provided as an adjunct to, and in coordination with, behavioral health treatment, including individual and/or group counseling. This medication is utilized in both our residential and outpatient settings.

**#’s Served:** > 200 individuals

**Project 5:**

**Client:** Hillsborough County, 13<sup>th</sup> Judicial Circuit  
**Contact person:** Julia Schilling  
**Contact information:** (813) 272-6275; [schillj@fljud.org](mailto:schillj@fljud.org)  
**Cost:** Total: \$168,332 / MAT:\$5,000  
**Start/end dates:** 10/1/2012 – 9/30/2016  
**Description:** Cove provided MAT services and substance use, mental health, and co-occurring disorders treatment to Marchman Act clients participating in the Problem Solving Courts. This was part of a federal grant from SAMHSA.

**Covered medications:** Extended-release injectable naltrexone (Vivitrol), methadone

**Patient Eligibility:** Adults 18 years of age or older with a primary diagnosis of opioid use disorder as determined using appropriate diagnostic protocols. Funding was included as a component of a federal SAMHSA grant to support patients involved in Marchman court with the goal of ensuring successful community integration, decreased rates of recidivism and support of ongoing recovery success.

**Description:** This funding was utilized to provide substance use disorder treatment on the continuum of care (to include outpatient, intensive outpatient, and residential) as well as recovery support, wraparound and medication-assisted treatment. Patients had access to either extended-release injectable naltrexone (Vivitrol) or methadone based on patient need and eligibility. MAT services were provided in conjunction with substance use disorder treatment.

**#’s Served:** 15 individuals

## Subcontractor

YesCare Corp. (YesCare), formerly known as Corizon Health, has extensive experience throughout the southeastern United States – including almost four decades of experience providing correctional healthcare to inmates throughout the State of Florida – **including Polk County**. YesCare has partnered with the Polk County Sheriff's Office since January 2001 providing medical, behavioral health, dental, pharmacy, reentry services, juvenile care, and ancillary/support services to inmates in the care and custody of the County.

In addition to Polk County, YesCare currently serves four (4) county sheriffs' offices in Florida where we are responsible for providing a full range of healthcare to inmates in Brevard, Charlotte, Leon, and Okaloosa Counties. Healthcare services include medical and behavioral health care, pharmacy management, and dental care.

**YesCare believes in the strength of partnership. We bring transparency, open lines of communication with decision makers, and unparalleled healthcare delivered by caring and dedicated professionals to each of our client partnerships.** For over 40 years the Corizon Health employees, presently the owners of YesCare through participation in the company's Employee Stock Ownership Plan (ESOP) have been industry leaders focused exclusively on developing and operating correctional-based healthcare systems for county, municipal, and state governments. Quality health care and reentry services, as reflected in YesCare's vision statement, improve the health and safety of our patients, reduce recidivism, and better the communities where we all live and work.

YesCare's clinical team was among the first to introduce telehealth and electronic health records to corrections and the first to launch a corrections-focused reentry website for recently released individuals, their families, and healthcare staff. **We have recently developed a mobile version of our reentry website on a smartphone app.**

YesCare's focused experience enables the company to offer a healthcare delivery system established on repeatable, evidence-based best practices, including continuous quality improvement principles utilizing Six Sigma and Lean Healthcare modalities, utilization management built on evidence-based decision support tools, such as InterQual®, telehealth, reentry planning, innovative technology, and accreditation standards.

Currently YesCare **provides both medical and behavioral health care for 90% of our healthcare clients**, representing over 50 facilities nationwide, including:

- Jails and prisons of all security classifications
- Correctional facility sizes ranging from multi-site prison systems to facilities with less than 100 juveniles
- Male, female, and juvenile populations

- Special populations, including the elderly, gender dysphoria, LBGTQI+, and women's health

In each of these contracts, we provide essential healthcare services consistent with evidence-based healthcare and best practices, and tailored to each client, varying community standards, and specific facility needs. Our healthcare model focuses directly on the patient-clinical encounter and YesCare team members' communication and interaction with custody and other healthcare providers in a collaborative multi-disciplinary team approach. Continuously promoting wellness, embracing innovation, and pursuing healthcare delivery excellence, we are committed to understanding and fulfilling our patient population's needs.

### **Established MAT Best Practices**

Our correctional healthcare experience, coupled with our experience treating this special population, positions us to effectively partner with COVE to implement comprehensive programming for inmates requiring MAT treatment at the Polk County facilities. YesCare provides a comprehensive, person-centered, substance use disorder treatment program utilizing medication-assisted treatment (MAT), counseling, behavioral health interventions, patient education and comorbidity management. We understand that the Second Change Grant is for a new program at Polk County, and we are eager to partner with COVE to share best practices we have identified within our other MAT programs across the country. These best practices will help us to implement an effective, efficient approach appropriate for the County.

### **Site Leadership:**

- Margie Gomez, MD – Site Medical Director
- Racquel Funcheon, LMHC-QS – Director of Behavioral Health
- Masonda Wheatly, RN, CCHP – Health Services Administrator
- Kristina Murray, RN – Director of Nursing, Polk South
- Jocelyn Williams Holmes, RN – Director of Nursing, Polk Central

### **Regional Leadership:**

- Karen Davies, RN, BSN, CCHP – Senior Vice President, Community Operations
- Paula Mangarella, RN, CCHP – Regional Vice President
- Jerry Edward "Ed" Robbins, II, MD, CCHP – Regional Medical Director

### **Corporate Leadership Program Support:**

- Ayodeji "Greg" Ladele, DO, MBA – Chief Medical Officer
- Joseph Pastor, MD, CCHP – Chief Psychiatry Officer
- Anthony Waters, PsyD – Chief Behavioral Health Officer

# KAREN P. DAVIES, RN, BSN, CCHP

## Senior Vice President, Community Operations

As Senior Vice President, Community Jails, Ms. Davies is responsible for the delivery of contract services within YesCare's community business line in the Southeast. She is accountable for the achievement of operational, financial, and clinical goals, working collaboratively to determine, execute, and monitor the strategic direction and plan for YesCare. She ensures strategies are translated and effectively implemented throughout assigned operations.

In conjunction with executive medical leadership, Ms. Davies is responsible for establishing and maintaining effective clinical quality oversight. She assists with client retention and development activities and ensures adherence to contract requirements and effectiveness of outcomes. She oversees the negotiation of contract terms, amendments, extensions, and bids within the business line.

With over 40 years of healthcare management and care delivery experience, Ms. Davies joined the YesCare team in 2018 from Armor Correctional Health where she served as Senior Vice President overseeing jail operations. This included medical, mental health, pharmacy, utilization management, quality improvement and accreditation for three states. Ms. Davies' correctional health program management experience includes multi-facility correctional health services in multiple states, with significant involvement in Florida. She successfully transitioned, managed, and gained accreditations for some of the largest and most comprehensive jail medical programs throughout Florida.

Ms. Davies has a distinguished military career, serving over 20 years in the U.S. Army Reserves and retiring as Lieutenant Colonel after serving in Afghanistan, Iraq, and Haiti. She also served four years in the U.S. Navy.

## EDUCATION

- BSN, State University of New York, Plattsburgh, NY, 1994
- A.A.S. - Nursing, Sage Junior College, Albany, NY, 1982

## PROFESSIONAL EXPERIENCE

- **Senior Vice President – Community Corrections, YesCare (f/k/a Corizon Health., April 2020 – Present.**
- **Vice President of Operations – Community Jails, YesCare, Brentwood, TN, November 2018 – April 2020.**

As Vice President of Operations for Community Corrections, Ms. Davies works with the Senior Vice President – Community Corrections, to provide leadership to YesCare's community corrections program. In this capacity, she is accountable for overall operational and contractual performance.



- **Senior Vice President, Armor Correctional Health Services, Miami, FL, 2006 – 2018.**  
Responsible for administering all facets of 14 multi-million-dollar comprehensive health care services contracts located in three states with five direct reports (two Regional Vice Presidents, two Regional Managers and a System Administrator).
  - Responsibilities included oversight and management of Mental Health Services, Medical Services, Specialty Clinics, Pharmacy Utilization, Hospital Utilization, subcontracts, Quality Improvement and Accreditation.
  - Responsible for monitoring and reducing opportunities for liquidated damages.
  - Led the organizations in successfully passing National and State Accreditations. Broward County Sheriff's Office (BSO) was awarded "NCCHC Facility of the Year" from among 500 jails and prisons nationwide and is also accredited with ACA, FMJS and FCAC.
  - Also responsible for several facilities with ICE Accreditation.
  - Additional responsibilities:
    - Focus on Utilization Management and Case Management to ensure patients are receiving services at the appropriate level of care
    - Served on Policy and Procedure Committee to ensure all policies reflect best practices
    - Advised Regional Vice Presidents (RVPs) and Regional Managers (RMs) on best practices to accomplish optimum management of site budgets.
    - Advised Chief Executive Officer (CEO) and Chief Operating Officer (COO) regarding opportunities to enhance organizational health services operations
    - Developed and implemented training programs for health care staff and security staff
    - Participated in Corporate Continuous Quality Improvement Committee
    - Advised CEO and COO regarding new business strategic planning
  
- **Vice President Clinical Operations, ActiveHealth Management, Chantilly, VA, 2005 – 2006.**
  - Oversight of day-to-day operations of 75 Registered Nurses providing Disease Management, Case Management and Utilization Management services to over one million members.
  - Assisted in the development and implementation of programs and services. This included analysis of current programs and enhancements to programs, as needed.
  - Responsible for the policy, process and budget operations of ActiveHealth's clinical programs in accordance with corporate goals under the direction of the Chief Operating Officer.
  - Set operational goals and objectives.
  - Managed and monitored the daily operations of Medical Management staff according to policies and procedures to ensure all utilization and case management activities were accurate, consistent, and performed in a timely manner.
  - Tracked performance and adjusted processes, staffing and workload allocation, as necessary, to meet standards.
  - Analyzed and reported performance to management.
  
- **Director of Claims, Sierra Military Health Services, Inc., Baltimore, MD, 1998 – 2005 (Company Closed).**
  - **Director of Claims, 2002 – 2005.**
    - Primary liaison between SMHS and the Fiscal Intermediary/Claims Processor for this large healthcare company on a \$1.4 billion contract with the Department of Defense. Under this contract, Sierra administered the healthcare benefit to approximately 1.3 million active duty

- and retired military and their family members in the 13-state area from Northern Virginia to Maine.
- Responsible for daily operational interface with claim subcontractor's management team on business, technical, financial and contractual matters. Oversaw subcontractor operations, provided direction and guidance to ensure that operational performance was within contract requirements.
  - Monitored and oversaw the claims operation which processed approximately 1 million claims per month. Ensured that claims processing standards of 95% of all retained claims processed in 30 days and 100% of all retained claims processed in 60 days were met.
  - Made recommendations to the Vice President, Claims & Enrollment for necessary improvements in operational efficiencies and accuracy. Implemented and ensured full compliance with SMHS medical policies and procedures within the claims operation and coordinate periodic review and update of such policies with the Vice Presidents of Health Services and Medical Management.
  - Participated in the review and implementation of all government-directed Change Orders impacting claims processing. Developed, reviewed and revised claims adjudication rules when necessary.
  - Prepared and analyzed trends from the required reports describing the outcomes and compliance of Claims Management efforts for submission to the Utilization Management Subcommittee and Quality Directorate.
  - Chaired, facilitated and /or attended meetings with claims processing subcontractor's operations and technical staff facilitating a continuous open exchange of information. Attended and participated in monthly Quality Directorate Meetings. Assisted with identification, review, and research of claim recovery projects.
- **Director, Health Services, 1998 – 2002.**
    - Five direct reports and 100 staff members
    - Oversight of Case Management Retrospective Review, Reconsideration and Appeals, Concurrent Review, Pre- Authorization, Clinical Trainers and Clinical Fax Departments. Review nurses process approximately 15,000 clinical orders per week. Case Management serviced approximately 250 cases.
    - Implemented Baltimore (corporate office) based functions of SMHS Utilization Management Plan and Program for the 1.3 million Military Health Services System beneficiaries in Region 1.
    - Responsible for daily operations of Specialty and Transplant Case Management. Resource to Case Managers providing services to approximately 250 inpatient and outpatient clientele.
    - Prepared appropriate reports and provided verbal updates to the Vice President, Health Services regarding the status of cost savings, clinical workload distribution, contract compliance, customer service issues and progress towards corporate and department goals.
    - Interfaced with providers and Department of Defense representatives regarding all aspects of Utilization Management/Case Management and other Health Services activities.
    - Analyzed data and prepared reports regarding Health Services activities for submission to the Utilization Management Committee and Quality Directorate.
    - Created department objectives that supported company goals.
  - **Health Services Administrator, EMSA Correctional Care, Burlington, VT, 1996 – 1998.**

Managed and evaluated health care provided to 1,100 inmates in the State of Vermont and 2,500 inmates in the Westchester County Jail, New York. Eight direct reports. Oversaw the Utilization Review process to ensure compliance with managed care policies and procedures. Completed monthly statistical reports. Implemented Quality Improvement, Infection Control and in-service education. Developed disaster plan for health services and implemented annual disaster drills. Completed physical exams, labs, assessments, and implemented nursing protocols. Directly supervised staff, scheduling and completed staff evaluations.

- **Regional Infection Control Nurse, New York State Department of Correctional Services, Dannemora, NY, 1988 – 1996.**  
Duties included supporting facility staff in implementing systems designed to evaluate, diagnose, treat and follow-up cases of Infectious Disease within a facility housing 2,800 inmates and 1,500 employees. Served as a liaison between state and county health departments, reporting any discrepancies of information or concerns to the CIDC. Established and maintained liaison with Infection Control counter parts at the community-based hospitals. Conducted routine inspections of the Health Care Units. As Blood Exposure Response Team (BERT) Coordinator, developed and implemented a statewide departmental program addressing post-exposure counseling, consultation, and staff training. This program was made available to all New York State Correctional employees. Received the New York State Governor’s Award for developing this program.
- **Nursing Supervisor, Pinecrest Rehabilitation Hospital, Delray Beach, FL, 1986 – 1988.**  
Oversaw and managed the delivery of health care in a 60-bed physical rehab hospital. Supervised, scheduled and evaluated staff.
- **Charge Nurse, Cedars Medical Center, Miami, FL, 1984 – 1986.**  
10 Bed Open Heart Unit
- **Head Nurse/Staff Nurse, Traveling Nurse Assignments, Texas, Florida and California, 1982 – 1984.**  
Worked in Open Heart, Intensive Care and Cardiac Care Units

## LICENSURE

- RN, Florida, New York and South Dakota

## CERTIFICATIONS

- Certified Correctional Healthcare Provider (CCHP)
- CPR Certified

## MILITARY

- Retired Lieutenant Colonel
- Bronze Star Medal
- United States Army Reserve, 1991 – 2012
- United State Army Reserve, Haiti, June – July 2010



- Provided Medical Support under Task Force Kout Man
- **United State Army Reserve Deployment, Iraq, 2004 – 2005**
  - Coalition Military Assistance Training Team (CMATT)
  - Multi-National Security Transition Command-Iraq (MNSTCI)
- **Chief Medical Instructor, 2004 – 2005**
  - The Coalition Military Assistance Training Team supports the Iraqi Ministry of Defense (MoD) and Joint Headquarters (JHQ) as they man, train, equip, base, and sustain Army, Air Force, and Navy units throughout Iraq until they achieve operational readiness in order to support Multi-National Security Transition Command-Iraq (MNSTC-I) and Multi-National Force-Iraq (MNF-I) missions of building a unified, stable, and democratic Iraq.
  - Assigned as the only Combat Lifesaver Instructor to Camp Taji, Iraq, which housed 15,000 Iraqi Armed Forces. Provided Combat Lifesaver Course (CLC) to approximately 350 Iraqi Soldiers. All training was conducted to U.S. Army Standards.
  - Responsibilities included identifying and procuring all resources to conduct Combat Lifesaver Course. Through liaison meetings with an American Department of Defense Contractor, I was able to obtain a classroom, billeting for Iraqi students, dining facility, translated training aids, and Interpreter Services.
  - Trained three Local Nationals to be Combat Lifesaver Course Instructors to ensure this vital instruction could be carried out after my re-deployment.
  - Participated in several missions “outside the wire” with Iraqi Units (Mechanized Bde, Iraqi Intervention Forces, ING 5th Bde) as medical support, security and advisor. These missions included support at Traffic Control Points, Convoys, and house to house searches.
  - Provided medical support, security and advisement for Iraqi Mechanized Brigade on a four-day mission during the January 2005 elections in Baghdad.
- **Assistant Head Nurse/Unit Infection Control Nurse, United States Army Reserve Deployment, U. S. Army Combat Support Hospital, Bagram, Afghanistan, 2003 – 2004**
  - Deployed in a Combat Zone as the Assistant Head Nurse covering the 20 bed Intermediate Care Ward and 10 bed Emergency Room provided care to approximately 12,000 American and Coalition Soldiers. Also provided care to adult and pediatric Afghan Local Nationals.
  - Staff Officer in charge of Smallpox Vaccination Program for the entire Combined Joint Task Force stationed in Afghanistan. Coordinated, planned and implemented this program for 7,000 American soldiers.
  - Planned and executed remote missions with American Special Forces. These missions included travel by foot to remote villages providing health care to over 3,000 villagers.
  - Provided direct supervision of care provided to patients whose conditions varied from acute to serious. Directed and participated in preventive, therapeutic and emergency nursing care duties within a Level III Combat Support Hospital.
- **United States Navy Active Duty, 1975 – 1979**



# RACQUEL FUNCHEON, MA, LMHC-QS

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## Director of Behavioral Health

As Director of Behavioral Health, Ms. Funcheon is responsible for the development, implementation, clinical supervision, and monitoring of a mental health delivery program meeting NCCHC and ACA standards. She works collaboratively with the site Medical Director, Psychiatrist, and Health Services Administrator as well as YesCare's regional and corporate behavioral health staff to coordinate behavioral health services in alignment with community standards of care and contract requirements.

## EDUCATION

- Master's Degree, Mental Health Counseling, Webster University, FL
- Bachelor of Science, Criminology, University of South Florida, FL

## PROFESSIONAL EXPERIENCE

- **Director of Behavioral Health, YesCare Corp., Bartow, FL, May 2021 – Present.**
  - Assessed up to 40 suicide watches and ensured safety of patients in a safe environment.
  - Completed and maintained 20-30 suicide follow ups and sick calls daily ensuring all patients were assessed and referred to psychiatry timely keeping low to 0 backlog on both sites for behavioral health and psychiatry.
  - Manages two sites with over 3,000 patients and coordinates staffing for coverage for both sites.
  - Attends all required staff and scheduled meetings with detention with prepared status reports on stats and patients.
  - Prepares timely psychological autopsy, timelines, and other stat reports monthly.
  - Responds to emergency crisis situations and deescalated patients from self-harm and suicidal tendencies and monitors daily to maintain their safety.
- **Mental Health Professional, YesCare Corp., Bartow FL, July 2018 – May 2021.**
  - Assessed up to 40 suicide watches and ensured safety of patients in a safe environment.
  - Completed and maintained 20-30 suicide follow ups and sick calls daily ensuring all patients were assessed and referred to psychiatry timely keeping low to 0 backlog on site.
  - Responded to emergency crisis situations and deescalated patients from self-harm and suicidal tendencies and continued to monitor daily to maintain their safety.
- **Inpatient Clinical Supervisor, Peace River Center, Bartow, FL, May 2017 – May 2018.**
  - Completed and maintained client-related documents, including treatment plans, Locus Assessments, Risk Assessments, and progress notes as well as proper discharge planning in the CSU for up to 32 patients in a day.
  - Completed family meetings to include education of suicide awareness/prevention, safety plans, coping skills, anger management, and other therapeutic interventions for children to succeed outside the CSU.

- Completed 12 monthly chart reviews to ensure patients are receiving quality care and documentation is accurate for insurance payments to be completed.
  - Provided supervision to up to 6 clinicians for performance appraisal and training/development.
  - Completed clinician's payroll timely each week.
- **Mental Health Clinician, LifeShare LLC, Lakeland, FL, July 2015 – March 2017.**
    - Evaluated effectiveness of counseling programs on clients' progress with a caseload of over 30 in resolving identified problems and moving towards defined objectives.
    - Modified treatment activities or approaches as needed to comply with changes in clients' status.
    - Completed and maintained client-related paperwork, including federal- and state-mandated forms, client diagnostic records, and progress notes as well as properly discharged over 30 clients in less than a weeks' time.
    - Prepared and maintained all required Bio-psychosocials, treatment plans, records and monthly reports.
- **Mental Health Clinician, H.E.A.D.S., Plant City, FL, February 2016 – August 2016.**
    - Evaluated the effectiveness of counseling programs on clients' progress in resolving identified problems and moving towards defined objectives
    - Modified treatment activities or approaches as needed to comply with changes in clients' status
    - Completed and maintained client-related paperwork, including federal- and state-mandated forms, client diagnostic records, and progress notes
    - Prepared and maintained all required treatment plans, records and reports.
- **Career Specialist, Career Source Polk, Lakeland, FL, July 2014 – February 2016.**
    - Presented at orientations educating and recruiting individuals for the Florida Trade and the SEELC grants.
    - Sent out over 1,500 employment notifications to previous students informing certified students of employment opportunities so they could find employment to sustain themselves and their families.
    - Assisted in community events and job fairs by educating job seekers about social media and how to better market themselves for employment.
    - Revised over 20 resumes in 3 weeks by working with students and job seekers and highlighting their work skills to employers getting over 20% interviews from their online resumes.
- **Grief Counselor, GSH, Bethany Center, Auburndale, FL, June 2014 – January 2016.**
    - Conducted group counseling of 5-10 children or adults with topics associated with grief allowing clients to express their feelings in positive ways while learning positive coping skills.
    - Completed all case notes timely according to company standards.
    - Participated in community outreach for campaigning for United Way Funding for programs.
- **ESI/Child Protective Services Case Manager, Gulf Coast JFCS, Mulberry, FL, July 2010 – February 2014.**
    - Counseled caseload of over 25 individuals, groups, families, or communities regarding issues including mental health, poverty, unemployment, substance abuse, physical abuse, rehabilitation, social adjustment, child care, or medical care and referring them to community resources for services.

- Served as liaisons between students, homes, schools, family services, child guidance clinics, courts, protective services, doctors, and other contacts, to help children who face problems such as disabilities, abuse, or poverty
- Counseled parents with child rearing problems, interviewing the child and family to determine whether further action is required.
- Addressed legal issues, such as child abuse and discipline, assisting with hearings and providing testimony to inform custody arrangements.

## **AWARDS, APPOINTMENTS, AND CERTIFICATION**

- Certified Child Welfare Case, Florida Certification (2013 to 2015)

# MARGIE GOMEZ, MD

## Site Medical Director

As the Site Medical Director, Dr. Gomez is the responsible physician and health authority providing overall supervision for clinical services for the site to ensure appropriate delivery of on and off site necessary medical care. She works collaboratively with the on-site medical team as well as YesCare's regional and corporate clinical services team.

### EDUCATION

- San Juan Bautista School of Medicine, Caguas, PR, July 1992 – May 1996 (Magna Cum Laude)
- Bachelor of Science, General Science, Catholic University of Puerto Rico, Ponce, PR, August 1989 – May 1992 (Cum Laude)

### PROFESSIONAL EXPERIENCE

- **Site Medical Director, Polk County Jail, Frostproof FL, March 2013 – Present.**
- **Chief Medical Officer, UTICORP, San Juan, PR, August 2010 – February 2013.**
- **Emergency Room Physician, HIMA San Pablo Bayamon Hospital. Bayamon, PR, April 2008 – Present.**
- **Quality Director and Case Manager Director, UTICORP, San Juan, PR, August 2007 – July 2010.**
- **Cosmetic Procedures Assistant, Plastic Surgery Institute, August 2000 – Present.**
- **Medical Director, UTICORP, San Juan, PR, March 2005 – July 2007.**
- **Emergency Room Physician, Manati Medical Center, Manati, PR, July 1999 – March 2008.**
- **Medical Consultant, UTICORP, San Juan, PR, February 1998 – February 2005.**
- **Medical Auditor, UTICORP, San Juan, PR, August 1997 – February 1998.**

### PROFESSIONAL LICENSES, AWARDS AND CERTIFICATIONS

- Puerto Rico Board of Medical Examiners – License #13152
- General Science Department of the Catholic University Puerto Rico, Ponce, PR – Highest Academic Average.
- Microbiology, Pharmacology and Gross Anatomy – Honors

# AYODEJI “GREG” LADELE, D.O., M.B.A.

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## Chief Medical Officer

As Chief Medical Officer, Dr. Ladele supervises and directs the delivery of healthcare services for incarcerated patients in more than 50 correctional facilities throughout the country. His passion for the underserved and experience in strategic leadership align with the mission of YesCare’s clinical programs: To provide healthcare in a safe and efficient environment, using evidence-based healthcare and clinical practices for superior care delivery to all patients YesCare serves.

Dr. Ladele has utilized his operational and clinical expertise in managing various health facilities, including a hospital system in which he served a dual role as a Chief Health Officer and Medical Executive Director. In these roles, management included but not limited to a busy surgical Center, a multi-disciplinary, outpatient specialty clinic system, inpatient psychiatric units, and cancer treatment center including radiation and with all chemotherapy prepared on site for cost savings.

Dr. Ladele’s commitment to pursuing medicine took root during his undergraduate studies at Morehouse College in Atlanta, GA., where he graduated with Honors. He went on to complete his M.B.A. from Tennessee State University in Nashville, TN. Dr. Ladele received his medical degree from the University of Medicine and Dentistry of New Jersey (UMDNJ-SOM), then completed his medical training with a residency in Family Medicine (and concentration in urban population) from The Ohio State University Health system. He has also spent time abroad with international mission work in Zimbabwe and other third world countries, where he helped improve clinical outcomes for patients with chronic illnesses, such as Hypertension, Diabetes, as well learned more about HIV management. His international mission work also includes learning about innovative processes of COVID treatment and vaccination best practices in Nigeria with a visit in November 2021, in which Nigeria’s infection rates have been unexpectedly low throughout the pandemic.

With leading healthcare delivery from the onset of the COVID-19 pandemic, Dr. Ladele quickly began implementing multiple procedures to mitigate the illness’s institutional spread. Dr. Ladele has continued to use aggressive measures and has worked collaboratively with government health authorities, community health organizations, Infectious Disease specialists, and law enforcement partners for enhanced healthcare delivery of the incarcerated population that YesCare services. His commitment to robust community collaboration and the willingness of our community correctional partners to step in where needed has delivered significantly reduced COVID cases and transmission in the correctional facilities YesCare serves. This included adjusting pharmacological interventions weeks prior to community implementation, which was solely supported by evidence-based medicine. In addition, Dr. Ladele worked with several major hospital systems to develop “fast track pipeline”, which involved expedited triage of care of patients from the correctional facility to the emergency room with less exposure of COVID to our client partners and onsite staff receiving the patient back to the facility.

He continues to drive YesCare’s clinical best practices through the current pandemic with development of “White Glove Service”. As an example, Dr. Ladele developed an inspection process for all correctional facilities for optimization of COVID management that align, but in many instances are more aggressive than the CDC and WHO organizations for congregate settings. His action plans retained congruency with Infectious Disease Society of America, Advisory Committee on Immunization Practices, and with the



innovative practices derived from leading academic institutions across the country and from around the world.

## EDUCATION

- Family Medicine Residency (Urban Track), Ohio State University Medical Center, Columbus, Ohio, July 2010 – June 2013
- Rotating Internship, St. Joseph Medical Center, Reading, Pennsylvania, July 2009 – June 2010
- Doctor of Osteopathic Medicine (D.O.), UMDNJ – School of Osteopathic Medicine, Stratford, New Jersey, Spring 2009
- Master of Business Administration (M.B.A.), Tennessee State University, Nashville, Tennessee, Spring 2005
- Bachelor of Science (B.S.), Morehouse College, Atlanta, Georgia, Spring 2001

## PROFESSIONAL EXPERIENCE

- **Chief Medical Officer, YesCare Corp., Brentwood, TN, August 2020 – Present.**
- **Deputy Medical Director, Special Projects, YesCare Corp., Brentwood, TN, June 2019 – August 2020.**
  - Oversee the education and training of company policies and procedures to all field employees. Promoting and enforcing all policies and procedures with the senior leaders to ensure quality of care.
  - Work effectively with the Chief Medical Officer implementing initiatives at their directive. Ensuring clear, concise, compelling deliverables which engage others to achieve desired results.
  - Representing the CMO, evaluate quality of care, operational functioning (administration, offsite management and care, site workflows), and leadership abilities at all sites requested. Also develop relationships with the clients and represents the organization in a positive manner.
  - Assist and consult with the Chief Medical Officer to lead Special Projects ensuring completion to the goals of the organization.
  - Identify all best practices within each site and implement in all contracts across the organization.
  - Leads research and development of special projects as directed by the Chief Medical Officer.
  - Leads the identification and prioritization of special projects within field organization; oversees or manages project implementation.
  - Assist CMO in the management of project budgets.
  - Implement strategic initiatives from inception phase to closure phase.
  - Maintain active credentials required for employment by YesCare.
  - Participate in committee meetings as deemed necessary by YesCare leadership and its clients.
  - Manage companywide Pharmacy budget for 26 contracts, in which \$1.67M savings was reported in FY2020 with use of Business Informatics and Programming with site leadership and Pharmacy senior level leadership.
- **Regional Medical Director/Chief Medical Officer, YesCare Corp., Arizona Department of Corrections, April 2018 – June 2019.**
  - Responsible for the delivery of health care services to the Department's inmate population (34,000).



- Also provided utilization management oversight (inpatient/outpatient care and pharmacy utilization, quality improvement initiatives and reports, appropriate disease management, and training and education of providers.
- **Associate Regional Medical Director, Centurion, Reception Medical Center, Lake Butler, FL, May 2016 – March 2018.**
- **Associate Regional Medical Director, YesCare Corp., Reception Medical Center, Lake Butler, FL, August 2015 – May 2016.**
  - Participate in Continuous Quality and Safety Improvement functions, including clinical quality indicators, patient safety, and chart audits.
  - Adherence to UM programs specific to the contract requirements and adherence to corporate UM and clinical policies and procedures.
  - Provide comprehensive supervision for overall clinical services for Reception Medical Center including but not limited to: Ambulatory Surgical Services, Cancer Center (chemotherapy/radiation services), Dialysis Center, Outpatient Center (ambulatory medical services), Urgent Care, Hospital (100+ bed facility), Outpatient Specialty Clinics (Cardio, Renal, General Surgery, etc.)
  - Assist with the development of medical audit criteria.
  - Provide direction and assistance to the on-site quality improvement program, including review of grievances and development of corrective action plans involving inmates and staff complaints.
  - Serve as discussion leader for selected in-service training classes.
  - Monitor referrals to outside health care facilities and continued inpatient care for appropriateness, quality, and continuity of care.
  - Consult with medical providers in the community to timely resolve issues involving delivering of health services to inmates.
  - Serve as a professional resource for all physicians working at the facility(s).
  - Be available for the staff and client to expeditiously address any administrative or medical issues. Provide medical and correctional staff training and education regarding aspects of continuing care to inmate population, when requested.
  - Participate in committee meetings as deemed necessary by YesCare leadership and its clients.
  - Assist in screening, interviewing, and evaluating credentials of healthcare providers. Provide direct patient care when needed. Perform assignments and duties that are required/requested by the CMO, CCO and/or COO.
- **Medical Director, YesCare Corp., Northwest Florida Reception Center, Chipley, FL, March 2014 – July 2015.**
  - Responsible for performing complete physical examinations.
  - Collected comprehensive medical and social history to include a review of all body systems. Performed physical assessment in correlation with historical findings, records preliminary objective findings.
  - Examined and ordered appropriate diagnostic testing and provided necessary treatment and/or medications as required.
  - Served as Chairman of the Medical Audit Committee.
  - Consult with medical providers in the community to resolve issues in delivering services to inmates.

- Supervised the clinical services provided by the professional and paraprofessional staff. Annually review and approve clinical protocols, policies and procedures, and medical disaster plan.
  - Provided direction and assistance to the on-site quality assurance program including review and action on inmate complaints, and infection control.
  - Monitored referrals to outside healthcare facilities for appropriateness, quality, and continuity of care.
  - Sponsored physician assistants in compliance with the state law for correctional facilities. Served as a professional resource for all physicians working at the facility(s).
  - Assisted in screening, interviewing, and evaluating credentials of healthcare providers.
  - Served as discussion leader for selected in-service training classes. Represent the healthcare program in discussions with local civic groups or visiting officials.
- **Family Medicine Physician, Century Clinical Family Medicine, Daytona Beach, FL, September 2013 – February 2014.**
    - Responsible for performing complete physical examinations.
    - Collected comprehensive medical and social history to include a review of all body systems. Performed physical assessment in correlation with historical findings, records preliminary objective findings.
    - Examined and ordered appropriate diagnostic testing and provided necessary treatment and/or medications as required.
    - Referred selected cases to appropriate consultant specialists, when deemed necessary.
    - Referred patients requiring hospitalization to the local community hospital(s) for further evaluation.
    - Trained staff with current guidelines including but not limited to: Hypertension/Lipid Control (JNC-VIII and ATP III), In-House Diagnostic Testing, and Anti-Coagulation Algorithms for treatment of Cardiac/Thromboembolic diagnoses.
    - Special Interests: Men’s’ Health, Adolescent Medicine, and Hypertension/Lipid Pathology.

## LICENSURE

- Active, State of Florida Medical License
- Active, State of Arizona Medical License
- Active, State of Maryland Medical License
- Active, DEA Registration Number: Available upon request

## HONORS AND ACHIEVEMENTS

- National Health Services Corps Scholar, Full Four-Year Scholarship
- National Institute of Health, National Medical Association Fellow (2012)
- American Academy of Family Physicians (AAFP) Scholarship Recipient (2012)
- Ohio Academy of Family Physicians (OAFP) Scholarship Recipient (2012)
- National Heart, Lung, and Blood Scholar, Partial Academic Scholarship
- Georgia HOPE Scholar, Partial Academic Scholarship
- Amoco/BP Scholar, Partial Academic Scholarship
- Beta Kappa Chi: National Scientific Honor Society
- Psi Chi: National Psychological Honor Society

## LECTURES/PRESENTATIONS

- **Challenges of Culture Competency in Residency Training:  
Thinking Outside the Box**  
Ohio State University (January 2013)
- **How to Present to the MD**  
YesCare (July 2014)
- **Everyday Drugs That Are Abused:  
Oxybutynin and Dicyclomine**  
YesCare (August 2014)
- **Chest Pain:  
Beyond the Wall**  
YesCare (December 2014)
- **Organization Socialization:  
Attracting Great Talent of Today to Become Team Leaders of the Organization, Tomorrow**  
YesCare (March 2015)
- **Antibiotics:  
When to Use and not Use**  
YesCare (December 2015)
- **Thrombo-embolism:**  
YesCare (February 2016)
- **Leading Your Intergenerational Workforce Today to Become Successful Leaders of Tomorrow**  
NCCHC National Conference (November 2017)
- **Your Body:  
What You May Not Know Might Scare You! Scabies and More**  
YesCare (February 2019)

# PAULA J. MANGARELLA, RN, CCHP

## Regional Vice President

Ms. Mangarella serves as YesCare's Regional Vice President for four of the company's Florida accounts. She works closely with the Health Services Administrators at each of her sites to assure that contractual and accreditation obligations are being met. She also oversees the training of all new Health Services Administrators in Florida.

Ms. Mangarella served as the company's Health Services Administrator for the Manatee County Jail (2007-2010), Sarasota County Jail (2005-2007), and Charlotte County Jail (2004-2005). She has been with the company since 1996 serving from 1996 to 2002 as a staff LPN and later RN for the Mountain View Youth Correctional Facility in New Jersey. Ms. Mangarella resides in Port Charlotte, FL.

## EDUCATION

- Associate Degree in Nursing, Excelsior College, 2000
- Licensed Practical Nursing, Warren County Community College, 1992

## PROFESSIONAL EXPERIENCE

- **Regional Vice President, YesCare, June 2010 – Present**
- **Health Services Administrator, YesCare, Brentwood, TN, March 2004 – 2010.** Worked in Manatee County Jail from October 2007 to May 2010, Sarasota County Jail from June 2005 – September 2007 and Charlotte County Jail from March 2004 – June 2005.
  - Health Authority overseeing and meeting the medical needs of up to 1500 inmates
  - Successful implementation of site-specific contract obligations within each facility
  - Development and implementation of site-specific policies and procedures
  - Overseeing the recruitment and training of medical personnel at each site, most recently with 60 medical staff members
  - Preparation and successful completion of numerous inspections/accreditations:
    - Annual Florida Model Jail inspections
    - 1 initial NCCHC Accreditation
    - 1 FCAC 3-year Re-accreditation
    - 1 ACA 3-year Re-accreditation
    - 2 U.S. Marshal's inspections
    - 1 INS inspection
  - Training of Health Service Administrators from other facilities:
    - Des Moines, IA
    - Santa Barbara, CA
  - Management of other sites for varied reasons, as needed:
    - St. Lucie County Jail, FL
    - Charlotte County Jail, FL



- **Director of Nursing, YesCare, Brentwood, TN, March 2003 – March 2004.**
  - Supervised the nursing staff to meet the medical needs of the inmate population
  - Worked closely with the Health Services Administrator to produce and implement policies and procedures to meet contractual and inspection/accreditation requirements
  - Utilized strong nursing clinical skills to meet the medical needs of up to 900 inmates
  - Worked closely with the Health Services Administrator to meet budgetary goals, most notably in the area of staffing
  
- **Staff Registered Nurse, YesCare, Brentwood, TN, August 2002 – March 2003.**
  - Utilized strong clinical and leadership skills as RN Charge Nurse, duties included:
    - Medication passes
    - Intake Screenings
    - History & Physical Screenings
    - Sick Call Assessments
    - Other duties as requested
  
- **Staff Registered Nurse/Staff Licensed Practical Nurse, YesCare, St. Louis, MO, Mountain View Youth Correctional Facility, Annandale, NJ, July 1996 – July 2002.**
  
- **Staff Licensed Practical Nurse, Somerset Medical Center, Somerville, NJ, October 1992 – January 1997.**

## PROFESSIONAL LICENSES AND CERTIFICATIONS

- Registered Nurse
- CCHP certified

## PROFESSIONAL ORGANIZATIONS

- NCCHC

# KRISTINA MURRAY, RN

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## Director of Nursing

As Director of Nursing at Polk South in Frostproof, FL, Ms. Murray oversees the nursing staff and overall nursing operations at the site. She is responsible for evaluating and directing all nursing employees, establishing goals for the nursing department, and creating and enforcing compliant healthcare policies. She also supervises and coordinates activities of nursing personnel in the patient care units, verifies that patients' needs are met, and evaluates unit nursing care and performance.

## EDUCATION

- RN, Jersey College School of Nursing, Tampa, FL (2015 – 2017)
- LPN, Jersey College School of Nursing, Tampa, FL (2012 – 2013)

## PROFESSIONAL EXPERIENCE

- **Director of Nursing, Polk County Jail, Frostproof, FL, February 2021 – Present.**
  - Supervises all nursing staff, unlicensed assistive personnel, and designated ancillary medical healthcare staff. Oversees departmental budgets and maintains healthcare supplies and medication management
  - Reports to higher management within the healthcare facility
  - Maintaining high standards of care for all patients
  - Manages patients' data and medical records as confidential records
  - Communicates with doctors, patients, and family members about patient healthcare needs
  - Recruiting, training, and onboarding new nursing staff and unlicensed assistive personnel
  - Participates in screening interviews with candidates for basic knowledge, skills and fit within the corrections environment
  - Providing ongoing education classes related to nursing and associated healthcare topics
  - Coordinates and monitors orientation, in-service, and continuing education for nursing and ancillary personnel to enhance performance levels
  - Implements and monitors new procedures and training nurses on policies and procedures
  - Implements appropriate work structure and processes to accomplish goals for patient care specific to contract requirements and healthcare policy and procedures
- **UM Concurrent Review Senior/Skilled Nursing Facility Lead, Anthem, Tampa, FL, February 2019 – Present.**
  - Conducts pre-certification, inpatient, retrospective, out of network and appropriateness of treatment setting reviews within scope of licensure by utilizing appropriate medical policies and clinical guidelines in compliance with department guidelines and consistent with the member's eligibility, benefits, and contract.
  - Develops relationships with physicians, healthcare service providers, and internal and external customers to help improve health outcomes for members.

- Applies clinical knowledge to work with facilities and providers for care-coordination. May access and consult with peer clinical reviewers, Medical Directors and/or delegated clinical reviewers to help ensure medically appropriate, quality, cost effective care throughout the medical management process.
  - Assists manager with interviews, and training of new Skilled nursing employees Educates the member about plan benefits and contracted physicians, facilities and healthcare providers.
  - Refers treatment plans/plan of care to peer clinical reviewers in accordance with established criteria/ guidelines and does not issue medical necessity non-certifications. Facilitates accreditation by knowing, understanding, and accurately applying accrediting and regulatory requirements and standards.
- **RN Home Health Care, Family First Home Health Care, Brandon, FL, October 2018 – Present.**
    - Use the nursing process to plan and provide patient/family care. This includes assessing and evaluating needs and implementing effective care plans which are kept up to date, evaluated and documented. Coordinated patient care activities and maintained communication with other disciplines including nursing agency, pharmacist, and physician. Reviewed charts and meet with other health care professionals to ensure that patients receive appropriate levels of care. Facilitated admission and discharge processes. Taught the patient/family about the patient’s care needs and disease prevention. Followed appropriate infection control measures. Maintained accurate and timely record according to agency policy.
- **Charge Registered Nurse/Utilization Clinical Review, American Addiction Centers/Mental Health Facility – Riverview, FL, April 2016 – April 2019.**
    - Patient Triage, maintained strict responsibility for administration and control of all controlled substances and prescription medications in accordance with Federal, State, Organization, regulations, and patient specific Plan of Care. Observes, reported and recorded patient’s condition, symptoms, reactions, and clinical, emotional and physical standing. Monitored performance metrics in accordance with established policies and procedures. Assisted in developing discharge plan of treatment for redirection/ referral and synchronize transition of care with patient and/or family. Performed nursing, physical, and behavioral assessments upon patient admissions, confinement, and discharge. Implemented detox protocols as designated by the medical physician, assessed patients using nursing judgement and follow up with protocol when needed. Collaborated with the Medical Director, team leader, care coordinators, physicians, specialists, and other clinical staff to coordinate service and care issues. Provided high quality nursing care as directed by Physician’s orders, including patient examinations, treatments, diagnostics, specific tests, wound care, medication management, and routine procedures and any updates in patients computerized medical records. Conducted assessments to identify individual care needs to certify, authorize, and ensure member access to services designed to optimize member health care across the care continuum. Assisted with providing resources for members, recognizing rapid admissions and aftercare follow up barriers. Identified resident problems and emergency situations and initiates an immediate plan of action according to policies and procedures. Participated in formulation of patient’s Nursing Care Management and Treatment Plan.
- **Chronic Care Department Supervisor, Polk County Sheriff’s Office, Bartow, FL, February 2014 – April 2016.**

- Vitals, INR weekly checks, Drawing and monitoring blood results, assist MD with acute care, responding to patient emergencies, assess patients using nursing judgement and follow up with protocol when needed, BBP training for detention staff, implant TB skin tests, perform EKG, administer IM injections, lead and monitor wellness/FLU clinic for staff and inmates, Assist MD with sutures/staple, wound cultures and dressings.
- **LPN Supervisor, HCR ManorCare, Brooksville, FL, October 2013 – February 2014.**
  - Records patients' medical history, vital statistics, BS, test results in updates them in medical records. Monitor post-op vitals, fluids, reviewed post-op orders and oriented patients to rehab unit. Participates in a range of services, including skilled nursing care, assisted living, post-acute medical and rehabilitation care, hospice care, home health care and rehabilitation therapy. Responsible for supervision of nursing personnel to deliver nursing care and within scope of practice, coordinates care delivery, which will ensure that patient's needs are met in accordance with professional standards of practice through physician orders, center policies and procedures. Provides patient care ranging from assessment to development and implementation of care plans. Performs all tasks with a patient centered focus while seeking opportunities for improvement of processes and treatment when possible. Utilizes strong assessment skills to determine necessary patient care. Maintains patient charts and confidential files. Administers medications, treatments, wound care, Intramuscular and Subcutaneous injections, Insulin, IV antibiotics and therapy.
- **Deputy Sheriff, Hillsborough County Sheriff's Office, Tampa, FL, April 2007 – April 2012.**
  - Detention Deputy, Clinic Deputy, Tact Team, CIRT Team, Female Offender, Juvenile and Lockdown Deputy, Law Enforcement Physical Fitness Specialist.
- **Lead Drill Instructor, Juvenile Offender Basic Training Camp, Connell, WA, February 2004 – December 2005.**
  - Lead Drill Instructor, Case Manager for Juvenile Youth Offenders.
- **Correctional Officer/Drill Sergeant, Hampden County Sheriff's Office, Ludlow, MA, December 1997 – December 2004.**
  - Correctional Officer and Drill Instructor.

## AWARDS, APPOINTMENTS, AND CERTIFICATION

- IV Therapy Certification, State of Florida (2013 to Present)
- CPR and First Aid Certified, AHA, BBP, HIV and Medical errors

## MILITARY

- Staff Sergeant
- United States Army Reserve, 1995 – 2003

# JOSEPH M. PASTOR, M.D., CCHP

## Chief Psychiatry Officer

Dr. Pastor has over 30 years of medical practice experience and has extensive knowledge of the correctional, community, private and academic mental health sectors. He is an expert in the integration of physical and behavioral medicine and is trained in adult and child/adolescent psychiatry.

He has worked in correctional health care since 1998 and has served at YesCare in multiple roles since 2009 and was named Chief Psychiatric Officer in July 2016.

Dr. Pastor consults internationally on correctional health and suicide prevention. In April 2017 he presented on *Suicide Prevention* at La Spezia Penitentiary, La Spezia, Italy and *Extremist Ideology and Psychiatric Morbidity* at Ospedale di Santa Maria Nuova in Florence, Italy.

## EDUCATION AND TRAINING

- Master in E-Health and Telemedicine Management, Rome Business School, Rome, Italy, June 2019
- **Fellowships**
  - 7/94 – 6/95, Fellow in Child and Adolescent Psychiatry, Harvard University, Boston, MA
  - 7/93 – 6/94, Fellow in Child and Adolescent Psychiatry, Brown University, Providence, RI
- **Residency**
  - 7/90 – 6/93, Resident in Adult Psychiatry, Harding Hospital and Riverside Methodist Hospital, Columbus, OH (now The Ohio State University)
- **Doctor of Medicine**
  - 1990, The Ohio State University College of Medicine, Columbus, OH
- **Post-Baccalaureate Study**
  - 1982, Case Western Reserve University, Cleveland, OH
- **Undergraduate Studies**
  - 1982, Bachelor of Arts, Hiram College, Hiram, OH

## PROFESSIONAL EXPERIENCE

### *Administrative*

7/16-present	Chief Psychiatry Officer, YesCare, Brentwood, TN
11/15-6/16	Chief Medical Officer, Community Reach Center, Thornton, CO
7/14-10/15	Regional Psychiatric Director, YesCare, Arizona
1/14-10/14	Lead Psychiatrist, YesCare, Florida Department of Corrections
2/12-10/13	Chief Mental Health Officer/Corporate Psychiatrist, YesCare, Brentwood, TN
6/11-1/12	Vice President Behavioral Health, YesCare, Brentwood, TN (merger occurred between PHS Correctional Healthcare and Correctional Medical Services)
11/09-6/11	Associate Chief Mental Health Officer/Chief of Psychiatry, PHS Correctional Healthcare, Brentwood, TN
1/09-3/10	State of Colorado Department of Health Care Policy and Finance, Pharmacy and Therapeutics Committee Member



7/09-10/09 Physician Advisor, Peer Clinical Reviewer, Magellan Health Services  
 5/09-11/09 Chief Medical Officer, Behavioral Healthcare, Inc., Denver, CO  
 1/07-3/10 Alternate, Drug Use Review Board, State of Colorado  
 1/06-12/08 Consultant, Adult and Child Psychiatry, Comprehensive Neuroscience, Inc.  
 1/06-3/10 Colorado Physicians' Congress for Health Care Reform  
 1/06-5/09 Medical Director, Behavioral Healthcare, Inc., Denver, CO  
 1/05-5/09 Clinical Supervisor, Genoa Pharmacy, Thornton, CO  
 1/04-12/06 Associate Medical Director, Behavioral Healthcare, Inc., Denver, CO  
 1/03-12/05 Colorado Psychiatric Society Advisory Committee to State Department of Mental Health Services  
 10/02-5/09 Chief Clinical Officer and Medical Director, Community Reach Center, Thornton, CO  
 2/98-12/00 Clinical Director of Child and Adolescent Services, University Hospital/Laurelwood Hospitals, Independence Office, Cleveland, OH  
 7/95-8/96 Director of Child and Adolescent Psychiatry, United Behavioral Health, Columbus, OH

***Clinical***

7/14-10/15 Regional Psychiatric Director, YesCare, Arizona Department of Corrections  
 1/14-10/14 Lead Psychiatrist, YesCare, Florida Department of Corrections, Clermont, FL  
 6/11-10/13 Psychiatrist, Corizon (merged PHS Correctional Healthcare and Correctional Medical Services), Brentwood, TN  
 12/09-6/11 Psychiatrist, PHS Correctional Healthcare, Brentwood, TN  
 1/06-12/08 Clinical Lead, State of Colorado Department of Health Care Policy and Finance, Colorado Behavioral Pharmacy Management Program  
 1/05-3/10 Volunteer Psychiatrist, Colorado Physicians Health Program  
 9/05-10/07 Consulting Psychiatrist, North Suburban Medical Center, Northglenn, CO  
 10/02-5/09 Chief Clinical Officer, Community Reach Center, Thornton, CO  
 10/02-5/09 Adult, Child and Adolescent Psychiatrist, Community Reach Center, Thornton, CO  
 1/01-10/02 Adult, Child and Adolescent Psychiatrist, Mental Health Corporation of Denver, Denver, CO  
 2/98-12/00 Consulting Child and Adolescent Psychiatrist, Cuyahoga County Juvenile Detention Center, Cleveland, OH  
 2/98-12/00 Adult, Child and Adolescent Psychiatrist, University Hospitals/Laurelwood Hospitals, Cleveland, OH  
 9/96-11/97 Consulting Child and Adolescent Psychiatrist, Buckeye Ranch, Columbus, OH  
 9/96-11/97 Consulting Child and Adolescent Psychiatrist, VistaHealth, Lancaster, OH  
 9/96-11/97 Consulting Child and Adolescent Psychiatrist, New Horizons Youth and Family Center/Concord Counseling, Westerville, OH  
 7/95-8/96 Consulting Child and Adolescent Psychiatrist, Columbus Children's Hospital, Columbus, OH  
 7/95-8/96 Child and Adolescent Psychiatrist, Riverside Methodist Hospitals, Columbus, OH  
 7/95-8/96 Child and Adolescent Psychiatrist, Harding Hospital, Worthington, OH  
 7/95-8/96 Child and Adolescent Psychiatrist, United Behavioral Health, Columbus, OH

**ACADEMIC APPOINTMENTS**

1/19 to Present Professor, Rome Business School, Rome, Italy



6/11-5/16	Assistant Clinical Professor of Psychiatry, Vanderbilt University School of Medicine, Nashville, TN
1/07-3/10	Assistant Clinical Professor of Psychiatry, University of Colorado School of Medicine, Denver, CO
1/01-12/06	Clinical Instructor in Psychiatry, University of Colorado School of Medicine, Denver, CO
2/98-12/00	Clinical Instructor in Psychiatry, Case Western Reserve University College of Medicine, Cleveland, OH
7/95-11/97	Clinical Assistant Professor of Psychiatry, Ohio State University College of Medicine, Columbus, OH
7/94-6/95	Clinical Fellow in Child and Adolescent Psychiatry, Harvard Medical School, Boston, MA
7/93-6/94	Clinical Instructor in Child and Adolescent Psychiatry, Brown University School of Medicine, Providence, RI

## TEACHING RESPONSIBILITIES

1/19-Present	Professor, E-Health and Telemedicine Management, Rome Business School, Rome, Italy
1/14-10/14	Supervisor, General Psychiatry residents, Nova Southeastern University, Fort Lauderdale, FL
6/11-5/16	Supervisor and Clinical Faculty, Vanderbilt University School of Medicine, Nashville, TN
1/07-12/08	Resident Education Committee – University of Colorado School of Medicine
1/04-5/09	Supervisor – American Psychological Association Internship, Community Reach Center
1/01-3/10	Supervisor – University of Colorado School of Medicine Department of Psychiatry Residency Program, Denver, CO
1/01-3/10	Clinical Faculty – University of Colorado School of Medicine, Second Year Medical School Human Behavior Course – Denver, CO
1/01-3/10	Attending Psychiatrist – University of Colorado School of Medicine, Core Psychiatry Clerkship Third/Fourth Year, Denver, CO
1/01-10/02	Supervisor – Mental Health Corporation of Denver, Denver, CO
2/98-12/00	Supervisor – University Hospitals Department of Psychiatry Case Western Reserve University School of Medicine, Cleveland, OH
2/98-12/00	Supervisor – University Hospitals/Laurelwood Hospitals, Cleveland, OH
9/96-11/97	Supervisor – New Horizons Youth and Family center/Concord Counseling, Westerville, OH
7/95-8/96	Pediatric/Psychiatric Collaborative Rounds – Columbus Children’s Hospital, Columbus, OH
7/95-8/96	Supervisor – United Behavioral Health Plan, Columbus, OH

## AWARDS AND HONORS

2019	Special Award, Best Dissertation, Rome Business School, Rome, Italy
2007	Service Award, Colorado Child and Adolescent Psychiatry Society
2004	Outstanding Achievement Award for Medical Student Education and Child Psychiatry, University of Colorado School of Medicine, Denver, CO
2003	Nominated for American Psychiatric Association National Award for Excellence in Education
2002	Outstanding Achievement Award for Teaching, University of Colorado School of Medicine, Denver, CO
1995	Key Contributor Award, United Behavioral Health, Columbus, OH



- 1988 Letters of Commendation, Internal Medicine, Obstetrics and Gynecology,  
Family Medicine
- 1987 Honors in Neuroanatomy

## PROFESSIONAL MEMBERSHIPS

- 12/16-present Colorado Child and Adolescent Psychiatry Society
- 3/12-present American Society of Professional in-Patient Safety
- 6/10-present Academy of Correctional Health Professionals
- 3/10-11/15 Tennessee Child and Adolescent Psychiatry Society
- 12/09-3/10 National Assembly Delegate, AACAP
- 1/08-12/08 Past President, CCAPS
- 1/07-12/07 President, Colorado Child and Adolescent Psychiatry Society (CCAPS)
- 1/06-12/06 President-Elect, Colorado Child and Adolescent Psychiatry Society
- 1/05-12/05 Program Chair, Colorado Child and Adolescent Psychiatry Executive Committee
- 2001-3/10 Colorado Child and Adolescent Psychiatry Society
- 1/97-12/99 Committee Member, American Academy of Child and Adolescent Psychiatry
- 1993-present American Academy of Child and Adolescent Psychiatry (AACAP)

## PUBLICATIONS

Pastor, Joseph. "Is it Real", Corrections Forum Magazine, 2010.

Kashani, Pastor. Seasonal Affective Disorder in Child and Adolescent Psychiatry, 2002

Findling, Pastor. Atypical Antipsychotics, Psychiatric Times, March 2000.

Male with Pineal Gland Pathology, National Academy of Neuropsychology, November 1994.

Paradise, Sadri, Akins, Pastor. Effect of Antihypertensive Therapy with Captopril and Hydrochlorothiazide on Left Ventricular Function, Federal Proceedings, March 1, 1983, Vol. 42, No. 3.

## PRESENTATIONS

E-Health and Telemedicine: Special Populations-Prisoners and Refugees, Rome Business School, Rome Italy, January 2019, June 2019

Suicide Prevention; La Spezia Penitentiary, La Spezia, Italy, April 2017

Extremist Ideology and Psychiatric Morbidity, *Ospedale di Santa Maria Nuova*, Florence, Italy, April 2017

Near Hanging Injury- Risk and Prevention, Sollicciano Prison, Florence, Italy, April 2016

Suicide Prevention, Sollicciano Prison, Florence, Italy, May 2015

Mental Health in American Corrections, University of Siena School of Medicine, Siena, Italy, November 2013

Bipolar Disorder in Children and Adolescents, NJJDC, Atlantic City, NJ, September 2011

Clinical Management of Difficult Behaviors, NCCHC, Las Vegas, NV, July 2011

Telemedicine Integration of Primary Care and Mental Health, ATA, Tampa, FL, May 2011

Telemedicine Integration of Primary Care and Mental Health, ACHSA, Orlando, FL, April 2011

Telepsychiatry in Jails, New York State Sheriffs Association, Albany, NY, January 2011

Suicide Prevention, PHS Correctional Healthcare, Brentwood, TN, July 2010

Community Bridges Faith Conference, Lakewood, CO, May 2008

Bipolar Disorder in Children and Adolescents, Community Reach Center, Northglenn, CO, 2007

Mood Disorders, Community Reach Center, Northglenn, CO, 2007

Psychiatric Disorders in the Foster Care Setting, Colorado Foster Care Parents Association, Grand Junction, CO, 2007

Ethics in Mental Health, Mental Health Institute at Fort Logan, Denver, CO, September 2007

Police Crisis Intervention Training (CIT), May 2007

Mental Health Disorders in the School Setting. Adams 12 School District, Northglenn, CO, April 2007

Psychopharmacology, Community Reach Center, February 2007

Police Crisis Intervention (CIT), January 2007

Behavioral Pharmacy Education Program, Denver, Colorado, October 2006

Police Crisis Intervention (CIT) Training, Mood Disorders and Psychiatric Medications, May 2006

Psychiatric Medications, Faith and Mental Health Conference, Denver, CO, May 2006

Attention Deficit Hyperactivity Disorder, Northglenn, CO, January 2006

Basic Psychopharmacology, Northglenn, CO, December 2005

Police Crisis Intervention Training (CIT), Psychiatric Medications, Commerce City, CO, February 2005

Police Crisis Intervention Training (CIT), Mood and Psychotic Disorders, Commerce City, CO, February 2005

Disruptive Behavior Disorders, Clinica Campasina, Thornton, CO, November 2004

Atypical Antipsychotics in Children; State of Colorado Health Care and Policy Forum, Denver, CO, April 2004

Clinical Trials Update. Alliance for the Mentally Ill, Thornton, CO, February 2004

Self-Care for Professionals. Morgan Community College, Fort Morgan, CO, August 2003

The Role of the Child and Adolescent Psychiatrist. Community Reach Center, Thornton, CO, July 2003

Accessing Mental Health Services. Mountainland Pediatrics, Thornton, CO, July 2003

Self-Care for Professionals. CACTE, Fort Collins, CO, July 2003

Psychiatric Medications. North Metro Services, Thornton, CO, April 2003

Assertive Community Treatment, Breckenridge, CO, September 2002

Attention Deficit Hyperactivity Disorder in Adults, Mental Health Corporation of Denver, Denver, CO June 2002

Mood Disorders in the Developmentally Disabled. Developmental Pathways, Denver, CO, 2002

Thought Disorders in Children and Adolescents. Mental Health Corporation of Denver, Denver, CO, March 2002

Thought Disorders in Adults. Mental Health Corporation of Denver, Denver, CO, March 2002

Psychiatric Medications. Family Crisis Center of Denver, Denver, CO, May 2001

Psychosexual Development. Case Western Reserve University School of Medicine, Cleveland, OH, March 1999

Psychopharmacology and Autistic Disorder, Case Western Reserve University School of Medicine, Cleveland, OH March 1999

Separation Anxiety Disorder, University Hospitals/Laurelwood Hospitals, Cleveland, OH, November 1998

Pemoline and Attention Deficit Hyperactivity Disorder, Fairfield County Hospital, Lancaster, OH, October 1996

Psychosexual Development, The Ohio State University of Medicine, Columbus, OH, April 1996

Working with Disruptive Children. United Behavioral Health, Columbus, OH, October 1995

The Pineal Gland and Psychopathology. Harvard University, Boston, MA, May 1995

Adolescent Psychosis and Pineal Gland Pathology, Brown University, Providence, RI, May 1994

## LICENSURE AND CERTIFICATION

2013 Florida - Active  
2010 Arizona - Active  
2010 Certified Correctional Health Professional  
2010 Tennessee - Active  
2010 Virginia - Active  
2010 Michigan - Active  
2009 Diplomate, Maintenance of Certification – American Board of Psychiatry and Neurology  
2001 Colorado - Active  
1999 Diplomate and Board Certified – American Board of Psychiatry and Neurology  
1995 American Board of Psychiatry and Neurology – Eligible, Child and Adolescent Psychiatry  
1993 Massachusetts - Active  
1990 Ohio - Active  
1990 Diplomate, National Board of Medical Examiners

# JERRY EDWARD “ED” ROBBINS, II, MD, CCHP

## Regional Medical Director

Dr. Robbins oversees the delivery of health care services for YesCare community corrections contracts in the Southeast. He works directly with YesCare’s Chief Medical Officer and on-site clinical and administrative personnel to ensure that safe and efficient health care services are provided at each facility.

Dr. Robbins is responsible for oversight of utilization management (inpatient / outpatient care and pharmacy utilization), quality improvement initiatives and reports, appropriate disease management and training and education of practitioners. He also collaborates with YesCare partners to assure their needs and expectations are adequately fulfilled, if not exceeded.

Prior to being named Regional Medical Director, Dr. Robbins served for two years as YesCare’s Medical Director at the Alabama Department of Corrections’ Limestone Correctional Facility in Decatur, AL. He has over 24 years of emergency department experience, 15 years of which were as the medical director.

## EDUCATION

- Internship/Residency, University of Mississippi, Jackson, MS, June 1993 – September 1994
- M.D., University of Alabama – Birmingham, Birmingham, AL, August 1989 – May 1993
- B.S., University of Alabama, Tuscaloosa, AL, August 1987 – August 1989

## PROFESSIONAL EXPERIENCE

- **Regional Medical Director - Southeast, YesCare, April 2018 to Present.**
- **Medical Director – Limestone Correctional Facility, YesCare, Decatur, AL, January 2016 to March 2018.**
- **Physician, Emergency Department – Decatur Morgan Hospital, Decatur, AL, September 2011 to Present.**
- **Director, Emergency Department – Parkway Medical Center, Decatur, AL, May 2007 to October 2013**
- **Director, Emergency Department - Woodland Medical Center, Cullman, AL, October 2001 to May 2007**
- **Physician, Emergency Department – Decatur General Hospital, Decatur, AL, August 1999 to October 2001**
- **Director, Emergency Department – Parkway Medical Center, Decatur, AL, November 1997 to August 1999**



- **Physician, Emergency Department – Parkview Medical Center, Vicksburg, MS, June 1996 to September 1997**
- **Director, Emergency Department – Madison County Medical Center, Canton, MS, September 1994 to June 1996**

## **LICENSES AND CERTIFICATIONS**

- MD, Alabama
- MD, Kentucky
- MD, Florida
- BLS, Current
- ACLS, Current
- ATLS, Current
- PALS, Current
- Drug Dependency
- Wilderness Medicine

## **PROFESSIONAL AFFILIATIONS**

- Certified Correctional Health
- Reserve Deputy Sheriff, Morgan County (AL)
- Medical Control Officer, Hartselle (AL) Fire Department
- Medical Control Officer, Priceville (AL) Fire Department
- Medical Control Officer, Hillsboro (AL) Fire and EMS Department
- Medical Control Officer, Faulkville (AL) Fire Department

## **MILITARY SERVICE**

- Alabama National Guard, 1990-1995
- U.S. Army Reserve, 1987-1995 (Honorable Discharge as Major)
- U.S. Army, Active Duty, 1983-1987 (Honorable Discharge as Sergeant)
  - Russian analyst with Top Secret SCI Clearance

# ANTHONY WATERS, PSYD

## Chief of Behavioral Health

As Chief of Behavioral Health, Dr. Waters provides consultation and operational support for behavioral health functions for YesCare contracts nationwide. He serves as coordinator of behavioral health services between and among YesCare's regional and site offices and YesCare's Central Office.

Prior to joining YesCare, Dr. Waters served as Director of Program and Staff Development of Mental Health Service at Correctional Health Services, New York City Health + Hospitals where, among other responsibilities, he designed and implemented innovative clinical programs and professional development initiatives, including multiple residential treatment units and the NYC DOC Crisis Intervention Team (CIT) program. Concurrently, he maintained a private practice specializing in training development and delivery for residential treatment centers, hospital systems and non-profits with a concentration in trauma, verbal de-escalation of crises, and forensic consultation.

Dr. Waters is a Licensed Clinical Psychologist with an undergraduate degree from Michigan State University and a doctorate from George Washington University. Recognized nationally for his expertise in psychology for corrections, Dr. Waters has presented to numerous organizations (including the National Commission on Correctional Health Care and American Psychological Association) on topics such as crisis intervention, diagnosing with the DSM-5, the challenges confronting psychologists working in correctional settings, and trauma-informed care with justice involved clients. His peer reviewed journal publications include articles on a clinical alternative to punitive segregation for seriously mentally ill patients and the value of training on dual loyalty to promote the care of vulnerable incarcerated individuals.

## EDUCATION

- Doctor of Psychology (PsyD), The George Washington University, Washington, DC, 2004 – 2008
- Bachelor of Arts, Psychology (BA), Michigan State University, East Lansing, MI, 1999 – 2003

## PROFESSIONAL EXPERIENCE

- **Senior Vice President, Chief of Behavioral Health, YesCare, Brentwood, TN, October 2018 – Present.**
- **Private Practice, Brooklyn, NY and Portland, OR, 2016 – Present.**
  - Training Development and delivery for residential treatment centers, hospital systems, and non-profits with a concentration in trauma, trauma-informed care, and verbal de-escalation of crises.
  - Organizational consultation.
  - Forensic assessment.

- **Director of Program and Staff Development, MH Service Correctional Health Services, NYC Health + Hospitals, New York, NY, 2015 – 2018.**
  - Design, implement, and evaluate high-profile, multimillion-dollar initiatives including the nation’s first jail-based, co-response Crisis Intervention Team (CIT) program.
  - Champion best practices through the conceptualization, development, implementation, and evaluation of transformative professional development initiatives.
  - Personnel and program management.
  - Develop and lead training sessions for officers and supervisors in the New York City Department of Corrections.
  - Policy development.
  - Staffing and budgeting.
  - Lead quality improvement projects.
  - Administrator on-call responsibilities.
  
- **Deputy Director of Mental Health and Director of New Initiatives, Correctional Health Services, New York City Department of Health and Mental Hygiene, New York, NY, 2013 – 2015.**
  - Oversight of YesCare’s contract to provide MH care across the approximately 11,000-inmate New York City Jail System.
  - Management of the 300-bed substance use counseling services.
  - Engage in strategic planning, draft policy, and secure funding.
  - Budget management.
  - Lead program development, implementation, and evaluation.
  - Provide clinical supervision.
  - Negotiate and collaborate with city agencies on issues related to health and security within the correctional institutions.
  - Monitor and ensure compliance with local, state, and federal regulations.
  - Design and implement intensive treatment unit that ended placement of seriously mentally ill individuals in solitary confinement.
  - Acting Executive Director of Mental Health from March 2014 to September 2014.
  
- **Clinical Supervisor, Rikers Island, New York, NY, 2011 – 2013.**
  - Direct mental health services on a 40-bed Dialectical Behavioral Therapy (DBT) treatment unit for patients diagnosed with mental illness in solitary confinement.
  - Direct mental health services on a 50-bed unit for patients with mental illness in solitary confinement.
  - Oversee a team of mental health professionals.
  - Conduct individual and group psychotherapy.
  - Conduct risk assessments.
  - Engage in program planning, development, and administration.
  
- **Supervising Psychologist, CHE Senior Psychological Services, New York, NY, 2010 – 2011.**
  - Determine the need for and intensity of psychological services to be provided.
  - Provide psychotherapy with long-term nursing and rehabilitation patients.
  - Provide consultation to medical and nursing staff.
  - Supervise postdoctoral students.

- **Psychologist, New York Police Department (NYPD), New York, NY, 2008 – 2012.**
  - Conduct risk assessment evaluations on candidates for the position of Police Officer within the NYPD.
  - Provide expert testimony in support of risk assessments.
  - Provide crisis intervention, risk assessments, trauma debriefing, and fitness for duty evaluations on members of the service following major incidents and during times of crisis.
  - Served in consultation role from December 2010 to October 2012.
  
- **Psychology Intern, Gouverneur Healthcare Services, New York, NY, 2007 – 2008.**
  - Conduct outpatient individual, group, family, and couple’s psychotherapy and intake evaluations with children, adolescents, and adults in a multicultural community setting.
  - Conduct outpatient personality, cognitive, and educational evaluations on patients of all ages.
  - Participate in weekly seminar series ranging in topics relevant to psychotherapy, evaluation, and professional development.
  - Maintain consistent contact with other members of the treatment team, including psychiatrists, nurse practitioners, and social workers.
  
- **Psychology Intern, Bellevue Hospital (Inpatient Rotation), New York, NY, 2007 – 2007.**
  - Conduct personality and risk evaluations on chronically and acutely mentally ill patients on the largest civil inpatient ward at the hospital.
  - Conduct intake evaluations on newly admitted patients.
  - Collaborate with interdisciplinary team.
  
- **Neuropsychology Extern, Walter Reed Army Medical Center, Defense and Veterans Brain Injury Center, Washington, DC, 2006 – 2007.**
  - Conduct neuropsychological evaluations on soldiers injured in active duty.
  - Collaborate with members of the interdisciplinary treatment team, including neuropsychologists, physicians, physician’s assistants, social workers, physical therapists, occupational therapists, and various other departments and professions based on patient injuries.

## RECENT PRESENTATIONS AND TRAINING

- Waters, A (2021). Applying the Risk-Need-Responsivity Principle and Sequential Intercept Model in Reentry Service Delivery. National Commission on Correctional Healthcare (NCCHC)
- Waters, A (2021). Trauma-informed care with aging adults. Jewish Association Serving the Aging (JASA)
- Waters, A. (2020). Clearing the storm: Verbal de-escalation skills to build resilience and adaptability with children and adolescents. The Child Center of NY.
- Waters, A. (2020). A two-part introduction to mental disorders and diagnosing with the DSM-5. Coalition for Behavioral Health Agencies.
- Waters, A. (2020). Trauma-informed care: Working with individuals recently involved in the legal system. John Jay Institute for Justice and Opportunity.
- Waters, A. (2020). Protecting our most vulnerable: An introduction to de-escalation to support aging and at-risk adults. Jewish Association Serving the Aging (JASA).

- Barber-Rioja, V., Waters, A., Garcia-Mansilla, A., Chen, M., Foellmi, M. (2019). Expanding the role of psychology in jail settings: Mental health reforms at Rikers Island. American Psychology and Law Society.
- Waters, A. (2019). The case for reentry: Employing creative solutions to promote a healthy transition to the community. Quality Correctional Care of MI Statewide Meeting.
- Waters, A. (2018). Brain, body, behavior: Understanding trauma and its relevance to the courts. The Practicing Law Institute.
- Waters, A. (2017). Verbal de-escalation of the agitated patient. 1-day training for Memorial Sloan Kettering Cancer Center.
- Waters, A. (2017). Utilizing crisis intervention teams to de-escalate mental health crises. Grand rounds presentation at Mid-Hudson Forensic Psychiatric Center.
- Barber-Rioja, V., Waters, A., Evans, T., Wingrove, T. (2017). Ethical and legal challenges confronting psychologists working in correctional settings. American Psychological Association Annual Convention.
- Waters, A. (2017). Realizing, recognizing, responding: An introduction to trauma-informed care. The Bronx District Attorney's Office.
- Waters, A. (2017). From crisis to calm: Verbal de-escalation skills to support resiliency. A 1-day training for the Coalition for Behavioral Health Agencies.
- Waters, A. (2017). From the manual to practice: Diagnosing with the DSM-5. A 1-day training for the Coalition for Behavioral Health Agencies.
- Waters, A. (2017). Introduction to the DSM-5: 1-day training. A training for the Coalition for Behavioral Health Agencies.
- Waters, A. (2017). New York Jail System crisis intervention teams: An innovative collaboration. National Commission on Correctional Health Care Annual Convention.
- Waters, A. (2017). How being trauma informed improves case management responses for justice involved clients. A training for the Center for Urban Community Services (CUCS).
- Waters, A. (2016). Introduction to the DSM-5: 1-day training. A training for the Coalition for Behavioral Health Agencies.
- Glowa-Kollisch, S., Waters, A., Ford, E. (2016). Crisis intervention teams at NYC's Rikers Island jails. American Public Health Association Annual Meeting.
- Waters, A., Gallagher, J. (2016). Crisis intervention teams in the NYC jail system: Unifying health and custody to change behavior. Crisis Intervention Teams International.
- Waters, A. (2016). Introduction to crisis intervention. Phoenix House
- Fleming, M., Waters, A., Leibowitz, N. (2015). Use of specialized units to manage and treat seriously mentally ill inmates in jail. National Conference on Correctional Health Care.
- Waters, A. (2015). Crisis intervention: Understanding the path from catastrophe to calm. New York City Department of Health and Mental Hygiene.
- Waters, A., Shea, S., Lowenstein, N., Landriscina, E. (2015). Barriers to care in the criminal justice system. Mental Hygiene Legal Services.
- Waters, A. (2014). New initiatives in the treatment of mentally ill incarcerated in the New York City jail system. Mental Hygiene Legal Services.
- Waters, A. K., Lee, G., Kuntz, M. (2013). Best practices in working with people with mental illness in New York City courts: Maintaining competency. Center for Urban Community Services.

## AWARDS, APPOINTMENTS, AND CERTIFICATION

- **Oregon Criminal Justice Commission Jail Health Care Standards Advisory Council (2022)**, Participant on the council to establish revised standards for healthcare delivery in Oregon jails
- Master Trainer, **TeamSTEPPS (2017)**
- **New York City Task Force on Behavioral Health and Criminal Justice (2014)**, Participant on the mayoral task force to improve care for the criminal justice involved individuals with mental health disorders.
- **Distinguished Service Award (2014)**, Awarded by the New York City Department of Health and Mental Hygiene in recognition of significant contributions beyond the scope of assigned responsibilities.
- **Certificate of Exemplary Managerial Performance (2014)**, Awarded by the New York City Department of Health and Mental Hygiene in recognition of significant contributions as a manager.

## PROFESSIONAL AFFILIATIONS OR MEMBERSHIPS

- Member, American Society for Quality (2020 to present)
- Member, American Psychological Association (2017 to Present)
- Member, Crisis Intervention Teams International (2016 to present)
- Member, International Society for the Study of Trauma and Dissociation (2004-2008)

## PUBLICATIONS

- Waters, A. (in press). Brain, body, behavior: Understanding trauma and its relevance to the courts. Mental Health Issues & the New York State Courts 2018. Practicing Law Institute.
- Glowa-Kollisch, S., Kaba, F., Waters, A., Leung, Y., Ford, E., Dickey, N., Venters, H. (2016). From punishment to treatment: The clinical alternative to punitive segregation (CAPS) program in NYC jails. *International Journal of Environmental Research and Public Health*, 13(2).
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- Waters, A. (Ed.). (2013). *Clinical Alternative to Punitive Segregation Treatment Manual*. New York, NY: A New Freedom.

# MASONDA WHEATLY, RN

## Health Services Administrator

As the Health Services Administrator (HSA), Ms. Wheatly is the chief administrative manager of the on-site health services department. She is accountable for the delivery of contract services and ensuring that YesCare complies with all aspects of the client contract. In addition to managing the site budget, Ms. Wheatly constructs and supervises an annual operational plan. She is responsible for developing and maintaining positive, professional, collaborative relationships with warden, supervisor, and other Polk County stakeholders ensuring customer satisfaction.

## EDUCATION

- Associates Degree in Nursing, Columbia College, Columbia, MO, 2005 – 2009

## PROFESSIONAL EXPERIENCE

- **Health Services Administrator, YesCare, Bartow FL, 2021 – Present.**
  - Provides oversight for three facilities in Polk County, Florida
  - Manage the healthcare delivery system and coordinates with the other departments within the facility
  - Manage the budget and financial performance of the site
  - Develops/supervises the facility operational plan
  - Directs activities of assigned staff
  - Manages labor and staffing according to contractual commitments and supervises staff scheduling
  - Interviews and oversees selection of staff
  - Conducts/coordinates initial new hire and annual training of staff
  - Ensures compliance with all company and client policies and procedures
  - Coordinates the Medical audit committee and facilitates monthly meetings
  - Secure and maintain accreditation/inspections
  - Coordinates with external health agencies for delivery of external services
  - Adheres to and enforces all safety and security policies and procedures
  - Ensures annual performance evaluations of personnel including peer reviews are completed
  - Ensures corrective action plans are completed accurately and timely
  - Provides corrective feedback to employees as warranted by policy
  - Exercises discretion and independent judgment in decision-making process, planning, directing, conserving, and controlling the management of the facility
  - Attends meetings as required with Regional and Corporate management and clients
  - Coordinates the Annual Health Services planning process for the site
  - Upholds rules and regulations to ensure patient confidentiality
- **Clinical Educator, YesCare, Jefferson, MO, 2020 – 2021.**
  - Provide comprehensive new employee orientation

- Complete New Hire required paperwork and documentation (I-9, PPD, and policy/procedure review, set up new employee files for site management)
  - Facilitate a smooth transition from onboarding to facility orientation
  - Develop employee training modules and skills development courses
  - Function as a resource to site staff for questions related to policy, procedure, and evidence-based practices.
  - Provide support to Regional Office staff and facility management staff with assistance with projects as assigned (CP Assessments, CQI, IRRs, Grievances, Policy Review, Family and Contract Monitor requests, Data Review, Risk Management, Infection Control)
  - Participate in H.S.A. Mentorship as assigned.
- **Sexual Assault Nurse Examiner (SANE Nurse), YesCare, Jefferson City, MO, 2015 – 2021.**
    - Respond to facilities as designated by on-call process by event
    - Collaborate with other members of the SART team
    - Complete forensic examination of patient and collect evidence based upon standards of evidence collection
    - Function as an expert witness in court.
  - **Health Services Administrator, YesCare, Jefferson City, MO, 2018 – 2020.**
  - **CQI Coordinator/Clinical Educator/SANE Nurse Coordinator, YesCare, Jefferson City, MO, 2015 – 2018.**
  - **Director of Nursing, YesCare, Fulton, MO, 2014 – 2015.**
  - **Assistant Director of Nursing and Floor Nurse (JCCC), YesCare, Jefferson City, MO, 2010 – 2014.**

# JOCELYN WILLIAMS HOLMES, RN

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## Director of Nursing

As Director of Nursing at Polk Central in Bartow, FL, Ms. Williams oversees the nursing staff and overall nursing operations at the site. She is responsible for evaluating and directing all nursing employees, establishing goals for the nursing department, and creating and enforcing compliant healthcare policies. She also supervises and coordinates activities of nursing personnel in the patient care units, verifies that patients' needs are met, and evaluates unit nursing care and performance.

## EDUCATION

- Bachelor of Science in Nursing, Missouri Western State University, Saint Joseph, MO (2008 – 2011)

## PROFESSIONAL EXPERIENCE

- **Director of Nursing, Polk County Jail, Bartow, FL, March 2022 – Present.**
  - Supervises all nursing staff, unlicensed assistive personnel, and designated ancillary medical healthcare staff. Oversees departmental budgets and maintains healthcare supplies and medication management
  - Reports to higher management within the healthcare facility
  - Maintaining high standards of care for all patients
  - Manages patients' data and medical records as confidential records
  - Communicates with doctors, patients, and family members about patient healthcare needs
  - Recruiting, training, and onboarding new nursing staff and unlicensed assistive personnel
  - Participates in screening interviews with candidates for basic knowledge, skills and fit within the corrections environment
  - Providing ongoing education classes related to nursing and associated healthcare topics
  - Coordinates and monitors orientation, in-service, and continuing education for nursing and ancillary personnel to enhance performance levels
  - Implements and monitors new procedures and training nurses on policies and procedures
  - Implements appropriate work structure and processes to accomplish goals for patient care specific to contract requirements and healthcare policy and procedures
- **Regional Clinical Educator, Centurion Health, Boise, ID, November 2021 – February 2022.**
  - Onboarding biweekly; Projects, educational materials, CQI, other duties as assigned: school affiliation agreements, data tracking of agency staff, credentialing, BLS classes, Education corrective action plans for state and facility specific.
- **Western Regional Clinical Educator, YesCare Corp, Jefferson City, MO, November 2016 – November 2021.**
  - Onboarding biweekly; Projects, educational materials, CQI, etc. Career Ladder development, various task/projects as assigned.

- **Assistant Director of Nursing, YesCare Corp, Saint Joseph, MO, September 2015 – September 2016.**
  - Registered Nurse: Chronic Care & Infection Control, Intake, Emergency Room, TCU, Weekend Call Nurse. Developed electronic training/reference materials for new nurses and enhanced offender CC education materials. Oversee CQI development for Chronic Care & Infection Control. As ADON, I perform as site CQI Coordinator and report findings/resolutions in staff meetings, supervisor meetings, and to regional office. Have taken the opportunity to travel to various Corizon sites for CC training purposes and other audit projects.
- **Co-Owner, Holmes Clinic of Chiropractic, Saint Joseph, MO, 2005 – 2012.**
  - Accounting, bookkeeping, advertising events, employee orientation, catering special events, and consultation.
- **Distribution Assistant (Floater), NPG Newspapers, Saint Joseph, MO, 2005 – 2007.**
  - Maintained independent delivery carrier relations; Documented & audited daily reports to optimize service.
- **Accounts Payable Coordinator, Health South Surgery Center, Creve Coeur, MO, 1999 – 2002.**
  - Managed company's largest multi-facility payables; Communicated closely with the Administrator, purchasing departments, & vendors regarding financial objectives, innovative products, & budgeting; Organized, documented and coordinated over \$150K in weekly transactions; Developed reports, databases, and introduced new ideas to facilitate and predict financial concerns.
- **Anesthesia Technician, Health South Surgery Center, Creve Coeur, MO, 1998 – 1999.**
  - Maintained inventory: restocked supplies, drug expirations, audit, etc.
  - Prepared Payroll, scheduled PRN Anesthesiologist & CRNA's; Maintained credentialing, employee files, and assisted as needed.

## **AWARDS, APPOINTMENTS, AND CERTIFICATION**

- Various work acknowledgments and nominations for employee of the month, perfect attendance, consistently superior annual reviews (2013 – 2021)
- Life Saving Award at Missouri Department of Corrections at WRDCC. Vice President of Operations award for life saving event (2013)
- Graduated with honors including Cum Laude and Sigma Theta Tau Nursing Honor Society; Recipient of Enright Family Scholarship, Marsha Cooper Nursing Scholarship, Hardman Scholarship; Inducted into Omicron Nu Chapter, Sigma Theta Tau Nursing Honor Society; Dean's Honor Roll, President's Honor Roll via Missouri Western State University (2009 – 2011)
- Missouri Certified Sexual Abuse Nurse Examiner, SANE Certified RN (2016 – Present)
- Student Nurses Association for MWSU; Vice President (2009 – 2011)

# JERRY EDWARD “ED” ROBBINS, II, MD

## Regional Medical Director

Dr. Robbins oversees the delivery of health care services for Corizon Health community corrections contracts in the Southeast. He works directly with Corizon Health’s Chief Medical Officer and on-site clinical and administrative personnel to ensure that safe and efficient health care services are provided at each facility.

Dr. Robbins is responsible for oversight of utilization management (inpatient / outpatient care and pharmacy utilization), quality improvement initiatives and reports, appropriate disease management and training and education of practitioners. He also collaborates with Corizon Health partners to assure their needs and expectations are adequately fulfilled, if not exceeded.

Dr. Robbins most recently served for two years as Corizon Health’s Medical Director at the Alabama Department of Corrections’ Limestone Correctional Facility in Decatur, AL. He has over 24 years of emergency department experience, 15 years of which were as the medical director.

## EDUCATION

- Internship/Residency, University of Mississippi, Jackson, MS, June 1993 – September 1994
- M.D., University of Alabama – Birmingham, Birmingham, AL, August 1989 – May 1993
- B.S., University of Alabama, Tuscaloosa, AL, August 1987 – August 1989

## PROFESSIONAL EXPERIENCE

- **Regional Medical Director - Southeast, Corizon Health, April 2018 to Present.**
- **Medical Director – Limestone Correctional Facility, Corizon Health, Decatur, AL, January 2016 to March 2018.**
- **Physician, Emergency Department – Decatur Morgan Hospital, Decatur, AL, September 2011 to Present.**
- **Director, Emergency Department – Parkway Medical Center, Decatur, AL, May 2007 to October 2013**
- **Director, Emergency Department - Woodland Medical Center, Cullman, AL, October 2001 to May 2007**
- **Physician, Emergency Department – Decatur General Hospital, Decatur, AL, August 1999 to October 2001**
- **Director, Emergency Department – Parkway Medical Center, Decatur, AL, November 1997 to August 1999**

- **Physician, Emergency Department – Parkview Medical Center, Vicksburg, MS, June 1996 to September 1997**
- **Director, Emergency Department – Madison County Medical Center, Canton, MS, September 1994 to June 1996**

## **LICENSES AND CERTIFICATIONS**

- MD, Alabama
- MD, Kentucky
- MD, Florida
- BLS, Current
- ACLS, Current
- ATLS, Current
- PALS, Current
- Drug Dependency
- Wilderness Medicine

## **PROFESSIONAL AFFILIATIONS**

- Reserve Deputy Sheriff, Morgan County (AL)
- Medical Control Officer, Hartselle (AL) Fire Department
- Medical Control Officer, Priceville (AL) Fire Department
- Medical Control Officer, Hillsboro (AL) Fire and EMS Department
- Medical Control Officer, Faulkville (AL) Fire Department

## **MILITARY SERVICE**

- Alabama National Guard, 1990-1995
- U.S. Army Reserve, 1987-1995 (Honorable Discharge as Major)
- U.S. Army, Active Duty, 1983-1987 (Honorable Discharge as Sergeant)
  - Russian analyst with Top Secret SCI Clearance

### Tab 3: Approach and Methodology

#### Short Narrative Project Approach

Cove Behavioral Health, Inc. (Cove) will partner with YesCare Corp. (YesCare), formerly known as Corizon Health to provide MAT services as specified by RFP 22-261 and Addenda 1, 2, and 3. Cove will offer jail patients assessed as appropriate for MAT services monthly injectable medication (Vivitrol) in conjunction with individualized treatment plans, counseling, discharge planning, and transition to community-based continuation treatment following discharge from jail.

Cove and YesCare have agreed to the following pathway to successfully implement the Polk MAT project:

- Potential MAT patients will be identified as eligible via an initial assessment that verifies a patient was actively enrolled in MAT prior to incarceration or self-identifies as a current opioid user.
- YesCare completes the initial assessment and send Cove referrals with accompanying standard urine drug screens, lab work, and signed patient releases and/or verification of patient's current MAT Clinic materials via secure encrypted email.
- Cove admissions team receives referral and verifies patient enrollment in MAT or potential for Opioid Use Disorder (OUD) diagnosis and conditionally confirms eligibility to YesCare team.
- Cove Medical Team requests transfer documents and/ or records from patient's previous provider.
- Cove Medical Team member presents to jail to: 1. Educate the patient on MAT and post-discharge options for continued treatment; 2. Conduct patient evaluation and health and physical assessment; and 3. Write orders for MAT.
- If Vivitrol appropriate (as determined by evidence-based practice standards) for the individual patient, the Cove Medical Team member works with the YesCare team to initiate and oversee the tolerance protocol for Vivitrol.
- If Vivitrol is being administered, the Cove Medical Team member returns after tolerance protocol has been conducted to administer the Vivitrol injection. The injection is specific to the individual patient.
- If a patient has been determined eligible for MAT services, Cove Team member develops an individualized assessment and treatment plan with each patient. Substance use disorder education/counseling is provided to each patient either individually or in a group setting at the jail.
- Please note: Naltrexone /Vivitrol is direct shipped to the jail via the pharmacy utilized by Cove; similar to the process medications are now delivered to the jail for YesCare; YesCare receives the medication for storage. The chain of custody paperwork is sent to Cove by the YesCare team after medication arrives and is stored.
- Controlled substances require secure handling and storage in accordance with DEA regulations. Each YesCare facility must maintain maximum security and accountability for controlled substances. Health staff responsible for controlled substances are expected to know and follow all rules, regulations, and procedures

related to controlled substances. This includes the receiving, security, administration, and documentation of controlled substance usage, wastage, and destruction. The YesCare Controlled Substance Book (Red Book) allows record keeping of controlled substances to be standardized throughout the company. The pre-numbered pages and format of the bound book decreases the opportunity for misappropriation of controlled substances and missing pages.

- YesCare nursing personnel supports and observes the patient after injection and completes post-injection protocol.
- Patients continue to receive Vivitrol injections monthly and continue counseling and follow-up on their individual treatment plans. As patient approaches discharge, discussions around follow up care and transition are discussed with patient.
- When patient is discharged, the YesCare Team includes a Cove follow up appointment for the patient as part of discharge and informs Cove of discharge.
- Cove Team follows up with each discharged patient to support engagement in treatment.
- When patient arrives to Cove for continuation of treatment, the patient meets with business office staff to assess for benefits including sliding fee scale, grant eligibility, Medicaid eligibility, or private insurance. The patient is oriented to the new location and team.
- Cove continues MAT protocols or discusses additional options with the patient as well as identifies any additional behavioral health services after discharge.
- For those patients that engage in treatment at Cove, Cove's electronic health system collects post discharge treatment data including successful discharges and employment at discharge.

The approach described incorporates successful practices that Cove has developed through our experience in the Hillsborough County jail. Cove will use a comprehensive assessment for each patient that captures the information critical to successful behavioral health services and supporting material, including employment status. The assessment data is completed in Cove's electronic health records along with patient's consent forms, health and physical history and assessment, and other relevant information. The electronic medical records will be used to complete the reports on the desired performance objectives listed in the RFP.

### Jail Training

Our commitment to the success of this collaboration will include ongoing training to the PCSO and YesCare team on Medication Assisted Treatment protocols and in-jail treatment work flows. Below is a sample of the training and support that may be offered based on identified needs:

1. Medication Assisted Treatment 101
  - a. Vivitrol 101- What it is, who can use it, how it works
  - b. Patient evaluation and eligibility for Vivitrol treatment
  - c. Patient preparation for Vivitrol treatment
    - i. Tolerance protocol
    - ii. How to triage/ manage concerns and side effects
  - d. Frequently Asked Questions

- i. Nursing/Medical team
    - ii. Patient/Inmate
  2. In- Jail Medication Treatment workflow
    - a. Referral Process
    - b. Essential Roles and expectations
      - i. PCSO team
      - ii. YesCare team
      - iii. Cove team
    - c. Problem Solving Challenges and Contact personnel
  3. Vivitrol patient care:
    - a. Cove Clinical support plan
    - b. Cove Medical support plan
    - c. Common concerns and solutions
    - d. Accessing support from Cove team
  4. Discharge planning for MAT inmates

These may be offered in person by Cove team members or designees, via PPT or other online formats. Additionally, our clinical team will remain available during implementation and beyond based on mutually agreed schedule via phone, email, in person and zoom meetings for consultation addition to these training.

#### Specific Abilities of Cove; Innovative Approach; Additional Information

Cove brings a comprehensive and a *proven track record* to provide MAT and behavioral health services to the Polk County jail. In addition, we have MAT and behavioral community-based services in Polk County that may be selected by patients upon discharge from jail to continue their recovery and decrease the likelihood of recidivism.

Cove has several innovative approaches being proposed in this project. Cove has partnered with YesCare for the proposed program. This *innovative* approach maximizes efficiency of the services by coordinating the expertise of the two organizations. The partnership will allow the project to mobilize quickly and serve patients at the jail with MAT and behavioral health services.

Cove is one of the few organizations that is experienced and licensed to be able to provide all forms of medication assisted treatment for patients including Vivitrol, suboxone, sublocade, buprenorphine, and methadone. The scope of medications available will improve patient engagement and retention in treatment once discharged from the jail due to increased options of affordable medications.

Cove has dedicated efforts to improving patient retention and engagement using technology such as telehealth for individual sessions and follow up appointments and text messaging for messaging and engagement. Additionally, Cove is currently piloting a project with the support of Central Florida Behavioral Health Network and the Department of Children and Families to increase retention of patients in MAT programs through the use of Reset-O an FDA approved digital application, which is prescribed to patients and allows them to have on demand access to support in managing their

triggers to relapse using cognitive behavioral therapy lessons and principles. Those patients discharged from the jail who meet the pilot criteria will be eligible for inclusion in this exciting innovation.

Cove has 50 years of successful experience coordination, collaborating, and communicating with community partners. The addition of Helping HANDS in the project will add an additional level of support for a successful project. Cove's Project Director will:

- Coordinate with the Helping HANDS staffing team and program manager to assure a warm hand-off to other service providers in the community,
- Attend Helping HANDS staffing meetings when requested,
- Provide weekly communication with Second Chance Act Program Manager,
- Assist with monthly data reporting needs/requests,
- Use the county-wide, COUNTY provided electronic shared data information system and,
- Send two representatives to the annual conference in Washington, D.C. each year of the grant.

#### Quality Assurance/Quality Control Program

Cove has a quality improvement department that oversees our Quality Improvement Program and Plan. The QI program outlines and promotes a collaborative, company-wide approach to improving services. The program is overseen by the Quality Improvement/Risk Management Department and implemented through four standing Committees (Performance Improvement Council, Clinical Care Committee, Medical & Pharmacy Committee, and Risk Management and Safety Committee). The Committees meet monthly and are comprised of interdisciplinary teammates from all programs and levels of care. Each Committee is assigned specific data to monitor to ensure quality services and outcomes, compliance with standards and contracts, appropriate documentation, and strong programming. Data reviews include accessibility of services and engagement center data, adverse drug reactions and medication errors, compliance with evidence-based practices, cultural diversity, documentation trends, infection prevention and surveillance, incident reporting, input from external stakeholders, outcomes, patient grievances, patient satisfaction, safety compliance, and workers compensation trends. In addition, annual goals are set for each Committee based upon prior year data reports and trends. When program quality indicators identify a possible system or process problem, the organization uses the NIATx Model to problem solve the issue and/improve the process. The QI Plan is reviewed annually and updated as needed. On an annual basis, an evaluation of the effectiveness of the QI program is completed and shared with the Board of Trustees. The proposed MAT services project will be reviewed using this process.

#### Project schedule

Upon receipt of negotiated and executed contract Cove will proceed with the following schedule of activities.

#### Within first month:

- Execute memorandum of agreement with YesCare Corp.

- Cove meets with County personnel for contract and expectation overview.
- Cove staff applies for approval to enter Polk jail for facility clearance.
- Cove and YesCare staff meets jointly to establish protocols and expectations.
- Provide training to YesCare staff on protocols including, but not limited to initial assessment, chain of custody for Vivitrol, medication storage, tolerance, and other related processes.
- Meet with Helping HANDS team to discuss process flows, meeting schedules, and collaboration.
- Provide training to jail staff on opioid disorders, medication assisted treatment, overview of protocols and process.
- Establish the delivery protocols from Cove pharmacy to jail.
- Receive training on county system.

Within first 60 days:

- Complete procedure manual for approved program developed and all Cove and YesCare staff have been trained.
- YesCare begins assessment of jail patients for program.
- Complete month 1 report.

Within first 90 days:

- Cove and YesCare complete full patient assessment and recommendation for patients to enter MAT and behavioral services program.
- Patients are served with approved MAT and behavioral health services.
- Complete month 2 report.
- Cove quality assurance process reviews program and makes any identified adjustments.

Beyond 90 days:

- Approved MAT and behavioral services continue.
- Discharged patients are connected to community-based MAT and behavioral health services
- All monthly reporting is completed.
- Quality assurance process continues.
- Cove and YesCare staff meet regularly for process improvements.
- Cove Program Manager meets with Second Chance Program Manager for program updates and progress.
- Two Cove staff attends annual conference.

**Tab 4: Cost**

Please refer to Attachment "A" and line item breakdown on the following pages.

**Attachment "A" - Cost Sheet**

Please complete your project budget, not to exceed \$810,000, including the expenses listed below. Amounts do not need to be equally distributed across three years.

		<b>Second Chance Act</b>		
<b>Items</b>	<b>Description of Services</b>	<b>1st Year</b>	<b>2nd year</b>	<b>3rd Year</b>
1	Equipment	\$ 2,000	\$ -	\$ -
2	Staff Travel	\$ 2,800	\$ 2,800	\$ 2,800
3	Required Training for 3 employees to DC	\$ 3,639	\$ 3,639	\$ 3,639
4	Supplies	\$ 1,200	\$ 1,200	\$ 1,200
5	Building Occupancy	\$ -	\$ -	\$ -
6	FDA-approved opioid agonist and antagonist treatment medications	\$ 135,273	\$ 133,832	\$ 132,390
7	Dispensing and administering medications (if applicable)	\$ 56,100	\$ 57,783	\$ 59,516
8	Substance use disorder counseling	\$ 10,400	\$ 10,712	\$ 11,033
9	Individual and Group therapy	\$ -	\$ -	\$ -
10	Toxicology testing	\$ 5,779	\$ 5,941	\$ 6,108
11	Intake activities	\$ -	\$ -	\$ -
12	Periodic assessments	\$ -	\$ -	\$ -
13	Professional Staff	\$ 44,923	\$ 45,659	\$ 46,418
14	Administrative Costs	\$ 7,770	\$ 8,217	\$ 7,229
Total for items 1-14 combined per year:		\$ 269,884	\$ 269,783	\$ 270,333
<b>Grand Total of Cost of Services for 1st, 2nd, &amp; 3rd year Combined</b>				\$ 810,000

**Budget Narrative**

**Second Chance Act**

Items	Description of Services	Rate	Year 1	Year 2	Year 3	Description
1	Equipment		\$2,000.00	\$0.00	\$0.00	Laptop/tablet - Year 1 only for APRN for remote charting
2	Staff Travel	7000 miles x \$0.40/mile	\$2,800.00	\$2,800.00	\$2,800.00	Travel between Cove Behavioral Health, Inc. and Polk County Jail for Medical Evaluation, Medication Administration, and Substance Use Disorder Education and Counseling
3	Required Trainings - Washington DC	\$3639 / year	\$3,639	\$3,639	\$3,639	1 - Cove BH Employee; 1 - YesCare Employee; 1 - Polk Jail Employee each year
4	Supplies	\$100 / month	\$1,200	\$1,200	\$1,200	Supplies include: latex gloves, topical lidocaine, masks etc.
5	Building Occupancy		\$0	\$0	\$0	
6	FDA-approved opioid agonist and antagonist treatment medications	\$1441.83/dose - Vivitrol \$5.00/dose - oral naltrexone (75 patients)	\$135,273	\$133,832	\$132,390	92 (yr1), 91 (yr2), 90 (yr3) Vivitrol Shots (some patients may receive 2 doses before release) 7-day liquid, oral naltrexone tolerance protocol
7	Dispensing and administering medications (if applicable)					
		\$157,779	\$31,556	\$32,502	\$33,478	Ashley Dawson, APRN: 20% - Cove BH APRN will provide medical screening / evaluation/interpretation of labs, medication administration (injections) as well as ongoing MAT education. Rate includes Salary + Fringe - 3% increase each year
		\$122,720	\$24,544	\$25,280	\$26,039	TBD YesCare Medical Staff: 20% - will provide administration of oral, liquid naltrexone and monitoring of patients following injections. 3% increase each year
	<b>Subtotal: Dispensing &amp; Administration</b>		\$56,100	\$57,783	\$59,516	
8	Substance Use Disorder Counseling	\$52,000	\$10,400	\$10,712	\$11,033	TBD: 20% - Cove BH Master's level MAT counselor to provide ongoing SUD counseling (to include group and individual therapy) and facilitate post-release engagement into care. 3% increase each year
9	Individual and Group Therapy		\$0	\$0	\$0	
10	Toxicology Testing					
		\$9.10 x 75 patients	\$683	\$703	\$724	Urinalysis
		\$6.45 x 75 patients	\$484	\$498	\$513	CBC (Complete Blood Count)
		\$6.60 x 75 patients	\$495	\$510	\$525	CMP (Complete Metabolic Panel)
		\$49.90 x 75 patients	\$3,743	\$3,855	\$3,970	HCG (pregnancy)
		\$5.00 x 75 patients	\$375	\$375	\$375	T-cup rapid UDS
	<b>Subtotal: Toxicology Testing</b>		\$5,779	\$5,941	\$6,108	3% lab increase annually
11	Intake Activities		\$0	\$0	\$0	
12	Periodic Assessments		\$0	\$0	\$0	
13	Professional Staff					
		\$98,211	\$24,553	\$25,289	\$26,048	Desiree Meaton-Francisco: 25% Cove BH Project Director. Responsible for project oversight, reporting, outcomes, training and implementation. Rate includes salary & fringe. 3% increase each year
		\$203,700	\$10,185	\$10,185	\$10,185	Venkat Muvva, MD: 5% - Cove BH Medical Director. Responsible for oversight of medical components of the projects and supervision of Cove BH APRN. Participation in grant-related meetings & trainings. Salary is based on Federal salary limitation for Executive Level II (\$203,700 annually)
		\$203,700	\$10,185	\$10,185	\$10,185	TBD, MD: 5% - YesCare Medical Director. Responsible for supervision of YesCare medical staff. Participation in grant-related meetings and trainings. Salary is based on Federal salary limitation for Executive Level II (\$203,700 annually)
	<b>Subtotal: Professional Staff</b>		\$44,923	\$45,659	\$46,418	
14	Administrative Costs	19.86%	\$7,770	\$8,217	\$7,229	19.86% of Direct Staff (Cove BH APRN + SUD Counselor)
	<b>TOTAL</b>		\$269,884	\$269,783	\$270,333	
	<b>Grand Total of Cost of Services for 1st, 2nd, &amp; 3rd Year Combined</b>				<b>\$810,000</b>	

**Invoicing - Cove to Polk County Jail**

Frequency:	Monthly
Process:	Cove BH will submit invoice for reimbursement to Polk County Jail
Reimbursement:	Cove BH will be reimbursed based on allowable expenses at Net 30

**Invoicing - YesCare to Cove BH**

Frequency:	Monthly
Process:	YesCare submits monthly invoice to Cove BH for reimbursement. Invoice will contain breakout of actual salary/fringe expenses with check deposit registers Invoice will contain a list of all labs ordered & completed with appropriate back-up documentation
Reimbursement:	Cove BH will reimburse YesCare based on allowable expenses at Net 30

\*\*Invoice template to be determined with both parties following grant award

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Cove Behavioral Health, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 1

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**4422 East Columbus Drive**

6 City, state, and ZIP code  
**Tampa, FL 33605**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

5	9	-	1	5	1	4	9	9	3
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 01/12/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Tab 5: Surveys of Past Performance**

Please see attached surveys on the following pages.

## Survey Questionnaire – Polk County

### RFP 22-261, Medication Assisted Treatment (MAT) Second Chance Program

To: Julia Schilling (Name of Person completing survey)

Problem Solving Courts - 13th Judicial (Name of Client Company/Vendor)

Phone Number: 813-272-6275 Email: Schilljn@fljud.org

Total Annual Budget of Entity \$19,921,090 (Total Operating - Agency); 168,332 (Total Contract Allocation)

Subject: Past Performance Survey of Similar work:

Project name: SAMHSA - Marchman Treatment

Name of Vendor being surveyed: Cove Behavioral Health, Inc.

Cost of Services: Original Cost: \$5,000 (MAT Allocation) Ending Cost: \$5,000 (MAT Allocation)

Contract Start Date: 10/1/2012 Contract End Date: 9/30/2016

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Vendor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Vendor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to record data	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to demonstrate responsiveness to client needs	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Ability to meet reporting requirements and performance measures	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Julia Schilling

Signature of Evaluator: *Julia Schilling*

Please fax or email the completed survey to: lolened@covebh.org

## Survey Questionnaire – Polk County

### RFP 22-261, Medication Assisted Treatment (MAT) Second Chance Program

To: Alan Davidson (Name of Person completing survey)

Central Florida Behavioral Health Network, Inc. (Name of Client Company/Vendor)

Phone Number: 813-740-4811 Email: adavidson@cfbhn.org

Total Annual Budget of Entity \$19,921,090 (Total Operating - Agency); \$11,287,690 (Total Contract Allocation)

Subject: Past Performance Survey of Similar work:

Project name: SOR (State Opioid Response)

Name of Vendor being surveyed: Cove Behavioral Health, Inc.

Cost of Services: Original Cost: \$667,662 (MAT Allocation) Ending Cost: \$4,011,942 (MAT Allocation)

Contract Start Date: 1/1/2019 Contract End Date: current

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Vendor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Vendor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to record data	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to demonstrate responsiveness to client needs	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Ability to meet reporting requirements and performance measures	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Alan Davidson

Signature of Evaluator: 

Please fax or email the completed survey to: jolened@covebh.org

## Survey Questionnaire – Polk County

### RFP 22-261, Medication Assisted Treatment (MAT) Second Chance Program

To: Alan Davidson (Name of Person completing survey)

Central Florida Behavioral Health Network, Inc. (Name of Client Company/Vendor)

Phone Number: 813-740-4811 Email: adavidson@cfbhn.org

Total Annual Budget of Entity \$19,921,090 (Total Operating - Agency); \$11,287,690 (Total Contract Allocation)

Subject: Past Performance Survey of Similar work:

Project name: Community-Based Services - Jail Treatment - MSCBS

Name of Vendor being surveyed: Cove Behavioral Health, Inc.

Cost of Services: Original Cost: \$107,447 (MAT Allocation) Ending Cost: \$107,447 (MAT Allocation)

Contract Start Date: 7/1/2018 Contract End Date: current

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Vendor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Vendor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to record data	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to demonstrate responsiveness to client needs	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Ability to meet reporting requirements and performance measures	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Alan Davidson

Signature of Evaluator: 

Please fax or email the completed survey to: jolened@covebh.org

## Survey Questionnaire – Polk County

### RFP 22-261, Medication Assisted Treatment (MAT) Second Chance Program

To: Darran Duchene (Name of Person completing survey)

Florida Alcohol and Drug Abuse Association (FADAA) (Name of Client Company/Vendor)

Phone Number: 850-224-6048 Email: darran@floridabha.org

Total Annual Budget of Entity \$19,921,090 (Total Operating - Agency); \$276,837.16 (Total Contract Allocation)

Subject: Past Performance Survey of Similar work:

Project name: Medication-Assisted Treatment - OSCA

Name of Vendor being surveyed: Cove Behavioral Health, Inc.

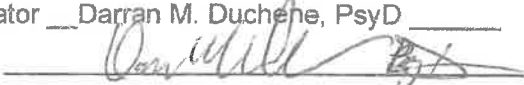
Cost of Services: Original Cost: \$241,209.40 (MAT Allocation) Ending Cost: \$184,006.24 (MAT Allocation)

Contract Start Date: 7/1/2018 Contract End Date: current

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Vendor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Vendor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to record data	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to demonstrate responsiveness to client needs	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Ability to meet reporting requirements and performance measures	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Darran M. Duchene, PsyD

Signature of Evaluator: 

Please fax or email the completed survey to: jolened@covebh.org

## Survey Questionnaire – Polk County

### RFP 22-261, Medication Assisted Treatment (MAT) Second Chance Program

To: Darran Duchene (Name of Person completing survey)

Florida Alcohol and Drug Abuse Association (FADAA) (Name of Client Company/Vendor)

Phone Number: 850-224-6048 Email: darran@floridabha.org

Total Annual Budget of Entity \$19,921,090 (Total Operating - Agency); \$276,837.16 (Total Contract Allocation)

Subject: Past Performance Survey of Similar work:

Project name: Medication-Assisted Treatment - DCF

Name of Vendor being surveyed: Cove Behavioral Health, Inc.


Cost of Services: Original Cost: \$74,565 (MAT Allocation) Ending Cost: \$92,830.92 (MAT Allocation)

Contract Start Date: 7/1/2018 Contract End Date: current

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Vendor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Vendor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to record data	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to demonstrate responsiveness to client needs	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Ability to meet reporting requirements and performance measures	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Darran M. Duchene, PsyD

Signature of Evaluator: 

Please fax or email the completed survey to: jolened@covebh.org

## Proposers Incorporation Information (Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Cove Behavioral Health, Inc.

DBA/Fictitious Name (if applicable): N/A

TIN #: 59-1514993

Address: 4422 E. Columbus Drive

City: Tampa

State: Florida

Zip Code: 33605

County: Hillsborough

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Deanna Obregon

Phone Number: 813-384-4161

Cell Phone Number: 727-422-3165

Email Address: [deannao@covebh.org](mailto:deannao@covebh.org)

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP 22-261, Medication Assisted Treatment (MAT) Second Chance Program

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY VENDOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY VENDOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Cove Behavioral Health, Inc

Signature: *Deanna Obregon*

Title: CEO

Date: 03/30/22

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30 day of March, 2022, by Deanna Obregon (name) as CEO (title of officer) of Cove Behavioral Health (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: *Camille Elizabeth Cuonzo*  
Printed Name of Notary Public: CAMILLE ELIZABETH CUONZO  
Notary Commission Number and Expiration: GG921417 10/9/23

(AFFIX NOTARY SEAL)

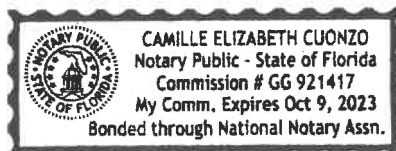


EXHIBIT "A"

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

**For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:**

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Department of the Treasury, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: \_\_\_\_\_



COMPANY NAME: Cove Behavioral Health, Inc.

DATE: 03/30/22

EXHIBIT "B"

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Deanna Obregon certifies, to the best of his or her knowledge, that:

Cove Behavioral Health, Inc. (Vendor)

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 an 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.

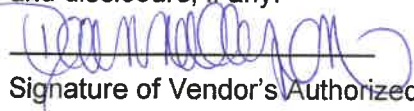
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Vendor, Cove Behavioral Health, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor

understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Vendor's Authorized Official

Deanna Obregon, CEO

Name and Title of Vendor's Authorized Official

03/30/22

Date

March 29, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM #1**

**RFP 22-261, Medication Assisted Treatment (MAT) Second Chance Program**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

---

Contained within this addendum: Clarification & questions and answers

Danielle Rose  
Procurement Analyst  
Procurement Division

---

**This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.**

---

Signature: \_\_\_\_\_

*Deanna Oregon*

Printed Name: \_\_\_\_\_

*DEANNA OREGON*

Title: \_\_\_\_\_

*CEO*

Company: \_\_\_\_\_

*Cove Behavioral Health, Inc.*

March 30, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM #2**

**RFP 22-261, Medication Assisted Treatment (MAT) Second Chance Program**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Revision of receiving date and Questions/answers

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, April 20, 2022, prior to 2:00 p.m.

Danielle Rose  
Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.**

Signature: \_\_\_\_\_

*Danielle Rose*

Printed Name: \_\_\_\_\_

*Danielle Rose*

Title: \_\_\_\_\_

*CEO*

Company: \_\_\_\_\_

*Care Behavioral Health, Inc*

April 11, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM #3**

**RFP 22-261, Medication Assisted Treatment (MAT) Second Chance Program**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

---

Contained within this addendum: Clarification & questions and answers

Danielle Rose  
Procurement Analyst  
Procurement Division

---

**This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.**

---

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

*Deanna Obregon*

DEANNA Obregon

CEO

Care Behavioral Health, Inc.

**Exhibit "B" - Budget Narrative**

**Second Chance Act**

Second Chance Act						
Items	Description of Services	Rate	Year 1	Year 2	Year 3	Description
1	Equipment		\$2,000	\$0	\$0	Laptop/tablet - Year 1 only for APRN for remote charting
2	Cell Phones	\$25/month stipend \$68/month cell	\$2,236	\$2,236	\$2,236	MA Counselor and APRN - Cove cell phones \$68.18/month. Cove Project Director and Medical Director \$25/month phone stipend
3	Staff Travel	7000 miles x \$0.40/mile	\$2,800	\$2,800	\$2,800	Travel between Cove Behavioral Health, Inc. and Polk County Jail for Medical Evaluation, Medication Administration, and Substance Use Disorder Education and Counseling
4	Required Trainings - Washington DC	\$3664 / year	\$3,664	\$3,664	\$3,664	1 - Cove BH Employee; 1 - YesCare Employee; 1 - Polk County BOCC Indigent Healthcare Employee each year
5	Supplies	\$100 / month	\$1,200	\$1,200	\$1,200	Supplies include: latex gloves, topical lidocaine, masks, etc.
6	Building Occupancy		\$0	\$0	\$0	
7	FDA-approved opioid agonist and antagonist treatment medications	\$1441.83/dose - Vivitrol \$5.00/dose - oral naltrexone [75 patients]	\$136,715	\$135,273	\$132,390	93 (yr1),92 (yr2),90 (yr3) Vivitrol Shots (some patients may receive 2 doses before release) 7-day liquid, oral naltrexone tolerance protocol
8	Dispensing and administering medications (if applicable)					
		\$157,779	\$31,556	\$32,502	\$33,478	Ashley Dawson, APRN: 20% - Cove BH APRN will provide medical screening / evaluation/interpretation of labs, medication administration (injections) as well as ongoing MAT education. Rate includes Salary + Fringe - 3% increase each year
		\$122,720	\$24,544	\$25,280	\$26,039	TBD YesCare Medical Staff: 20% - will provide administration of oral, liquid naltrexone and monitoring of patients following injections. 3% increase each year
	<b>Subtotal: Dispensing &amp; Administration</b>		\$56,100	\$57,783	\$59,516	
9	Substance Use Disorder Counseling	\$52,000	\$10,400	\$10,712	\$11,033	TBD: 20% - Cove BH Master's level MAT counselor to provide ongoing SUD counseling (to include group and individual therapy) and facilitate post-release engagement into care. 3% increase each year
10	Individual and Group Therapy		\$0	\$0	\$0	
11	Toxicology Testing					
		\$9.10 x 75 patients	\$683	\$703	\$724	Urinalysis
		\$6.45 x 75 patients	\$484	\$498	\$513	CBC (Complete Blood Count)
		\$6.60 x 75 patients	\$495	\$510	\$525	CMP (Complete Metabolic Panel)
		\$49.90 x 75 patients	\$3,743	\$3,855	\$3,970	HCG (pregnancy)
		\$5.00 x 75 patients	\$375	\$375	\$375	T-cup rapid UDS
	<b>Subtotal: Toxicology Testing</b>		\$5,779	\$5,941	\$6,108	3% lab increase annually
12	Intake Activities		\$0	\$0	\$0	
13	Periodic Assessments		\$0	\$0	\$0	
14	Professional Staff					
		\$98,211	\$24,553	\$25,289	\$26,048	Desiree Meaton-Francisco: 25% Cove BH Project Director. Responsible for project oversight, reporting, outcomes, training and implementation. Rate includes salary & fringe. 3% increase each year
		\$203,700	\$10,185	\$10,185	\$10,185	Venkat Muvva, MD: 5% - Cove BH Medical Director. Responsible for oversight of medical components of the projects and supervision of Cove BH APRN. Participation in grant-related meetings & trainings. Salary is based on Federal salary limitation for Executive Level II (\$203,700 annually).
		\$203,700	\$10,185	\$10,185	\$10,185	TBD, MD: 5% - YesCare Medical Director. Responsible for supervision of YesCare medical staff. Participation in grant-related meetings and trainings. Salary is based on Federal salary limitation for Executive Level II (\$203,700 annually)
	<b>Subtotal: Professional Staff</b>		\$44,923	\$45,659	\$46,418	
15	Administrative Costs	19.86%	\$7,770	\$8,217	\$7,229	19.86% of Direct Staff (Cove BH APRN + SUD Counselor)
	<b>TOTAL</b>		\$273,587	\$273,486	\$272,594	
<b>Grand Total of Cost of Services for 1st, 2nd, &amp; 3rd Year Combined</b>					<b>\$819,667</b>	

**Invoicing - Cove to Polk County BOCC - Indigent Healthcare**

<b>Frequency:</b>	Monthly
<b>Process:</b>	Cove BH will submit invoice for reimbursement to Polk County BOCC - Indigent Healthcare
<b>Reimbursement:</b>	Cove BH will be reimbursed based on allowable expenses at Net 45

**Invoicing - YesCare to Cove BH**

<b>Frequency:</b>	Monthly
<b>Process:</b>	YesCare submits monthly invoice to Cove BH for reimbursement. Invoice will contain breakout of actual salary/fringe expenses with check deposit registers Invoice will contain a list of all labs ordered & completed with appropriate back-up documentation
<b>Reimbursement:</b>	Cove BH will reimburse YesCare based on allowable expenses at Net 45

\*\*Invoice template to be determined with both parties following grant award

**EXHIBIT C**  
**SOURCE OF FUNDS**

<b>Federal Award Identification:</b>	2021 BJA FY 21 Second Chance Act: Adult Reentry Education, Employment, Treatment and Recovery Program
<b>Subrecipient Name:*</b>	Cove Behavioral Health, Inc.
<b>Unique Entity Identifier:</b>	P9AZY6MVP2K4
<b>Federal Award Identification Number:</b>	15PBJA-21-GG-04042-SCAX
<b>Federal Award Date:</b>	12/7/2021
<b>Program Title:</b>	Second Chance Act Prisoner Reentry Initiative
<b>Funding Source:</b>	U.S. Department of Justice
<b>Assisting Listing Number:</b>	16.812
<b>Total Contract Funds Awarded Subrecipient:</b>	\$819,667

*\*Note: for purposes of RFP and written agreement, Cove Behavioral Health, Inc. is referred to as "Vendor"*

# Exhibit "D"

## January 18, 2022 Board of County Commissioners Regular Meeting Agenda Item #8

### **SUBJECT**

Approve the 2021 Bureau of Justice Assistance (BJA) Second Chance Act funding. Approve budget amendment and transfer from the Special Revenue Grant Fund Reserve for Contingency. Appoint Sarah Campbell as Authorized Official to electronically accept the award. (\$900,000 three-year revenue)

### **DESCRIPTION**

The BJA Second Chance Act provides funding for Adult Reentry Education, Employment, Treatment and Recovery.

Funds will be used in conjunction with the Indigent Health Care Helping Hands program which seeks to improve treatment services to those with substance abuse disorders during incarceration and facilitate the successful reintegration of offenders returning to communities after a prison or jail sentence.

Funding provided through the Second Chance Act will allow the expansion of the use of Medication-Assisted Treatment (MAT) by corrections professionals. The use of FDA-approved medications, in combination with counseling and behavioral therapies in the treatment of substance abuse disorders is believed to be a beneficial program which in the long term can reduce jail recidivism.

### **RECOMMENDATION**

Request Board approve the budget amendment and transfer from reserves to establish the budget for 2021 BJA Second Chance Act Grant. Appoint Sarah Campbell, Grants and Project Development Specialist, as Authorized Representative to electronically accept this award.

### **FISCAL IMPACT**

Funds are available for transfer in the Special Revenue Grant Fund Reserve for Contingency in order to establish the budget for FY 21/22 and will be budgeted for in subsequent fiscal years, \$300,000 per year.

### **CONTACT INFORMATION**

Marcia Andresen, Director, Health and Human Services Division (863) 534-5202

Active Funded Award

(15PBJA-21-GG-04042-SCAX)

PENDING-ACTIVE

Entity Legal Name

(POLK COUNTY)

Doing Business As:

(POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA)

Actions

Solicitation Title:

BJA FY 21 Second Chance Act: Adult Reentry Education, Employment, Treatment and Recovery Program

Solicitation Category:

Improving Substance Use Disorder Treatment Services

Project Title:

Helping Achieve Targeted Comprehensive Healthcare (HATCH) Project

Project Period:

10/1/21

-

9/30/24

Managing Office:

OJP

DOJ Grant Manager:

Jennifer Lewis

Grant Award Administrator:

MaryBeth Moore

FAW Case ID

FAW-167613

Federal Award Amount

\$900,000.00

Funded Award Information

Award Package

Award Letter

December 7, 2021

Dear Holly Newton,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by POLK COUNTY for an award under the funding opportunity entitled 2021 BJA FY 21 Second Chance Act: Adult Reentry Education, Employment, Treatment and Recovery Program. The approved award amount is \$900,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Amy Solomon

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

Memorandum Regarding NEPA

NEPA Letter Type

## OJP - Categorical Exclusion

### NEPA Letter

Awards under this program will use funding to develop more effective and evidence-based reentry programs. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

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

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

POLK COUNTY

DUNS Number

078315959

UEI

JBN5EHFNGUG9

Street 1

330 W CHURCH ST

Street 2

City

BARTOW

State/U.S. Territory

Florida

Zip/Postal Code

33830

Country

United States

County/Parish

Province

IntegrationTeamApplication/BlueNavIconAward.png

Award Details

Federal Award Date

12/7/21

Award Type

Initial

Award Number

15PBJA-21-GG-04042-SCAX

Supplement Number

00

Federal Award Amount

\$900,000.00

Funding Instrument Type

Grant

Assistance Listing Number

Assistance Listings Program Title

16.812

Second Chance Act Prisoner Reentry Initiative

Statutory Authority

34 USC § 10591

34 USC § 10741

34 USC § 60511

34 USC § 60521

true

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Second Chance Act: Adult Reentry Education, Employment, Treatment and Recovery Program

Application Number

GRANT13393313

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Jennifer Lewis

Phone Number

202-305-8064

E-mail Address

Jennifer.L.Lewis@ojp.usdoj.gov

Project Title

Helping Achieve Targeted Comprehensive Healthcare (HATCH) Project

Performance Period Start Date

10/01/2021

Performance Period End Date

09/30/2024

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2024

Project Description

This grant will ensure the continuation of the Helping Hands program, originally funded after implementation in 2017 by the \$1.2 million FICM award and then expanded in 2018 with the \$1.2 million ROOTS award. Helping Hands has the capacity to expand and improve on treatment services for people with substance use disorders during incarceration and facilitate the successful reintegration of

individuals returning to communities after a prison or jail sentence. By using structured treatment plans in coordination with our Case Managers, Peer Recovery Support Specialists, and Community Paramedics, this program will seek to reduce crime and recidivism among people leaving incarceration as well as enhance public safety.

Beginning in July of 2019, the Florida Alcohol and Drug Abuse Association (FADAA) received funding from the Department of Children and Families (DCF) to support the training of corrections professionals on the use of Medication-Assisted Treatment (MAT). MAT is the use of FDA-approved medications, in combination with counseling and behavioral therapies, to provide a “whole-patient” approach to the treatment of substance use disorders. FADAA is currently developing and identifying materials to support the expansion of the use of MAT in correction settings in Florida and providing training opportunities across the state.

The county jail is currently only providing MAT services to pregnant women but would appreciate grant funding to support program access to everyone interested in recovery. Chief Allen confirmed that the need is present, and many people could benefit from this program, with an end goal of reducing jail recidivism. The Second Chance Act grant lends the opportunity to fund this crucial service.

MAT services can easily be integrated into the current Helping Hands program, where we identify and serve inmates with behavioral health needs. We currently receive weekly lists of all jail inmates with both 2 previous arrests and an active prescription to psychotropic medication. Those eligible for programming are discussed at weekly staff/team meetings and then join jail support groups upon approval. After engaging in groups, participants meet with their behavioral healthcare team including Peer Recovery Support Specialists, Community Paramedics, and Case Managers to identify a treatment plan for personal success. Program participants in jail will be referred to Tri-County Human Services or DACCO to continue their recovery services upon release.

true

I have read and understand the information presented in this section of the Federal Award Instrument.

## Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

true

I have read and understand the information presented in this section of the Federal Award Instrument.

## Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

### Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance

measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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

2

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any

applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of

information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

## Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

## Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

## Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or

financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

#### Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

#### Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

#### Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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#### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

#### Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with

this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

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

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

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

22

## Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

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## OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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## All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

#### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.

Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

(Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

#### Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

#### Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

## FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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## Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

33

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office

of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

34

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

35

The recipient agrees to notify BJA of any change in the status or duties of the collaborating agency partners or key individuals involved in implementing the activities under this award.

36

The recipient may incur obligations, expend, and draw down funds in an amount not to exceed \$100,000 for the sole purpose of establishing an action plan within 180 days of receiving final approval of the project's budget from OCFO. The grantee is not authorized to incur any additional obligations, make any additional expenditures, or drawdown any additional funds until BJA has reviewed and approved the grant recipient's completed action plan and has issued an Award Condition Modification (ACM) removing this condition.

37

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

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#### Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

39

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

40

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

41

Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued an Award Condition Modification (ACM) releasing this award condition.

true

I have read and understand the information presented in this section of the Federal Award Instrument.

## Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### Agency Approval

Title of Approving Official

Acting Assistant Attorney General

Name of Approving Official

Amy Solomon

Signed Date And Time

12/2/21 9:32 AM

Authorized Representative

true Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Grants and Project Management Specialist

Name of Authorized Entity Official

Sarah Campbell

Signed Date And Time

1/18/2022 9:29 AM



# DOJ Grants Financial Guide



**UNITED STATES  
DEPARTMENT OF JUSTICE**

OFFICE OF JUSTICE PROGRAMS  
OFFICE ON VIOLENCE AGAINST WOMEN  
COMMUNITY ORIENTED POLICING SERVICES

# Table of Contents

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# Welcome to the *DOJ Grants Financial Guide*

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## Foreword

We hope you find this guide useful and informative. If you have any questions or comments, please contact your appropriate DOJ Funding Source.

### TOP 10 TOPICS

1. [Financial Management Systems](#)
2. [Allowable Costs](#)
3. [Unallowable Costs](#)
4. [Federal Financial Reports](#)
5. [Progress and Performance Reports](#)
6. [Audit Requirements](#)
7. [Conference Costs](#)
8. [Adjustments to Awards](#)
9. [Accounting by Approved Budget Category](#)
10. [Subrecipient Monitoring](#)

The Department of Justice (DOJ) has three primary grant-making components, the Office of Justice Programs (OJP), the Office on Violence Against Women (OVW) and the Office of Community Oriented Policing Services (COPS Office). The mission of OJP is to provide innovative leadership to federal, state, local, and tribal justice systems by disseminating state-of-the-art knowledge and practices across America, and providing grants for the implementation of these crime fighting strategies. The mission of OVW is to provide federal leadership in developing the national capacity to reduce violence against women, and administer justice for and strengthen services to victims of domestic violence, dating violence, sexual assaults, and stalking. The mission of the COPS Office is to advance the practice of community policing by the nation's state, local, territory, and tribal law enforcement agencies through information and resources.

These three grant-making components provide Federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. They also provide policy guidance, financial control, and support services to their recipients in the areas of grants, accounting, and financial management. Each grant-making component conducts programmatic monitoring through site visits and desk reviews, and provides technical assistance and training to recipients. Additionally, OJP's Office of the Chief Financial Officer (OCFO) conducts financial monitoring through site visits and desk reviews, and provides training to OJP's recipients in the quarterly Grants Financial Management Training Seminars.

#### FINANCIAL MANAGEMENT TIP

The DOJ Grants Financial Management Online Training is available to all DOJ grant-making component recipients.

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The *DOJ Grants Financial Guide* (the "Guide") serves as the primary reference manual to assist OJP, OVW, and COPS Office award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of your award. There may be instances where the requirements may differ among the three grant-making components; to the extent possible, those differences are spelled out throughout this *Guide*. However, recipients (and subrecipients) should refer to their award terms and conditions to determine the specific requirements that apply to their award. We have provided references to the underlying laws and regulations as much as possible.

# Foreword

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This *Guide* should be the starting point for all recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards. **The provisions of this *Guide* apply to Department of Justice awards made after December 26, 2014.**

For additional information on grants management, please visit the website of the Council on Financial Assistance Reform at <https://cfo.gov//grants/>. The Government Printing Office also maintains electronic copies of the Code of Federal Regulations at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and e-CFR at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

We are pleased to respond to any questions not covered by this *Guide* and welcome suggestions to improve the utility of the *Guide* and its content. Please feel free to contact the OCFO's Customer Service Center at 1-800-458-0786, OVW Grants Financial Management Division at 1-888-514-8556, or COPS Office Response Center at 1-800-421-6770 with any financial management questions or suggested revisions. In addition, questions and comments can also be directed to the OCFO via e-mail at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov), OVW via email at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov), or COPS Office via email at [askCopsRC@usdoj.gov](mailto:askCopsRC@usdoj.gov).

Phil Keith  
Director, COPS Office

Matt M. Dummermuth  
Principal Deputy Assistant  
Attorney General, OJP

Katharine Sullivan  
Principle Deputy Director, OVW

# I. General Information

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## 1.1 USERS

This *Guide* is provided for the use of all recipients and subrecipients of Federal grant programs administered by the three primary Department of Justice (DOJ) grant-making components. The *Guide* was developed to serve as a compilation of the various laws and regulations governing DOJ grants financial management and administration.

### Recipients

- A recipient is a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program.
- Recipients are required to adhere to the applicable law of their jurisdiction, and the financial and administrative rules in this *Guide*. However, other programmatic and technical requirements (for example, as set out in award conditions or contained in program-specific guidelines) may also apply.
- Recipients are required to adhere to all applicable uniform (grants) administrative requirements, cost principles, and audit requirements set forth in [2 C.F.R. Part 200](#) and other applicable law.

### Subrecipients

- A subrecipient is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program.
- Subrecipients are required to adhere to the applicable law of their jurisdiction and the financial and administrative rules in this *Guide*. The pass-through entity may also impose additional financial and administrative requirements.
- Subrecipients are also required to adhere to all applicable uniform (grant) administrative requirements, cost principles, and audit requirements set forth in [2 C.F.R. Part 200](#) and other applicable law.

#### FINANCIAL MANAGEMENT TIP

When determining whether an entity receiving federal award funds from the recipient is a subrecipient or a contractor, the legal document executed between the recipient and the entity receiving federal award funds from the recipient is NOT the driving determinant. See [2 C.F.R. § 200.22](#) and [2 C.F.R. § 200.92](#). The substance of the activity that has been contracted or subawarded will be the major factor considered. If program activities are delegated to another entity that delegation will generally be considered a subaward. On the other hand, if goods or services are purchased or procured from another entity for the non-Federal entity's own use, that activity will generally be considered a contract. For additional information on this topic, please refer to [2 C.F.R. § 200.330](#), subrecipient and contractor determination.

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# I. General Information

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## 1.1 USERS

### Individuals

- Any individual who works for a recipient or subrecipient should use this *Guide* as a reference for financial and administrative management of DOJ-funded grant programs or projects.
- These individuals may include administrators, financial management specialists, grants management specialists, accountants, and auditors.
- This *Guide* also may be used as a training resource for new employees.

### For-Profit (or Commercial) Entities

In accordance with [2 C.F.R. § 200.101\(c\)](#), OJP/OVW applies 2 C.F.R. Part 200, subparts A through D (excluding 2 C.F.R. § 200.317 through 200.326), to for-profit (or commercial) entities. However, for-profit (or commercial) entities receiving funding through the COPS Office must comply with 2 C.F.R. Part 200, subparts A through E. In addition, in accordance with 2 C.F.R. § 200.400(g), the grantee may not earn or keep a profit as a result of the award unless expressly authorized by the specific terms and conditions of the award.

To the extent allowable and consistent with applicable law, and unless expressed explicitly otherwise herein, this *Guide* applies to any recipient or subrecipient that is a for-profit (or commercial) entity. As used throughout the *Guide*, the term “non-federal entity(ies)” includes for-profit entities.

# I. General Information

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## 1.2 RESOURCES

### Introduction

This *Guide* includes references to the policies and guidance issued by the Office of Management and Budget (OMB). The largest division of the Executive Office of the President, OMB is responsible for implementing and enforcing the President's policies across the entire Federal Government.

On December 26, 2013, OMB issued guidance that provides a government-wide framework for grants management ([Federal Register, 12/26/2013](#)). The new guidance, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 C.F.R. Part 200](#)), streamlines the Federal Government's administrative, cost, and audit requirements, and has been implemented by DOJ via DOJ regulation at [2 C.F.R. Part 2800](#).

The guidance superseded the following OMB requirements:

- OMB Circular A-21, Cost Principles for Educational Institutions;
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments;
- OMB Circular A-89, Federal Domestic Assistance Program Information;
- OMB Circular A-102, Grant Awards and Cooperative Agreements with State and Local Governments (Common Rule);
- OMB Circular A-110, Uniform Administrative Requirements for Awards and other Agreements, Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- OMB Circular A-122, Cost Principles for Non-Profit Organizations;
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; and
- Sections of OMB Circular A-50, Audit Follow-up.

#### FINANCIAL MANAGEMENT TIP

These requirements, as implemented by DOJ, apply to Federal awards made after December 26, 2014, and the audit requirements apply to audits for fiscal years beginning on or after December 26, 2014.

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For Federal awards made before December 26, 2014, absent an agreement otherwise in a Federal award issued after that date, the requirements in place at the time of award continue to apply. These prior requirements may include those above, as well as 28 C.F.R. Parts 66 or 70, and the prior guidance issued by the specific grant-making component (i.e., OJP Financial Guide, OVW Financial Grant Management Guide, COPS Office Grant and Award Owner's Manuals).

The following requirements remain in place:

- Government-wide Debarment and Suspension (Nonprocurement) is codified at [2 C.F.R. Part 180](#), with DOJ-specific rules at [2 C.F.R. Part 2867](#).
- Government-wide Requirements for Drug-Free Workplace (Grants) is codified at [28 C.F.R. Part 83](#).
- Restrictions on lobbying are codified at [28 C.F.R. Part 69](#).

# I. General Information

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## 1.2 RESOURCES

For additional information on grants management, please visit the Council on Financial Assistance Reform at <https://cfo.gov/COFAR/>. The most recently updated version of the CFR can be found on the U.S. Government Printing Office's website at [FDsys - Code of Federal Regulations](#).

### Office of the Inspector General Fraud Hotline

Recipients should report any allegations of fraud, waste, and abuse of grant funds to the appropriate DOJ grant-making component. In addition to or instead of reporting allegations to the grant-making component, allegations may be reported to the DOJ Office of the Inspector General at (800) 869-4499 (phone), (202) 616-9881 (fax), or by mail:

U.S. Department of Justice  
Office of the Inspector General  
Investigations Division  
1425 New York Avenue N.W., Suite 7100  
Washington, DC 20530

### Other Available Resources

- [Procurement Procedures for Recipients of DOJ Grants \[PDF - 700 Kb\]](#)
- [Postaward Instructions \[PDF - 559 Kb\]](#) for OJP grant recipients and subrecipients.
- OVW Post Award Instructions available at <https://www.justice.gov/ovw/grantees>.
- Federal grant information is available at <http://www.grants.gov>.
- Federal Government regulation information is accessible at <http://www.regulations.gov>.
- Grants Management System (GMS) Training and Technical Assistance can be found at <https://ojp.gov/training/gmstraining.htm>.
- The OJP GMS HelpDesk is available via email at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov) or phone at 202-514-2024.
- The OVW GMS Helpdesk is available via email at [OVW.GMSSupport@usdoj.gov](mailto:OVW.GMSSupport@usdoj.gov) or phone at 1-866-655-4482.
- The COPS Office Response Center is available at [askCopsRC@usdoj.gov](mailto:askCopsRC@usdoj.gov) or phone at 1-800-421-6770.
- The Federal Funding Accountability and Transparency Act (FFATA) is available at <https://www.fsr.gov>.

## II. Preaward Requirements

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### 2.1 APPLICATION PROCESS

#### Eligible Recipients

Eligibility requirements for block, formula, and discretionary awards can be found in the grant program solicitations contained in awarding agency program announcements, notices of funding opportunities (i.e., discretionary grant program solicitations), or other awarding agency program documents.

- **Block and formula awards:** Generally, States, territories, and sometimes Indian tribes and units of local government are eligible for awards under the Department of Justice's (DOJ's) various block and formula grant programs. Specific eligibility criteria for each program are set forth in the program's governing statute and rules.
- **Discretionary awards:** DOJ may award funds under its discretionary grant programs to some or all of the following types of recipients, depending on authorizing legislation and selected program strategies: States; units of local government; Indian tribes and tribal organizations; institutions of higher education; hospitals; nonprofit organizations; for-profit organizations; and (in limited circumstances) individuals.
- **OVW Eligibility Guide:** The [OVW Program Plan Chart](#) is intended to assist potential OVW applicants to identify programs for which they are eligible to apply. Application packages can be found at [Grants.gov application download](#). Applications that are submitted by non-eligible entities will be removed from consideration during the initial review process.

#### Program Announcements

For programmatic and technical requirements relating to block and formula award applications, contact the DOJ grant-making component to request program guidelines.

DOJ grant-making components announce competitive discretionary and formula/block program funding opportunities via Grants.gov. Applications for competitive discretionary programs are submitted through [Grants.gov](#); however, the COPS Office has an additional step where their applications are submitted directly in the COPS Office Online Application System. Applications for OJP and OVW non-competitive discretionary and formula/block opportunities are directly submitted to the Grants Management System (GMS). A collection of available assistance programs can be found in the [Catalog of Federal Domestic Assistance](#) published by the [U.S. General Services Administration](#). To view each grant-making component's available programs, visit the websites below:

OJP — <http://ojp.gov/funding/Explore/CurrentFundingOpportunities.htm>

OVW — <http://www.justice.gov/ovw/open-solicitations>

COPS Office — <http://www.cops.usdoj.gov/Default.asp?Item=46>

#### Nondiscrimination Requirements

**Non-discrimination assurance:** Applicants must assure and certify, on the applicable awarding agency assurance form, compliance with all civil rights nondiscrimination requirements. These assurances and certifications are made by signing an assurance form that addresses various cross-cutting federal requirements, including those prohibiting unlawful discrimination. The applicable form typically is referenced in the program solicitation, and signed during the application process (electronically for most programs).

## II. Preaward Requirements

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### 2.1 APPLICATION PROCESS

**Office for Civil Rights:** The DOJ Office for Civil Rights (OCR) ensures that recipients of financial assistance from OJP, OVW, and COPS Office comply with federal laws that prohibit discrimination in both employment and the delivery of services or benefits based on race, color, national origin, sex, religion, and disability. In addition, federal law prohibits recipients of federal financial assistance from discriminating on the basis of age in the delivery of services or benefits. Recipients of financial assistance from OVW are prohibited from discriminating on the basis of sexual orientation or gender identity, either in employment or in the delivery of services or benefits. For more information see the OCR website <http://ojp.gov/about/offices/ocr.htm>.

**Discrimination findings:** In the event of a finding of discrimination, send a copy of the hearing findings to OCR. This applies to recipients of Federal funds if a Federal or State court or administrative agency finds through a due process hearing that a recipient, subrecipient, or contractor, has unlawfully discriminated.

Other civil rights requirements: Depending on the size of the organization, how much federal funding is received, and the program under which funds are received, recipients (and subrecipients in certain cases) may be required to submit an Equal Employment Opportunity Plan to OCR. If awarded Federal funds more specific information on civil rights compliance, including requirements regarding submission of an Equal Employment Opportunity Plan will be provided in the award documents. For additional information see [www.ojp.usdoj.gov/about/ocr/eeop.htm](http://www.ojp.usdoj.gov/about/ocr/eeop.htm).

#### Intergovernmental Review

Intergovernmental review is a process described in [Executive Order 12372 \[PDF - 12 Kb\]](#), through which governments at the State and local levels coordinate in the review of proposed Federal financial assistance and direct Federal development.

For those DOJ grant programs that are subject to Executive Order 12372, applicants must access the [Intergovernmental Review Single Point of Contact List \(“SPOC List”\)](#) to find out about and, as applicable, comply with the applicant’s State process under Executive Order 12372. As part of the grant application process, to complete the SF-424, applicants must make the appropriate selection (and provide any required information) in response to the question, “Is Application Subject to Review by State Under Executive Order 12372 Process?”

To determine if a DOJ program is subject to Executive Order 12372, look in the notice of funding opportunity (program solicitation) or program announcement, check the program’s CFDA entry, or contact the DOJ awarding agency.

#### Application Submittal

Applicants for DOJ funding can submit applications online through either the federal grants portal [Grants.Gov \(www.grants.gov\)](http://www.grants.gov), the DOJ’s Grants Management System (GMS) (<https://grants.ojp.usdoj.gov/gmsexternal/>), or the COPS Office Agency Portal (<https://portal.cops.usdoj.gov>). Each program solicitation will specify which system should be used for that program, and will contain detailed technical instructions on how to register with the system and apply for funding. Applicants for OJP and OVW formula/block funding, earmarked funding, and some continuation (supplemental) funding, are generally required to register and create a profile in GMS.

## II. Preaward Requirements

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### 2.1 APPLICATION PROCESS

Applicants for competitive funding are generally required to register in [Grants.Gov](#). It is best to register well in advance of the application deadline, as processing registration into these systems may take some time (in most cases, approximately one week).

Most DOJ discretionary grant solicitations require, at a minimum, a number of elements. These generally include the Standard Form 424 (SF-424 - Application for Federal Assistance), a program narrative, budget detail worksheet and budget narrative. There also are a number of certifications that may be required, and other elements as specified in the program announcement.

#### ► COPS OFFICE SPECIFIC TIP

The COPS Office might not require a budget detail worksheet with the application submittal process. Refer to the specific award program Application Guide.

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#### ⓘ FINANCIAL MANAGEMENT TIP

- **Note regarding SF-424 question regarding determination of applicant type:** Applicants must specify what type of entity they are on the SF-424. Generally, applicants for DOJ grants are one of the following types of entities: States, units of local government, Indian tribes or units of tribal government, nonprofit organizations, for-profit organizations, institutions of higher education, and (in limited circumstances) individuals. It is possible to select other applicant types, as appropriate.
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### Application Review

DOJ awarding agencies are required to ensure that awards meet certain legislative, regulatory, and administrative requirements. This requires that each DOJ awarding agency review and assess each application to determine the following:

- The applicant is eligible for the specified program.
- The costs and activities in the application are for allowable, allocable, necessary, and reasonable costs.
- The applicant possesses the responsibility, financial management, fiscal integrity, and financial capability to administer Federal funds adequately and appropriately.

#### Applicant Type

Examples of types of applicants include, but are not limited to:

- Nonprofit organization – Some DOJ programs may require that an organization have 501(c)(3) status (as described in the U.S. Internal Revenue Code)
- For-profit organization (including organizations designated as small businesses)
- State
- Unit of local government
- Tribe

## II. Preaward Requirements

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### 2.1 APPLICATION PROCESS

- Institution of higher education
- Courts
- Individuals (in limited circumstances)

#### Pre-Award Risk Assessment

DOJ is required to review and assess the potential risks presented by applicants for Federal grants prior to making an award ([2 C.F.R. § 200.205](#)). DOJ will use a variety of factors which may include financial capabilities and past performance in a risk-based approach. To facilitate part of the risk assessment, DOJ applicants (other than an individual) may be required to complete a questionnaire to assess their financial capability and submit it to DOJ before they can be approved for an award.

#### DOJ High-Risk Grantee Designation

The DOJ's High-Risk Grantee Designation Policy was formally approved on January 6, 2012, and was adopted by its three primary grant-making components: the Office of Justice Programs (OJP), the Office of Community Oriented Policing Services (COPS Office), and the Office on Violence Against Women (OVW). OJP's Office of Audit, Assessment, and Management (OAAM) is charged with administering the high-risk grantee process on behalf of DOJ. When an applicant is designated as high-risk by the OAAM, all DOJ grant-making components must consider the applicant as high-risk.

The purpose of the high-risk policy is to provide DOJ with a means of continuing to fund much needed criminal justice programs benefiting communities across the U.S., while maintaining proper stewardship of Federal funds and mitigating risk in the administration of DOJ-funded grant programs. It is important to note that high-risk grantees are not prohibited from applying for or receiving new awards from DOJ. However, high-risk grantees are managed and monitored closely, and any new awards these grantees receive are subject to additional restrictions, typically imposed through the inclusion of high-risk special conditions. Such conditions may be imposed not just at the beginning of a grant, but at any time throughout the period of the grant, if appropriate.

In general, a recipient may be designated as high-risk if any of the following apply to the recipient:

- Has a history of unsatisfactory performance;
- Is not financially stable;
- Has a management system that does not meet the standards set forth in [2 C.F.R. Part 200 \(Subpart D-Post Federal Award Requirements \(Standards for Financial and Program Management\)\)](#);
- Has not conformed to the terms and conditions of previous awards; or
- Is otherwise not responsible.

Under DOJ's policy, recipients may be designated as high-risk automatically, or as a result of a referral to OAAM from sources such as a DOJ grant-making component or other federal grant-making organization.

- High-risk referrals can be made by any DOJ personnel who works with grants, and can result from a wide variety of reasons, including, but not limited to:
  - ▶ issues identified during grant programmatic or financial monitoring reviews, budget reviews, financial capability reviews, etc.;
  - ▶ concerns noted during the routine administration of grants;

## II. Preaward Requirements

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### 2.1 APPLICATION PROCESS

- ▶ audits/investigative issues;
- ▶ complaints by recipient personnel, third parties, and/or the media, etc.
- Automatic high-risk designations are made by DOJ if any of the following conditions apply:
  - ▶ Recipient has audit reports with recommendation(s) that have been open for more than one year, and has not submitted documentation adequate to close the recommendation(s).
  - ▶ Recipient has not provided a corrective action plan to the DOJ within 105 days of transmission of the audit report to the recipient.
  - ▶ Recipient has audit reports with questioned costs in excess of \$500,000 (regardless of the amount of time the audit report has been open).
  - ▶ Recipient has been referred to the Department of Treasury for collection because of their failure to timely repay funds owed on a DOJ award.
  - ▶ Recipient has been placed on the COPS Office Restricted Grantees List due to non-compliance with a previous COPS Office award(s).
  - ▶ Recipient has been recommended for government-wide suspension or debarment by a DOJ office or component.

If high-risk grantees do not comply with the additional conditions/restrictions imposed, or fail to make timely progress in addressing the issues that resulted in their high-risk designation, DOJ can consider more substantial sanctions, such as: freezing funds on current DOJ awards; termination of existing awards; barring the grantee from receiving future DOJ grants; and/or recommending the grantee for (non-procurement) government-wide suspension or debarment.

#### **Audit Issues**

- DOJ may choose not to approve an applicant for an award if the applicant has an overdue audit report, an open audit report that has not been responded to, or if the applicant has not tried to resolve the issues identified in the audit.
- Failure to comply with audit requirements may cause an application to be rejected, or funds to be withheld until audit compliance is achieved.

#### **Verification of Taxpayer Identification Number**

- DOJ may verify the employer identification number (EIN) provided on the application.
- DOJ may assign a vendor number very similar to the recipient's EIN. This is done to ensure that a sub-agency within a governmental organization which receives awards directly will have a separate identifier from that of the parent agency.
  - ▶ For example, a State government has an EIN that is 123456777. A police department within the State applies for and receives an award from DOJ. Since the EIN is the same, a DOJ vendor number of 123456778 will be assigned in order to make the police department identifiable as a sub-agency within that State government.

## II. Preaward Requirements

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### 2.1 APPLICATION PROCESS

#### Review of Applicant Federal Debt

The SF-424 asks if the applicant is delinquent on any Federal debt.

- The applicant is the organization that is requesting Federal assistance, not the person who signs the application as the authorized representative of the organization.
- Federal debt includes delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

#### Confirmation of Dun & Bradstreet Data Universal Numbering System Number

All recipients must have a Data Universal Numbering System (DUNS) number when applying for Federal awards and cooperative agreements (initial or supplemental awards) ([2 C.F.R. Part 25 - Universal Identifier and System of Award Management](#)).

- An organization can obtain a DUNS number at no cost by calling the toll-free DUNS number request line at 1-866-705-5711.
- Individuals who apply for grant awards or cooperative agreements from the Federal Government are exempt from this requirement.

#### Confirmation of Listing in System for Award Management

[The System for Award Management \(SAM\)](#) is the Official U.S. Government system that consolidated the capabilities of the Central Contractor Registration (CCR), Federal Agency Registration (FedReg), the Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS). It became operational in August 2012. Recipients must have registered their DUNS in <https://www.sam.gov/portal/SAM/> in order to receive an award.

- SAM collects, validates, stores, and disseminates data on organizations to help agencies in their acquisition missions, including Federal agency contract and assistance awards. The term “assistance awards” includes grants, cooperative agreements, and other forms of Federal assistance.
- SAM registrations must be updated or renewed at least once per year to maintain an active status. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to the expiration of the record.
- It takes 2 to 3 days for SAM to complete record updates. Notification will be made via email when the process is complete and the record is active in SAM.
- If an organization is new to doing business with the Federal Government, the initial registration in SAM takes up to 5 days to become active. Registration with SAM requires a DUNS number and the entity’s Tax ID number (TIN).
- Organizations must maintain an “active” registration in <https://www.sam.gov/portal/SAM/> for the entire period of the award.

## II. Preaward Requirements

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### 2.1 APPLICATION PROCESS

#### Financial Analysis

DOJ will complete a financial review of the grant application to ensure that recipients are financially capable and have the financial integrity to administer Federal funds. As part of this review, each grant-making component will take all of the following steps:

- Perform a cost analysis of the project (may not be applicable to some formula programs).
  - ▶ Obtain cost breakdowns, verify cost data, evaluate specific elements of cost, and examine data to determine the necessity, reasonableness, allowability, allocability, and appropriateness of the proposed cost.
- Review the current indirect cost rates approved by DOJ or rates approved by other Federal agencies.
  - ▶ If the indirect cost rate has expired, the rate must be renegotiated with the [cognizant Federal agency](#). A current negotiated cost rate may be extended for up to four years. Once the cognizant agency has approved the extension, the rate must be used for the entire agreed-upon time period. No further negotiations regarding indirect cost rates may occur until the extension has expired. At the end of the extension period a new indirect cost rate must be negotiated. Subsequent one time extensions for up to four years are permitted if a renegotiation is completed between each extension request.
  - ▶ Non-Federal entities that have never received a negotiated indirect cost rate, except for those non-Federal entities described in [Appendix VII to 2 C.F.R. Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals](#), may elect to negotiate a rate or, if eligible, charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely.
- Determine the adequacy of the accounting system and operations to ensure that Federal funds, if awarded, will be expended in a reasonable manner.
  - ▶ Non-Federal entities that have not received an award within the past 3 years may require an additional financial review.
- Review the status of any Federal debt that the applicant may have to ensure the debt is not delinquent, and other prescreening information, including checking SAM to ensure the organization is not suspended or debarred from receiving Federal funds.

#### Certifications

DOJ requires all award applicants to certify certain conditions prior to submitting an application or before accepting an award. In order to comply with the certification requirements provided in the common rules, OJP/OVW applicants must complete and submit [Form 4061/6 \[PDF - 17 kb\]](#) entitled “Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements. For the COPS Office applicants must complete and submit the “[COPS Office Certification](#)” entitled “Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies.”

#### Debarment and Suspension Certification

Debarment and suspension certification requires that agencies establish and implement procedures to ensure that Federal assistance is not awarded to entities that are prohibited from receiving Federal funds. Those procedures should include a review of information in SAM regarding exclusion status. Such procedures help the Federal government and recipients to conduct business only with responsible persons.

## II. Preaward Requirements

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### 2.1 APPLICATION PROCESS

- This certification must be completed and submitted to each grant-making component during the application review process.
- The Government-wide guidelines for debarment and suspension are codified in [2 C.F.R. Part 180](#) and adopted by DOJ, [via 2 C.F.R. Part 2867](#), in subparts A through I, as its policies and procedures for non-procurement debarment and suspension.
- Debarment or suspension of a participant in a program by one agency has a Government-wide effect.

#### **Responsibilities for prospective block/formula recipients:**

- Recipients are responsible for monitoring subrecipient submissions of the OJP Form 4061/1, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions (Sub-Recipient),” and for maintaining these submissions at the State level.

#### **Responsibilities for individuals or corporations with critical influence or high levels of control over the prospective award:**

- Recipients that fall into this category must complete OJP [Form 4061/6 \[PDF - 17 kb\]](#) (or a similar form).
- Recipients are responsible for monitoring the submission and maintaining the official subrecipient certifications.
- Subrecipients are not required to complete certification if their subaward is less than \$100,000.

#### **Drug-Free Workplace Certification**

All applicants must meet the requirements in [Title 28 C.F.R. Part 83](#) in order to receive Federal funds. Title 28 C.F.R. Part 83 implements the statutory requirements of the Drug-Free Workplace Act of 1988.

Organizations applying for a Federal award must certify that a drug-free workplace will be maintained. Organizations that make a false certification are subject to suspension, termination, and debarment. All applicants are required to certify, regardless of award amount.

#### **Additional requirements:**

- Direct recipients of Federal discretionary awards must certify compliance with the Drug-Free Workplace Act of 1988.
- State agencies that administer block/formula awards:
  - ▶ Must submit this certification to the awarding agency.
  - ▶ Must obtain certification from each State agency that is subawarded funds.
  - ▶ Subrecipients that are not a State agency are not required to submit the certification.
- Applicants with more than one prospective award are required to submit a certification for each award.
- There is one exception to the rule: a State, including a State agency, may submit a single annual certification to each awarding agency rather than one for each award.

#### **There are different certifications for individuals and organizations:**

- **Individuals** must certify that engagement in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in conducting any activity with the award will not occur.

## II. Preaward Requirements

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### 2.1 APPLICATION PROCESS

- **Organizations** must certify that a drug-free workplace will be provided by ensuring the following:
  - ▶ Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or uses of a controlled substance are prohibited in the workplace and specify that actions will be taken against employees for violation of such prohibition.
  - ▶ Establish a drug-free awareness program to make employees aware of:
    - The dangers of drug abuse in the workplace;
    - The policy of maintaining a drug-free workplace;
    - Any available drug counseling, rehabilitation, and employee assistance programs; and
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - ▶ Require that each employee engaged in the performance of the award be given a copy of the employer's statement about drugs in the workplace.
  - ▶ Notify the employee that, as a condition of employment under the award, he or she must:
    - Abide by the terms of the statement; and
    - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than 5 days after such conviction.
  - ▶ Notify the awarding agency within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
  - ▶ Take one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
    - Take appropriate personnel action against such an employee, up to and including termination; or
    - Require the 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.

### Lobbying Certification

This certification must be completed prior to submitting an application or before accepting an award. Guidance on lobbying certification and restrictions can be found in [Title 28 C.F.R. Part 69](#). These restrictions on lobbying apply to all recipients and subrecipients.

Additional restrictions on lobbying applicable to all recipients and subrecipients are:

- [18 United States Code \(U.S.C.\) 1913](#)
- [Interim Financial Guidance for New Restrictions on Lobbying \[PDF - 34 Kb\]](#)
- [Lobbying Disclosure Act of 1995](#)

In addition to the restrictions above, recipients are required to adhere to restrictions on lobbying included in [31 U.S.C. § 1352](#). These restrictions include the following:

- Recipients of a Federal grant, cooperative agreement, or contract cannot use Federal funds to pay a 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 any of the following covered Federal actions:
  - ▶ The awarding of any Federal contract;

## II. Preaward Requirements

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### 2.1 APPLICATION PROCESS

- ▶ The making of any Federal grant;
- ▶ The entering into of any cooperative agreement;
- ▶ The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.
- Individuals who receive an initial Federal grant, contract, or cooperative agreement of more than \$100,000, must submit a Lobbying Certification to that awarding agency certifying that:
  - ▶ Payments have not been made and will not be made for a lobbying activity;
  - ▶ If non-Federal funds have been used or will be used to pay anyone for lobbying activities, then a Disclosure of Lobbying Activities form will be submitted;
  - ▶ The information from this certification will be included in the award documents for all subawards at all tiers (including subcontracts, subawards and contracts under awards, and cooperative agreements), and all subrecipients must provide certification and disclosure;
  - ▶ The disclosure form will be submitted to the awarding agency;
  - ▶ Recipients and subrecipients are responsible for reporting lobbying activities of employees if the employee's tenure is less than 130 working days within 1 year immediately preceding the date the application or proposal submission; and
  - ▶ Subrecipients who request or receive Federal funds exceeding \$100,000 will submit a certification and a disclosure form to the awarding agency.

All certifications will be maintained by the awarding agency and all disclosure forms will be forwarded from tier to tier until received by DOJ.

The disclosure form must contain the following information:

- Name and address of reporting entity;
- Federal program name;
- Federal award number;
- Federal award amount;
- Name and address of lobbying registrant.

If an event occurs that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed, then a disclosure form must be filed at the end of each quarter. The following examples of such events are provided below:

- A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action.
- A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action.
- A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Penalties and enforcement of lobbying restrictions will be as follows:

- Organizations making an expenditure prohibited by the restrictions on lobbying will be subject to a civil penalty of \$10,000 to \$100,000 for each expenditure.

## II. Preaward Requirements

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### 2.1 APPLICATION PROCESS

- Failure to file or amend the disclosure form as required will result in a civil penalty of \$10,000 to \$100,000 for each such failure.

See [Chapter 13: Unallowable Costs](#) for cost restrictions relating to lobbying.

#### **Seat Belt Use by Government Contractors, Subcontractors, and Grantees**

Federal Government contractors, subcontractors, award recipients, or subrecipients are encouraged to enforce policies that require employees, contractors, or subrecipients to wear seat belts when driving company-owned, rented, or personal vehicles while on the job. For the Federal policy on seat belt use, refer to the [Highway Safety Act](#).

#### **Text Messaging While Driving by Government Contractors, Subcontractors, Award Recipients, and Subrecipients**

Federal Government contractors, subcontractors, award recipients, or subrecipients are encouraged to enforce policies that ban text messaging while driving company-owned, rented, or Government-owned vehicles; while driving privately owned vehicles when on official Government business; or when performing any work for or on behalf of the Government. For more on this topic, see [the Federal policy on reducing text messaging while driving \[PDF - 57 Kb\]](#).

#### **Tribal Eligibility—Government Discount Airfare**

Tribal organizations carrying out a contract, grant, or cooperative agreement are eligible to have access to Federal sources of supply, including lodging providers, airlines, and other transportation providers.

Section 201(a) of the Federal Property and Administrative Services Act of 1949, 40 U.S.C. 481(a), indicates that employees of tribal organizations are eligible to have access to sources of supply on the same basis as employees of an executive agency if a request is made by the tribal organization.

## II. Preaward Requirements

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### 2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

#### Award Notification and Acceptance Procedures

After applications have gone through the review process and have been approved, the next step in this process is award notification. Here are the details:

- The Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW) send award notifications by email through the Grants Management System (GMS) to the individuals listed in the application as the point of contact and the authorizing official.
- GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date.
- The email notification includes detailed instructions on how to access and view the award documents and how to accept the award in GMS.
- The Office of Community Oriented Policing Services (COPS Office) sends award notifications by email to the law enforcement and government executives (and financial official if applicable) listed in the application.
- The email notification contains information on how to access and view the award on the COPS Agency Portal.
- The COPS Office provides detailed instructions for accepting the award in the COPS Grant and Award Owner's Manuals available through the COPS Office website.

The award document serves as the official document binding the recipient and DOJ to the grant agreement. A sample award document is included in [Appendix I](#). It includes the name of the recipient, project title, award period, budget period, type of Federal funds (grants and cooperative agreements), amount of Federal funds, award number, and special conditions that must be met during the award period.

#### ACTION ITEM

Recipients have 45 days from the award date to accept the OJP or OVW award document or the award may be rescinded. The COPS Office awards have a 90-day acceptance time frame.

To accept an award from OJP or OVW, log into GMS and designate a Financial Point of Contact (FPOC). Instructions for designating a FPOC can be found in the [GMS User Guide](#).

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Here are some important points about the FPOC:

- The FPOC must be the individual(s) the recipient has designated as responsible for the financial administration of the award.
- He or she may be the same as the Point of Contact (POC). Alternatively, the FPOC may be one or more separate individuals designated by the recipient.
- The designation of the FPOC must be completed in GMS before the award acceptance documents can be printed.

Once the FPOC has been designated, recipients should:

- Review the award document carefully.

## II. Preaward Requirements

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### 2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

- Have the award document signed and dated by the authorized recipient official designated in the application to indicate full acceptance of all terms and conditions. The name of this person is preprinted on the award document. (Please follow the instructions provided in the award notification.)

OJP and OVW will accept either a scanned physically signed document, or an electronically signed document (as stated in the instructions provided in the award notification.)

To accept an award from the COPS Office, log into the COPS Agency Portal, located on the *Account Access* tab on the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov), to retrieve the award package. Follow the instructions for accepting and signing an award.

#### FINANCIAL MANAGEMENT TIP

- For OJP or OVW, if the name of the person accepting the award is not the name preprinted on the award document, then the recipient must submit a Grant Adjustment Notice (GAN) to explain the reason for the change. Submission of the GAN is done through the GMS. The award acceptance document will be rejected if it is signed by anyone other than the authorizing recipient official named on the award document unless a GAN has been approved.
- For the COPS Office, if the name of the person accepting the award is not the name preprinted on the award document, then the recipient will need to submit a Change of Information form in the COPS Agency Portal and notify their program manager or grant program specialist, who will regenerate the award document.

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**Do not make any changes to the award document! Doing so will make it null and void.**

To accept an OJP award, the signed award document and the special conditions should be submitted to the OCFO Control Desk via email to [acceptance@usdoj.gov](mailto:acceptance@usdoj.gov).

To accept an OVW award, the signed award document and the special conditions should be submitted to OVW via email to [OVW.Acceptance@usdoj.gov](mailto:OVW.Acceptance@usdoj.gov).

## II. Preaward Requirements

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### 2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

To accept an award from the COPS Office, the signed award document and the special conditions must be signed electronically in the COPS Agency Portal.

#### ACTION ITEM

Select **only one** submission method to avoid duplicate submissions. The original signed award document should be retained by the award recipient in its official award file.

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To decline the award, please contact the program manager identified in the award to discuss the reasons for this decision. No Federal funds will be disbursed to a recipient until DOJ has received the signed award document indicating acceptance of the award and all special conditions.

#### FINANCIAL MANAGEMENT TIP

Direct questions concerning award notification and acceptance to the appropriate [DOJ contact\(s\)](#).

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### Special Conditions

[Special conditions](#) are terms and conditions that are included with the award. Special conditions may include additional requirements covering areas such as programmatic and financial reporting, prohibited uses of Federal funds, consultant rates, changes in key personnel, and proper disposition of program income.

Some special conditions may be based on the program or the nature of the award itself. Regardless of the program office or the award, there are several mandatory special conditions that will be included on any DOJ award. A list of all the mandatory special conditions for each DOJ grant-making component is available at the following links:

- OJP – <http://ojp.gov/funding/Explore/SolicitationRequirements/MandatoryTermsConditions.htm>
- OVW – standard special conditions are available on OVW’s website at <http://www.justice.gov/ovw/grantees>
- The COPS Office – standard award conditions are available in the Grant Owner’s Manual or Award Owner’s Manual on the COPS Office website.

#### FINANCIAL MANAGEMENT TIP

Failure to comply with special conditions may result in withholding of funds, suspension, or termination, as appropriate.

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## II. Preaward Requirements

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### 2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

#### Federal Obligation Process

When an award is approved, the Federal agency that is granting the award will reserve (set aside) the amount of the money provided under the award and record the obligation in its accounting system. Any funds or monies that are set-aside funds are reserved against the award until all of these funds are spent.

If the funds are not used within statutory or other time limits, the funds that were set aside will revert back to DOJ or the awarding agency through de-obligation of the unused balance.

Funding process:

- On the award date, notification is made of award approval and obligation, as described previously.
- Once an award has been accepted, in order to receive payment of funds obligated in DOJ's accounting system, recipients must be in compliance with the special conditions listed in the award document as well as with all reporting requirements.
- All recipients are required to submit the SF-425 (also known as the Federal Financial Report or FFR) for each award on a quarterly basis for the life of the grant. A copy of the FFR is located in [Appendix II](#).
- All recipients are required to submit performance/progress reports. Recipients should review their award conditions to determine the frequency.
- Funds will not be disbursed if reports are delinquent.

#### FINANCIAL MANAGEMENT TIP

If the award date is after the start date of the award period, the first FFR submitted to DOJ should cover the time period from the actual start date of the award to the end of the calendar quarter. Recipients will be required to submit FFRs for all due dates which have passed upon acceptance of the award. For example, an award's period of performance is October 1, 2017 to September 30, 2018. The recipient is awarded the grant on October 20, 2017. The first FFR covers the period from October 1, 2017 to December 31, 2017, even if the accounting system will only show activity from October 20, 2017 to December 31, 2017.

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#### Automated Clearinghouse Enrollment

Before starting to [draw down](#) and spend the award funds, an Automated Clearinghouse (ACH) form must be completed and submitted. This form will have banking information on it, which enables award funds to be electronically transferred to the recipient's bank account.

#### ACTION ITEM

The completed ACH form that is required to be submitted can be signed electronically or with physical ink (wet) signature by an authorized official of the financial institution. ACH forms can be found at <http://ojp.gov/funding/Apply/Resources/ACHVendor.pdf>, along with instructions on where to submit the signed document.

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## II. Preaward Requirements

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### 2.2 ACCEPTANCE OF AWARD AND AWARD CONDITIONS

The U.S. Department of the Treasury uses the ACH information to transmit payment data using electronic funds transfer to the recipient's designated financial institution. Payments cannot be made without a current, valid, and complete ACH form on file.

[Chapter 3.1](#) of this *Guide* provides additional information on payments and the Grants Payment Request System (GPRS).

#### FINANCIAL MANAGEMENT TIP

A new ACH form does not have to be submitted for each new award. However, if the current banking information needs to be revised, then a new ACH form must be submitted.

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## II. Preaward Requirements

### 2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

#### Accounting System

All recipients and subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Recipients must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. Keep detailed accounting records and documentation to track all of the following information:

- Federal funds awarded
- Federal funds drawn down
- Matching funds of State, local, and private organizations, when applicable
- Program income
- Subawards (amount, purpose, award conditions, and current status)
- Contracts expensed against the award
- Expenditures

Please consult [Subpart D of 2 C.F.R. Part 200](#), including [2 C.F.R. § 200.302](#), for more information.

#### ▶ OJP SPECIFIC TIP

For the OVC Victim Compensation Program, there is no financial requirement to identify the source of individual payments to crime victims as either federal or state dollars, nor is there any requirement that restitution recoveries or other refunds be tracked to federal or state dollars paid out to victims. However, the state agency administering funds under this program must have in place an adequate accounting system to capture and track all financial transactions related to the victim compensation grant; and upon request, must provide authorized representatives with access to and the right to examine all records, books, paper or documents related to the victim compensation grant per the [VOCA Victim Compensation Program Guidelines](#) – 66 Fed. Reg. 27158 (May 16, 2001), Sections V.G and IX.A.

#### What Is An Adequate Accounting System?

- An adequate accounting system can be used to generate reports required by award and Federal regulations. The system must support all of the following:
  - ▶ Financial reporting that is accurate, current, complete, and compliant with all financial reporting requirements of the award or subaward.
  - ▶ Recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.
  - ▶ Accounting systems should be able to account for award funds separately (no commingling of funds).
- An adequate accounting system allows recipients to maintain documentation to support all receipts and expenditures and obligations of Federal funds.
- An adequate accounting system collects and reports financial data for planning, controlling, measuring, and evaluating direct and indirect costs.

## II. Preaward Requirements

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### 2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

- The system should have all of the following capabilities:
  - ▶ **Internal control.** The system should allow for effective control and accountability for all grant and subgrant cash, real and personal property, and other assets. Recipients and subrecipients must adequately safeguard all such property and assure that it is used solely for authorized purposes. Please consult [2 C.F.R. § 200.303](#) for additional information.
  - ▶ **Budget control.** The system should compare actual expenditures or outlays with budgeted amounts for each award and subaward. It also must relate financial information to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the award or subaward agreement.
  - ▶ **Allowable cost.** The system should support making sure that Federal cost principles, agency program regulations, and the terms of grant and subgrant agreements are followed in determining the reasonableness, allowability, and allocability of costs.
  - ▶ **Source documentation.** The system should require support for accounting records with source documentation (e.g., canceled checks, paid bills, payrolls, time and attendance records, and contract and subgrant award documents).
  - ▶ **Cash management.** An adequate system will require following procedures for minimizing the time between the transfer of funds from the U.S. Department of the Treasury and disbursement by recipients and subrecipients whenever advance payment procedures are used. Also, when advances are made by electronic funds transfer, or EFT methods, the system should help to make draw downs as close as possible to the time of making disbursements.
  - ▶ **Subrecipient monitoring support.** The system should involve monitoring of cash draw downs by subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the direct recipient.
- An adequate accounting system for a recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

The adequacy of the financial management system may be reviewed as part of the application process or at any time subsequent to the award. For additional information see [Subpart D of 2 C.F.R. Part 200](#).

#### Separate Tracking of Awards

To properly account for all awards, recipients should establish and maintain program accounts which will enable separate identification and accounting for:

- Block and formula grant funds expended through subrecipients
- Formula funds utilized to develop a State plan and to pay that portion of expenditures necessary for administration
- Receipt and disposition of all funds (including program income)
- Funds applied to each budget category included within the approved award
- Expenditures governed by any special and general provisions
- Non-Federal matching contribution, if required

For additional information see Subpart D of [2 C.F.R. Part 200](#).

## II. Preaward Requirements

### 2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

#### Total Project Cost Budgeting and Accounting

To ensure adequate fiscal administration, accounting, and auditability of all Federal funds received, records should be established using the Federal agency “total project cost”. This includes all of the following types of funding sources:

- Federal funds
- State funds
- Match
- Program income
- Any other funds received for the program

Budgets should be based upon the total estimated costs for the project including all funding sources. List anticipated expenditures according to the funding source from which they will be paid. The example below displays one sheet of a sample budget; additional back-up pages will further break out personnel and other costs, as well as the anticipated source(s) for match and program income.

Budget Categories	Federal Award	Non-Federal Amount	Total
Personnel/Direct Labor	\$69,732	\$22,145	\$91,877
Fringe @ 33% Actual	\$23,012	\$7,308	\$30,320
<b>Subtotal</b>	<b>\$92,744</b>	<b>\$29,453</b>	<b>\$122,197</b>
Travel	\$4,620	—	\$4,620
Equipment	—	—	—
Supplies	\$2,970	—	\$2,970
Consultants/Contracts	\$4,000	—	\$4,000
Other	\$2,618	—	\$2,618
Total Direct Costs	\$106,952	\$29,453	\$136,405
	—	—	—
Indirect @ 10% Modified Direct Costs (MTDC)	\$10,695	\$2,945	\$13,640
<b>Total Project Costs</b>	<b>\$117,647</b>	<b>\$32,398</b>	<b>\$150,045</b>

#### Commingling of Funds

Although Federal regulations do not require physical segregation of cash deposits, the accounting systems of all recipients and subrecipients must ensure that agency funds are not commingled with funds from other Federal or private agencies.

- Recipients and subrecipients must account for each award separately.
- Recipients and subrecipients are prohibited from commingling funds on either a program-by-program or project-by-project basis.
- Funds specifically budgeted and/or received for one project may not be used to support another.
- If the recipient’s or subrecipient’s automated general ledger accounting system cannot comply with this requirement, a system should be established to adequately track funds according to each budget category.

## II. Preaward Requirements

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### 2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

#### **i FINANCIAL MANAGEMENT TIP**

Some programs, such as the Justice Assistance Grant program, require the deposit of funds into a trust fund. In addition, sometimes a high-risk designation will require a recipient to segregate awards into separate bank accounts.

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If the recipient's or subrecipient's accounting system does not make it possible to identify funds and expenditures with a particular program (with the identification supported by source documentation), a site visit or an audit of that program may result in those costs being questioned or disallowed.

#### **Recipient and Subrecipient Accounting Responsibilities**

- Direct recipients must have established written policies on subrecipient monitoring ([2 C.F.R. § 200.331](#)). Please refer to [Chapter 3.14](#) for additional information about subrecipient monitoring.

#### **Reviewing Financial Operations**

- Direct recipients should be familiar with, and periodically monitor, their subrecipients' financial operations, records, systems, and procedures.
- Recipients should direct particular attention to the subrecipient's maintenance of current financial data.

#### **Recording Financial Activities**

- The recipient should record in its financial records in summary form the subrecipient's award or contract obligation, as well as cash advances and other financial activities.
- The recipient should record in its records the expenditures of its subrecipients. Alternatively the subrecipient may file report forms for tracking of its financial activities.
- Non-Federal contributions applied to programs or projects by subrecipients should likewise be recorded, as should any program income resulting from program operations.

#### **Budgeting and Budget Review**

- The recipient should ensure that each subrecipient prepares an adequate budget on which its award commitment will be based.
- The detail of each project budget should be kept on file by the recipient.

#### **Accounting for Non-Federal Contributions**

- Non-Federal contributions may include in-kind services (donated services such as volunteered time) or cash.
- Recipients should ensure that the requirements, limitations, and regulations pertinent to non-Federal contributions are applied.

#### **Ensuring Subrecipients Meet All Grant Requirements**

- Recipients must ensure that subrecipients have met the necessary audit requirements contained in this *Guide* (see [Chapter 3.19: Audit Requirements](#)). For additional information, see [2 C.F.R. § 200.331\(f\)](#).

## II. Preaward Requirements

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### 2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

#### ACTION ITEM

Where the conduct of a program or one of its components is delegated to a subrecipient, the direct recipient is responsible for all aspects of the program including proper accounting and financial recordkeeping by the subrecipient. The recipient is responsible for the accounting of receipts and expenditures, cash management, maintenance of adequate financial records, and refunding of expenditures disallowed by audits.

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#### Reporting Irregularities

- Recipients and their subrecipients are responsible for promptly notifying the awarding agency and the Federal cognizant audit agency of any illegal acts, irregularities, and/or proposed or actual actions.
- Illegal acts and irregularities include conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.
- Please notify the appropriate DOJ awarding agency of any irregularities that occur.

#### Avoiding Business with Debarred and Suspended Organizations

- Recipients and subrecipients must not award or permit any award at any level to any party which is debarred or suspended from participation in Federal assistance programs.

For details regarding debarment procedures, see the government-wide guidelines for debarment and suspension codified in [2 C.F.R. Part 180](#), and [2 C.F.R. Part 2867](#), which adopts the OMB guidance in subparts A through I of Title 2 C.F.R. Part 180, as supplemented by Title 2 Part 2867, as the DOJ policies and procedures for non-procurement debarment and suspension.

#### Bonding

- The awarding agency may require adequate fidelity bond coverage where a recipient lacks sufficient coverage to protect the Federal Government interest (see [2 C.F.R. § 200.304](#)).

#### Contracting with Small and Minority Businesses

Consistent with the national goal of expanding the opportunities for women-owned and minority-owned business enterprises, recipients must take all necessary affirmative steps to ensure that women's business enterprises, minority businesses and labor surplus area firms are used when possible. For more information see [2 C.F.R. § 200.321](#).

## II. Preaward Requirements

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### 2.3 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

#### Supplanting

Federal funds must be used to **supplement** existing State and local funds for program activities and must not supplant (replace) those funds that have been appropriated for the same purpose.

- Supplanting will be reviewed during post-award monitoring and audit.
- If reviewers think that supplanting may have occurred, then the recipient will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
- For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds.

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#### Example

To help clarify the difference between supplementing and supplanting, we provide the following example:

State funds are appropriated to hire 50 new police officers, and Federal funds are awarded for hiring 60 new police officers. At the end of the year, the State has hired 60 new police officers, and the Federal funds have been exhausted. The State has not used its funds towards hiring new officers, but instead reduced its appropriation for that purpose and assigned or appropriated the funds to another purpose. In this case, the State has supplanted its appropriation with the Federal funds. If supplanting had not occurred, 110 new officers would have been hired using Federal funds for 60 officers and State funds for 50 officers.

#### ► COPS OFFICE SPECIFIC TIP

For COPS hiring grant programs it is also important to track reductions-in-force and vacancies of locally budgeted positions during the grant award implementation.

Reduction-in-Force – Contact the COPS Office for guidance.

Vacancies – Maintain job announcements and other documentation that demonstrates the recipient took active and timely steps to backfill locally funded positions. As a general rule, when both locally budgeted vacancies and COPS funded positions are vacant, hire officers on a 1:1 ratio. Example: hire one COPS funded position for each local position hired to avoid potential supplanting issues and to help ensure timely implementation of the COPS hiring grant. For any questions on complying with the nonsupplanting requirement, please contact the COPS Office Response Center at 800-421-6770.

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## III. Postaward Requirements

### 3.1 PAYMENTS

#### Using the Grant Payment Request System

Frequently Asked Questions	
Q	What is meant by the term “ <a href="#">draw down</a> ”?
A	“Draw down” is the term used to describe the process when a recipient requests and receives money under an award agreement.
Q	How does the money reach our organization?
A	Electronic funds transfer from the U.S. Department of the Treasury based on the information you provided on the Automated Clearinghouse (ACH) form.
Q	How do I request payment for my organization’s award?
A	Through the Grant Payment Request System, or GPRS.
Q	I tried to draw down funds but the system will not let me. What do I do?
A	We suggest that you follow up in one or more of the following ways: <ul style="list-style-type: none"><li>• Check for any error messages you may have received in GPRS and document the error message. Sometimes minor data entry errors will cause error messages. Also, if you need to call Customer Service, having the error messages will assist us in determining how to resolve your issues.</li><li>• Check to see if all award special conditions, including high-risk special conditions, if applicable, have been met. Many special conditions lead to the withholding of funds until the conditions have been met and cleared through either a Grant Adjustment Notice (GAN) or Grant Program Specialist/program manager for COPS Office awards.</li><li>• Check to see that all Federal Financial Reports (FFRs) and Progress Reports have been submitted. The system has automatic verification features in place that prevent drawdowns if all the required reports have not been submitted.</li><li>• Call <a href="#">Customer Service</a>.</li></ul>
Q	What if I am not a Financial Point of Contact (FPOC) in the Grants Management System (GMS)? Can I still register for GPRS?
A	No. You must first register in GMS as an FPOC. (Not applicable to COPS Office awards).
Q	How do I register as a FPOC in GMS?
A	Please go to the GMS website at <a href="https://grants.ojp.usdoj.gov/gmsexternal">https://grants.ojp.usdoj.gov/gmsexternal</a> to register. Also visit <a href="#">Chapter 2.2: Acceptance of Award and Award Conditions</a> for additional information.

GPRS is the system for requesting payment of award funds. It is an online system that allows viewing of active award balances and history of drawdowns to date. GPRS can be accessed at <https://grants.ojp.usdoj.gov/gprs/welcome>. The [GPRS User Guide \[PDF - 2.05 MB\]](#) provides information on using GPRS.

Some highlights of the GPRS:

- Ability to view and print a transaction history report for each award
- Access to award information summary
- Ability to view available funds to include any holds
- View date of last submission of Standard Form 425 (SF-425)
- Ability to cancel pending payment request
- Secure individual login

## III. Postaward Requirements

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### 3.1 PAYMENTS

The username and password used to access GPRS will vary based on the Federal organization that issued the award.

If the award was issued by the Office of Justice Programs (OJP) or the Office on Violence Against Women (OVW), only user(s) within the organization that has been designated as the FPOC for the award in GMS may access GPRS.

- To log in and submit payment requests, the FPOC must first register in GPRS.
- To complete the GPRS registration, the FPOC will need their GMS username and password.
- Once the registration has been successfully submitted, the information will be verified against GMS.
- During this time, the FPOC will not be able to log into GPRS until receipt of an email from GPRS approving his or her access.
- After the FPOC receives the approval email, he or she may log into GPRS using his or her existing GMS username and password.

If the award was issued by the Office of Community Oriented Policing Services (COPS Office) and a preregistration email has been received from GPRS, then log into GPRS using the username and temporary password provided in the email. If a preregistration email has not been received, then the person(s) within the organization responsible for payment requests must register in GPRS.

- To register in GPRS for COPS Office awards, follow these steps:
  - ▶ Click on the following GPRS link: <https://grants.ojp.usdoj.gov/gprs/welcome>
  - ▶ Select the option for "New GPRS User Registration for COPS"
  - ▶ Enter a unique username and response to a secret question
  - ▶ Enter Name and contact information
  - ▶ Enter the Vendor number found through the COPS Office Agency Portal
- Indicate the awards to which access for submitting payment requests is being requested.  
*Note: It only will be possible to submit payment requests for the COPS Office awards selected.*
- Once the registration has been successfully submitted, the user and award information will be verified by the COPS Office. During this time, it will not be possible to log into GPRS until receipt of an approval email from GPRS with the login information. The approval email will also list the COPS Office awards to which access has been given. If access was denied for any award selected during registration, the rejection reason will be included in the GPRS email.
- After the approval email is received, log into GPRS using the username and temporary password provided in the email within 72 hours and change the temporary password to a permanent password.

#### FINANCIAL MANAGEMENT TIP

Recipients with both OJP/OVW and COPS Office awards will be required to maintain two separate accounts in GPRS.

For questions on GPRS, please contact the appropriate [grant-making component](#).

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# III. Postaward Requirements

## 3.1 PAYMENTS

### Payment Transaction Timeline

Top Ten Tips for the GPRS Process	
1	Make sure the grant award document has been signed and returned.
2	Be current on all required reports (i.e., FFRs, Progress, etc.).
3	Make sure all special conditions affecting payment have been met.
4	Make sure a signed ACH Enrollment form with current banking information has been submitted.
5	If registering with OJP/OWW, the FPOC in GMS must have the GMS login ID and password.
6	If registering with the COPS Office, provide the assigned vendor number and select the award number(s) for access.
7	Know if the request is for an advance or reimbursement, advances must be spent within 10 days of receipt.
8	Confirm the expenditure dates (the funding request cannot overlap dates used previously).
9	Know the amount being requested.
10	Pay attention to any error messages.

The GPRS process and timeline for payment transactions is as follows:

- Recipients access GPRS via the web to request payment of funds.
- Once a request has been made, GPRS checks several items, including but not limited to:
  - ▶ Whether funds are available to be drawn on the award;
  - ▶ Whether all withholding special conditions have been met; and
  - ▶ Whether all required reports have been filed.
- Once GPRS has approved the payment, the information is transmitted to the U.S. Department of the Treasury (Treasury).
- Payment is electronically deposited into the recipient’s bank account, typically within 72 hours.

The Debt Collection Improvement Act of 1996 states that all eligible recipients of Federal payments must receive funds electronically. In addition to the payment, the bank also receives what is called an addendum record which provides payment information and gives details necessary for accurate posting into the correct account.

The Treasury uses ACH information to transmit payment data using electronic funds transfer to the recipient’s designated financial institution. Without a current, valid and complete ACH form on file, payment requests for the same grant on the same day must be less than \$10 million.

With a current, valid and complete ACH form on file, payment requests for the same grant on the same day must be less than \$100 million. For questions regarding ACH information on file with DOJ, please contact the OCFO Customer Service Center at 1-800-458-0786 or by email at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

In order to timely close out financial records at the end of each month, DOJ does not process payment requests during the last 5 business days of each month. Payment requests submitted during the last 5 business days will be processed on the first business day of the following month.

## III. Postaward Requirements

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### 3.1 PAYMENTS

#### FINANCIAL MANAGEMENT TIP

- Treasury will deposit payments into the bank account designated on the signed and filed ACH form.
  - Remember that FFRs and Progress Reports must be current in order to draw down funds.
- 

#### ACTION ITEM

- Please contact the bank to arrange access to addendum records for bank accounts.
  - DOJ strongly suggests that recipients make payment requests before the last 5 working days of each month.
  - At the end of the award period, please request draw down for any allowable expenses within 90 days!
- 

### Understanding the Withholding of Funds

Under certain circumstances, a grant recipient may be unable to access or draw down funds on an award. The awarding agency may withhold funds from the organization if any of the following conditions exist:

- Program or project goals have not been timely met.
- Cash has been drawn down in excess of immediate needs for disbursement.
- Award special conditions or guidelines have not been met.
- Programmatic/financial monitoring, Office of the Inspector General Audits, or single audits revealed serious concerns regarding the administration of the award, subawards, or contracts.
- FFRs, Progress Reports, and/or Audit Reports have not been submitted by the due date.
- A closeout of the award has not been initiated within 90 days of the end of the project period.
- The recipient has been designated as a DOJ high-risk grantee.

### Draw Only What is Needed

Organizations should request funds based upon immediate disbursement/reimbursement requirements. Funds will not be paid in a lump sum, but rather disbursed over time as project costs are incurred or anticipated.

Draw down requests should be timed to ensure that Federal cash on hand is the minimum needed for disbursements/reimbursements to be made immediately or within 10 days. If not spent or disbursed within 10 days, funds must be returned to the awarding agency.

Fund requests from subrecipients create a continuing cash demand on award balances of the recipient. Recipients should keep in mind that idle funds in the hands of subrecipients will impair the goals of effective cash management.

## III. Postaward Requirements

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### 3.1 PAYMENTS

Develop written procedures for cash management of funds to ensure that Federal cash on hand is kept at or near zero. DOJ periodically conducts financial reviews to ensure that this requirement is met.

#### ► OJP SPECIFIC TIP

A few block grant programs may be drawn down or paid out in a lump sum. Program examples include the Byrne Justice Assistance Grant [JAG] Program, Juvenile Accountability Block Grant [JABG] Program, and State Criminal Alien Assistance Program [SCAAP] awards.

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### Managing Interest Earned

Both recipients and subrecipients should minimize the time elapsed between receiving Federal funds and the disbursement of those funds to pay for program expenses. Various laws and regulations affect how interest income earned on Federal funds should be accounted for, used, and returned to the Federal Government.

Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by financial institutions) to assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSE, or another federal agency payment system. Please refer to the How to Manage Interest Income table at the end of this chapter for remittance instructions.

### Understanding the Cash Management Improvement Act of 1990

[The Cash Management Improvement Act of 1990](#) (Public Law No. 101-453) was an amendment to the Intergovernmental Cooperation Act of 1968 (31 USC § 6503). Under the CMIA, States are no longer exempt from returning interest to the Federal Government for drawing down funds prior to the need to pay off obligations incurred. Rather, States are required to pay interest in the event that the State draws down funds before the funds are needed to pay for program expenses.

Recipients and subrecipients that administer confidential funds may establish different procedures for administering confidential funds to provide quick access to funds to meet the needs of the project. Written policies and procedures must be in place to address confidential funds. [Chapter 3.12: OJP’s Confidential Funds](#) defines and discusses confidential funds.

The Cash Management Improvement Act of 1990 and other laws will have different impacts on different kinds of award recipients.

# III. Postaward Requirements

## 3.1 PAYMENTS

### How to Manage Interest Income

Award Type	Regulatory Reference	How to Manage Interest Income	Where to Send Interest Income
<b>Non Federal Entities</b>			
All Entities	Cash Management Improvement Act of 1990, an amendment to the Intergovernmental Cooperation Act of 1968, 31 U.S.C. 6503.	<p>Up to \$500 in interest may be retained for administrative purposes.</p> <p>Return interest income in excess of \$500.</p>	<p>U.S. Department of Health and Human Services.            For ACH Returns:            RN: 051036706            Acct. #: 303000            Bank Name and Location:            Credit Gateway—ACH Receiver            St. Paul, MN</p> <p>For FedWire Returns:            RN: 021030004            Acct. #: 75010501            Bank Name and Location:            Federal Reserve Bank            Treasury NYC/Funds            Transfer Division New York, NY            (Organizations may incur a charge for this time of payment)</p> <p>Non electronic remittance capability / make check payable to:            The Department of Health and Human Services            HHS Program Support Center            P.O. Box 530231            Atlanta, GA 30353-0231</p>
JAG JABG (OJP only)	Cash Management Improvement Act of 1990, an amendment to the Intergovernmental Cooperation Act of 1968, 31 U.S.C. 6503-42 U.S.C. 3757.	<p>Account for and report as program income.</p> <p>Use for program purposes.</p> <p>Return unused interest income.</p>	Office of Justice Programs Office of the Chief Financial Officer Attn: Accounting Control Branch Washington, D.C. 20531

## III. Postaward Requirements

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### 3.2 PERIOD OF AVAILABILITY OF FUNDS

#### Availability of Funds

The Department of Justice (DOJ) makes awards for a specified period of time, usually referred to as the award or project period. The award period is established for each award and is included in the award document. Award periods generally range from 12 to 36 months (the period can be shorter or longer depending on the specific program). Review the award document in detail and pay particular attention to the project start and end dates. In some cases, award periods may be extended if specific criteria are met. See the discussion of no-cost extensions in the [Criteria for Award Extension](#) section for more information.

#### ► OJP SPECIFIC TIP

Some block/formula awards administered by the Bureau of Justice Assistance (BJA) and the Office of Juvenile Justice and Delinquency Prevention (OJJDP) are awarded for the federal fiscal year of the appropriation plus two additional federal fiscal years.

Some grants administered by the Office for Victims of Crime (OVC) are available for the federal fiscal year of the award plus the following three fiscal years. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award is actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OJP has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2018, are available until the end of FY 2021).

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#### Obligation of Funds

An obligation is a binding agreement made during a given period that requires payment during the same or a future period. For example, if an order is placed for a piece of equipment to be purchased with award funds, the order is an [obligation](#). See [2 C.F.R. § 200.71](#) (definition of “Obligations”).

Obligations must occur during the project period stated on the award document. An obligation occurs when there is a binding agreement, such as in a valid purchase order or requisition, that covers the cost of purchasing an authorized item on or after the begin date and up to the last day of the award period. See [2 C.F.R. § 200.309](#) (Period of Performance).

#### ⓘ FINANCIAL MANAGEMENT TIP

Obligations must occur during the project period. If funds are obligated (e.g., enter into a contract) prior to the start of the project period, that obligation may not be an allowable expense, unless the award recipient notifies the awarding agency in advance in writing and receives prior written approval from the awarding agency.

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Any funds not obligated by the recipient by the end of the award period will lapse and revert to the awarding agency. The obligation deadline is the last day of the grant award period unless otherwise stipulated. No additional obligations can be incurred after the end of the award. For example, if the award period is October 1, 2017 to September 30, 2019, the obligation deadline is September 30, 2019.

# III. Postaward Requirements

## 3.2 PERIOD OF AVAILABILITY OF FUNDS

### Expenditure of Funds

An expenditure is a charge made by a recipient or subrecipient to a project or program for which a Federal award was received. Expenditures may be reported on a cash or accrual basis as long as the methodology is disclosed and consistently used. See [2 C.F.R. § 200.34](#) (definition of “Expenditure”).

All obligations properly incurred by the end of the Federal award must be liquidated no later than **90 days** after the end date of the award. If the award has been properly obligated, the full liquidation period is available for remaining expenditures. Any funds not liquidated at the end of the **90-day period** will revert to the awarding agency.

The liquidation period exists to allow projects time to receive ordered goods and make final payments. No new obligations may be made during the [liquidation period](#).

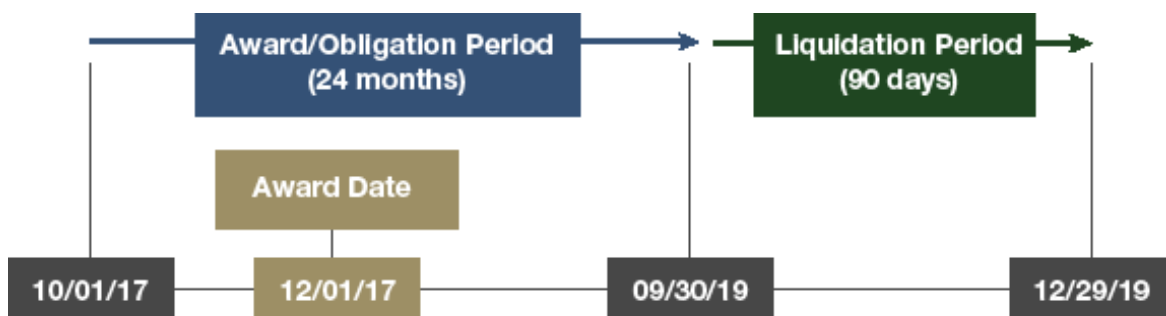
Disbursements made by recipients or subrecipients after the end of the award period but within the liquidation period **MUST** have documentation to demonstrate that the obligation was incurred **BEFORE** the end of the award period. For example, an invoice paid 25 days after the end of the award period must have an invoice date, purchase order date, or other documentation showing the date services were rendered prior to the end of the award period. Any funds not obligated by the recipient by the end of the award period will lapse and revert to the awarding agency.

**► OJP SPECIFIC TIP:**

OJP recipients and subrecipients must complete performance during the award or obligation period. Performance as a result of a contract under a block/formula award may be completed during the liquidation period not to exceed 90 days after the end date of the award.

#### Example of Obligation, Expenditure, and Liquidation Periods

Period	Example
Award/Obligation Period	10/01/17 - 9/30/19
Recipient’s Books	10/01/17 – 9/30/19
Federal Books	12/01/17 (Award Date)
Liquidation Period (90 days after award end date)	10/01/19 – 12/29/19



# III. Postaward Requirements

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## 3.2 PERIOD OF AVAILABILITY OF FUNDS

### FINANCIAL MANAGEMENT TIP

The Grant Payment Request System automatically freezes funds 90 days after the end of the award!

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### Criteria for Award Extension

For OJP/OVW awards, requests for a no-cost extension of an award period must be submitted through the Grants Management System (GMS). Recipients are to use the Grant Adjustment Notice (GAN) module in GMS to request the extension.

For COPS Office awards, requests for a no-cost extension of an award period must be submitted through the COPS Agency Portal. Grant recipients may request a no-cost extension to receive additional time to implement the grant program. These extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions.

### ACTION ITEM

For OJP/OVW awards, recipients may request a no-cost extension by submitting a GAN at least 30 calendar days prior to the end of the award.

The recipient should act as soon as possible to obtain their organization's approval to submit an extension request and ensure that they submit the GAN via GMS at least 30 days prior to the end of the award period, allowing the program office sufficient time to process the GAN.

For COPS Office awards, a no-cost extension needs to be requested before the award end date, but cannot be requested prior to 90 days before the award end date.

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### OJP SPECIFIC TIP

Most awards are eligible to be considered for an extension of the award period in response to a GAN request. The request for extension must justify the need for the extension and indicate the additional time required. The grant-making component's ability to grant an extension may be limited by statute for some programs. For example: Awards funded by the Office for Victims of Crime (OVC) (or any other OJP bureau/program office) under the provisions of the Victims of Crime Act (VOCA) of 1984, are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OVC/OJP bureaus/program offices have no discretion to permit extensions beyond the statutory period. (e.g., VOCA funds awarded in FY 2017 are available until the end of FY 2020).

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# III. Postaward Requirements

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## 3.2 PERIOD OF AVAILABILITY OF FUNDS

The criteria for extending the award period for a project or program include the following:

- All applicable Federal Financial Reports and Progress Reports must be on file and current.
- All special conditions attached to the award must be satisfied, except for those conditions that must be fulfilled in the remaining period of the award. This criteria also includes the performance and resolution of audits in a timely manner.
- A narrative justification must be submitted with the project or program extension request. Complete details must be provided, including the justification and the circumstances which require the proposed extension. The recipient must explain the effect a denial of the request will have on the project or program.
- A response should be received from the awarding agency within **15 working days** of receipt of the request.

### FINANCIAL MANAGEMENT TIP

**NOTE:** The award period will not be extended merely for the purpose of using unobligated funds.

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### COPS OFFICE SPECIFIC TIP

Request to extend the grant period must be submitted through the COPS Agency Portal and received by the COPS Office before the official award end date. Additionally, the COPS Office will contact the recipient during the last quarter of the award period to determine whether a no-cost extension is needed; extensions will not be processed prior to 90 days of the grant end date.

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### OJP SPECIFIC TIP

To avoid the need to make a request to extend the obligation or expenditure deadline of a block/formula program, it is recommended that all subawards should be completed at least six months prior to the end of the obligation deadline for the award. Justice Assistance Grant (JAG) Program awards, in which the total period of performance does not exceed 4 years, have specific requirements for requesting no-cost extensions. The recipient should contact the [BJA](#) grant manager for the additional requirements.

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## Project Extension Guidance \*

Generally, the following shall apply to all grants and cooperative agreements:

- no more than one no-cost extension may be made to an award;
- a no-cost extension may not exceed 12 months;
- a no-cost extension may be made only if the period of performance has not expired;
- a no-cost extension may be made only for award recipients that have no significant performance or compliance issues;

## III. Postaward Requirements

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### 3.2 PERIOD OF AVAILABILITY OF FUNDS

- a no-cost extension may be made only if supported by a robust narrative justification establishing that the extension is for the benefit of the Federal government, and contains a plan and timeline for completion within the period of the no-cost extension;
- a no-cost extension may not be made merely for the benefit of the recipient or for the purpose of the enabling the recipient to use unobligated balances; and
- any provisions of the DOJ Grants Financial Guide relating to no-cost extensions shall be complied with (e.g., a no-cost extension must be requested via a Grant Adjustment Notice (GAN) in the grant system of records at least 30 calendar days before the project end date).
- Extension of the liquidation period may be allowable for awards if approved by the awarding agency (this includes the OVC State Victim Assistance Formula Grant Program and State Victim Compensation Formula Grant Program).

#### **Periods of Performance for Research, Evaluation, and Statistics Awards**

Due to the nature of the work to be carried out by the recipient, the usual periods of performance may not routinely be appropriate for research, evaluation, and statistics awards. (For example, long-term research or data collection efforts require sufficient time for activities such as institutional review board and Office of Management and Budget reviews (as appropriate), staff training, field work, data collection and analysis, presentation of findings, archiving of data, and dissemination of findings.) Accordingly, a research, evaluation, or statistics award may exceed a 3-year initial period of performance (and/or a 5-year total period of performance, and more than two continuations awards), when appropriate under the particular circumstances of that project.

\*Note: not applicable to COPS Office awards.

## III. Postaward Requirements

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### 3.3 MATCHING OR COST SHARING REQUIREMENTS

#### Match Requirements

Matching or cost sharing means the portion of project costs not paid by Federal funds (unless otherwise authorized by Federal statute). See [2 C.F.R. § 200.29](#) (definition of “cost sharing or matching”). Matching requirements vary across the different Department of Justice (DOJ) programs. Recipients should read the award announcement and award notice carefully to understand the specific match requirements applicable to their award. Recipients unclear about the match requirements for their awards should contact their grant manager. For general government-wide rules regarding match, see [2 C.F.R. § 200.306](#).

Any departure from the program guidelines must receive prior written approval from the DOJ grant-making component.

#### FINANCIAL MANAGEMENT TIP

Matching funds are restricted to the same use of funds as allowed for the Federal funds. If it is not allowable under the Federal award, it is **not allowable** as match.

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#### OVW SPECIFIC TIP

The OVW STOP Program matching requirements are available under the Resources section at: <https://www.justice.gov/ovw/grantees>.

Frequently Asked Questions (FAQs) are available under the Frequently Asked Questions section at: <https://www.justice.gov/ovw/grantees>.

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#### Types of Match

Match requirements are typically stated as a percentage of the total project costs for an award. For example, a 20 percent (20%) match on a \$100,000 project would be \$20,000, where \$80,000 is provided by the Federal Government and \$20,000 is provided by the recipient.

There are two kinds of match:

- Cash match (hard) includes cash spent for project-related costs. An allowable cash match must include costs which are allowable with Federal funds, except acquisition of land, when applicable.
- Third party in-kind match (soft) includes, but is not limited to, the valuation of non-cash contributions. “In-kind” may be in the form of services, supplies, real property, and equipment.

For example, if in-kind match is permitted by law, then the value of donated services can be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements, provided the recipient of the contributions expends them as allowable costs.

# III. Postaward Requirements

## 3.3 MATCHING OR COST SHARING REQUIREMENTS

Documentation supporting the market value of in-kind match must be maintained in the award recipient files. Valuation of in-kind match may take one of the following forms:

- Valuation of donated services. Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program.
  - ▶ Volunteer services. Recipient or subrecipient rates for third-party volunteer services must be consistent with those rates ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.
  - ▶ **Employees of other organizations.** When an employer other than a recipient or subrecipient furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay plus an amount of fringe benefits, but exclusive of overhead costs. For additional guidance on cost sharing or matching, please review [2 C.F.R. § 200.306](#).
- Valuation of third party donated supplies, equipment, or space.
  - ▶ If a third party donates supplies, equipment, or space, the value must not exceed the fair market value of the property at the time of donation.
- Valuation of third party donated equipment, buildings, and land.
  - ▶ If a third party donates equipment, buildings, or land, and title passes to a recipient or subrecipient, the treatment of the donated property will depend upon the purpose of the Federal award.
  - ▶ **Awards for capital expenditures.** If the purpose of the award is to assist the recipient or subrecipient in the acquisition of equipment, buildings or land, the aggregate value of the donated property may be counted as cost sharing or matching.
  - ▶ If the purpose of the award is to support activities that require the use of the property, normally only depreciation can be charged. However, the fair market value may be allowed, provided that the grant-making component has approved the charges.

Please refer to [2 C.F.R. § 200.306](#) for more information about types of match and match requirements.

### How to Calculate Match

Formula					
Step 1	Award Amount	÷	% of Federal Share	=	Total (Adjusted) Project Cost
Step 2	Total (Adjusted) Project Cost	x	% of Recipient's Share	=	Required Match
Example					
Match Requirement - 80/20 (Federal/Recipient) Federal Award = \$100,000					
Step 1	\$100,000	÷	80% Federal Share	=	\$125,000
Step 2	\$125,000	x	20% Recipient's Share	=	\$25,000

## III. Postaward Requirements

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### 3.3 MATCHING OR COST SHARING REQUIREMENTS

#### ▶ COPS OFFICE SPECIFIC TIP

Recipients of COPS Hiring Grants are required to contribute a local match of at least 25% toward the total cost of the approved grant project, unless waived in writing by the COPS Office.

The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the grant award period.

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#### Source and Type of Funds

Cash match (hard) may be applied from the following sources:

- Funds from States and units of local government that have a binding commitment of matching funds for programs or projects (meaning the State or unit of local government has legally appropriated and obligated the funds).
- Housing and Community Development Act of 1974, 42 U.S.C. 5301, et seq. (subject to the applicable policies and restrictions of the U.S. Department of Housing and Urban Development).
- Appalachian Regional Development Act of 1965, 40 U.S.C. 214.
- Equitable Sharing Program, 21 U.S.C. §881(e) (current guidelines developed by the U.S. Department of Justice Asset Forfeiture Office apply). Forfeited assets used as match from the Equitable Sharing Program would be adjudicated by a Federal court.
- Program income funds earned from seized assets and forfeitures (adjudicated by a State court, as State law permits).
- Funds contributed from private sources.
- Program income generated from projects and the related interest earned on that program income, provided these projects are identified and approved as part of the budget and award application.
- Funds appropriated by Federal law for the activities of any agency of a tribal government or the Bureau of Indian Affairs for performing law enforcement functions on tribal lands.
- Sources otherwise authorized by law.

#### Timing of Matching Contributions

Matching contributions do not need to be applied at the exact time or in proportion to the obligation of the Federal funds. However, the full matching share must be contributed by the end of the award period.

#### ⓘ FINANCIAL MANAGEMENT TIP

Time-phased matching may be required as a special condition by the grant-making component on awards to nongovernmental recipients.

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## III. Postaward Requirements

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### 3.3 MATCHING OR COST SHARING REQUIREMENTS

#### ▶ COPS OFFICE SPECIFIC TIP

For COPS Office Hiring Grants, matching funds must be made on an increasing basis during each year of the three-year project with the federal share decreasing accordingly.

The local match must be paid in full during the project period; payments made prior to or after the project period do not qualify as matching funds.

It is highly recommended that cash matching funds are paid during each quarter of the award to ensure the required matching funds are fully paid by the end of the award.

Agencies that must withdraw from the project prior to the project end date are responsible for ensuring that the federal share of funds expended is limited to a maximum of 75% of the total project costs expended.

For any additional questions about the timing of match, please contact a COPS Office Staff Accountant at 800-421-6770.

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#### Records for Match

Recipients and subrecipients must maintain records which clearly show the source, amount, and timing for all matched contributions.

- In addition, if a recipient or subrecipient has included a match that exceeds the required matching portion within the approved budget, the records of those additional amounts must be included and maintained as if they are a part of the regular match amount.
- The award recipient has primary responsibility for meeting the match requirement and for ensuring subrecipient compliance with the match requirements.
- Recipients must maintain records that clearly demonstrate the amount, source, and when the funds were contributed.
- Recipients are required to report match on the quarterly Federal Financial Report (SF-425/line i)
- Supporting documentation does not have to be provided to DOJ, but such records must be available in the event of an audit or site visit.

#### ☑ ACTION ITEM

The most common error found during the final financial reconciliation and closeout of an award is the failure to properly report matching funds. The full matching share provided (both cash and in-kind) must be reported on the Federal Financial Report (FFR) submitted at the end of the award period. If the matching share is not reported, DOJ will assume the recipient did not meet the required match and will initiate collection of a cash match from the recipient.

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## III. Postaward Requirements

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### 3.3 MATCHING OR COST SHARING REQUIREMENTS

#### Waiver of Match

- For American Indian or Alaskan Native tribes that perform law enforcement functions (as determined by the Secretary of the Interior) for any program or project described in 42 U.S.C. §3752 of the Omnibus Crime Control and Safe Streets Act of 1968, [42 U.S.C. § 3750–3769 \[PDF - 160 Kb\]](#) the Federal portion of grant awards shall be 100% of such cost.
- The grant-making component will waive any requirement for matching funds (including in-kind) under \$200,000 for all awards made to American Samoa, Guam, U.S. Virgin Islands, and Northern Mariana Islands unless otherwise required by law to be provided; and may waive any requirement for matching funds equal to or over \$200,000 for all awards made to those territories, or to the Trust Territory of the Pacific Islands. The \$200,000 amount is determined on a grant-by-grant basis, not by the aggregate total of all matching requirements applicable to an insular area ([48 U.S.C. § 1469a \[PDF - 116 Kb\]](#)).

**Waivers specific to OJP:** The Office of Juvenile Justice and Delinquency Prevention Administrator may increase the Federal share of the project cost to the extent deemed necessary if:

- Recipients are part of an American Indian or Alaska Native tribe, and
- The tribe does not have sufficient funds to meet the local share of the cost of any program or project award to be funded under Title II of the Juvenile Justice Act.

**Waivers specific to COPS Office awards:** To maximize the number of communities that will be able to take advantage of COPS Office funding only a limited number of waiver requests (if any) will be granted to applicants who are able to demonstrate severe fiscal distress.

The COPS Office utilizes the “Fiscal Health” data provided in section 7 of the application with other applicant’s waiver request to make a final decision.

**Waivers specific to OVW awards:** Match may be waived based on demonstration of financial hardship. In addition, awards to victim service providers for victim services or to tribes are subtracted from the Federal award amount for purposes of calculating required match. States may not require tribes or victim service providers to provide matching funds for their projects.

# III. Postaward Requirements

## 3.4 PROGRAM INCOME

### Introduction

Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. See [2 C.F.R. § 200.80](#) (definition of “Program Income”). Non-Federal entities are encouraged to earn income to defray program costs where appropriate. See [2 C.F.R. § 200.307\(a\)](#).

- Depending on guidance provided by the DOJ grant-making component, award recipients can either use program income to advance program objectives or refund program income to the awarding agency. Most types of recipients, absent more specific guidance from the DOJ grant-making component, must use program income to offset total allowable costs, and reduce the Federal award and non-Federal entity contributions (i.e., the deduction method). Institutions of Higher Education (IHE) and non-profit research institutions, absent more specific guidance, may use program income to add to the total allowable costs for the project (i.e., the addition method). See [2 C.F.R. § 200.307\(e\)](#).
- Program income may only be used for **allowable program costs** and must be **spent prior to draw downs**. See [2 C.F.R. § 200.305\(b\)5](#).

#### ▶ OJP SPECIFIC TIP

The draw down restriction **does not** apply to Juvenile Accountability Block Grant (JABG) and Justice Assistance Grant (JAG) awards.

#### ▶ OVW SPECIFIC TIP

Without prior approval from OVW, program income must be deducted from total allowable cost to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Adjustment Notice (GAN) prior to generating any program income.

#### ⓘ FINANCIAL MANAGEMENT TIP

If the cost is allowable under the program award, then it is allowable to apply program income to that cost.

### Accounting Processes for Program Income

If program income is earned, it must be accounted for up to the same ratio of Federal participation as funded in the project or program. For example:

- A discretionary award project funded with 100% Federal funds must account for and report on 100% of the total program income earned. If the total program income earned was \$20,000, the recipient must account for and report the \$20,000 as program income on the Federal Financial Report (FFR), SF-425.

## III. Postaward Requirements

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### 3.4 PROGRAM INCOME

- If a recipient was funded by an award at 75% Federal funds and 25% non-Federal (match) funds, and the total program income earned by the grant was \$100,000, then \$75,000 must be accounted for and reported by the recipient as program income on the FFR.

Unless otherwise stipulated in the award, any program income earned during the project period but not utilized for the project must be refunded to the awarding agency. If authorized by the DOJ grant-making component, costs incidental to the generation of program income that have not been charged to the Federal award may be deducted from gross income to determine program income. See [2 C.F.R. § 200.307\(b\)](#).

Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project, unless otherwise specified in the agency regulations or the terms and conditions of the Federal award. (This does not apply to Institutions of Higher Education or non-profit research institutions, unless specified in other guidance or conditions). See [2 C.F.R. § 200.307\(e\)](#).

Unless otherwise instructed by the DOJ grant-making component, there are no requirements on the disposition of program income earned after the end of the period of performance of the award.

#### Examples of Program Income

##### Royalties

All royalties received from copyrights or other works developed under projects or from patents and inventions may be kept by the recipient unless the terms and conditions of the project provide otherwise, or a specific agreement governing such royalties has been negotiated between the awarding agency and the recipient. See [2 C.F.R. § 200.80](#).

##### Attorney's Fees and Costs

Income received after completion of the project related to a court-ordered award of attorney's fees or costs, is considered program income to the extent that it represents a reimbursement for attorney's fees and costs originally paid under the award. This type of program income is subject to the restrictions stated in the award. See [2 C.F.R. § 200.80](#).

#### ► OVW SPECIFIC TIP

In the following circumstances, OVW recipients may accept attorney's fees as program income under [2 CFR 200.307\(e\)\(2\)](#) and add them to the federal award: (1) Fees that are issued by a judge in an OVW-supported case without the request of the OVW-funded attorney. (2) Fees that are sought by the OVW-funded attorney for the purpose of deterring repeated or abusive filings by the offender of the domestic violence, dating violence, sexual assault, or stalking.

In any other circumstances, recipients must seek approval from their OVW program manager via a Grant Adjustment Notice (GAN). Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income added to the federal award must also be approved via budget modification GAN by the end of the project period. If a recipient receives fees that do not fall within one of the circumstances above or does not receive prior approval via GAN, then the resulting program income must be deducted from the OVW award pursuant to [2 CFR 200.307\(e\)\(1\)](#).

## III. Postaward Requirements

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### 3.4 PROGRAM INCOME

#### Registration/Tuition Fees

These types of program income must be treated in accordance with the instructions stated in the project's terms and conditions. See [2 C.F.R. § 200.80](#).

#### Asset Seizures and Forfeitures

Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity), and the seizure or forfeiture is directly generated or conducted as a result of the Federal award during the award period. Income received from the sale of seized and forfeited assets (personal or real property) or from seized and forfeited money must follow the "Addition Method" of handling program income unless an alternate method is designated in the recipient's award document. The following policies apply to program income from asset seizures and forfeitures:

- Subrecipient program income, with the approval of the recipient, may be retained by the entity organization earning the program income or used by the recipient for any purpose that furthers the objectives of the legislation under which the award was made.
- States or local units of government *may use program income funds from seized and forfeiture assets as match* when assets are given a ruling by a State court, in accordance with the State law. In addition, State and local units of government *may use cash* received under the equitable sharing program for the non-Federal portion (match) of program costs, as provided for in the guidelines established by the DOJ Asset Forfeiture Office, when the assets are judged by a Federal court organization.

#### ► OJP SPECIFIC TIP

Due to the unique nature of NIJ's DNA Capacity Enhancement and Backlog Reduction (DNA CEBR) and Forensic DNA Laboratory Efficiency Improvement and Capacity Enhancement (DNA EICE) Programs, award recipients of these programs must follow a more detailed program income policy that is available online at: <https://nij.gov/documents/nij-dna-program-income-policy.pdf>

Award recipients generating program income under the referenced grant programs are *strongly encouraged* to use the program income calculator available at <https://nij.gov/documents/dna-program-income-calculator.xlsx>. Recipients that do not use this calculator *must* be able to demonstrate a consistent methodology for calculating program income that is transparent, justifiable, ensures costs are reasonable and allocable, and is consistent with the NIJ Program Income Policy and all applicable guidance referenced therein.

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## III. Postaward Requirements

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### 3.4 PROGRAM INCOME

#### ▶ OJP SPECIFIC TIP

##### Interest Earned on JAG and JABG Funds

Unlike most DOJ funding, JAG and JABG income earned from advances of federal funds is considered program income. See [42 U.S.C. § 3757](#). Interest income earned should only be spent on allowable purpose areas under these programs. Recipients are required to use all funds within the fixed expenditure period. No extension to the project period will be approved. JAG and JABG recipients are not required to spend program income before spending Federal funds.

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##### Membership Fees

If an organization's only source of income is Federal award funds, then when it receives membership fees, those fees will generally be considered program income.

- When an organization receives non-member income and uses that income to provide services to its members in addition to the federally funded services, then membership income may be considered program income. The amount of membership income considered program income will be in proportion to the amount of Federal and non-Federal funds that the organization receives.
- An organization need not report its membership fees as program income if the fees were received before the organization began to receive Federal award funds, or if they are used to provide member services that are separate and distinct from grant-funded services.

#### ❗ FINANCIAL MANAGEMENT TIP

Fines as a result of law enforcement activities are not considered program income.

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##### Procedures for Recovery of Costs Incurred

In some instances, a State or local law enforcement agency provides information to the Internal Revenue Service (IRS) that substantially contributes to the recovery of Federal taxes owed, with respect to illegal drug-related activities (or money laundering in connection with such activities).

- In these cases, the IRS may reimburse the State or local law enforcement agency for costs incurred in the investigation (including but not limited to reasonable expenses, per diem, salary, and overtime). The total reimbursement will not exceed 10% of the amount recovered.
- State or local law enforcement agencies that provide such information to the IRS will receive notification from the IRS when monies have been recovered as a result of the information supplied. Following such notification, and based on documentation, the agency will be required to submit a statement detailing the investigative costs it incurred.
- If more than one State or local agency has provided information, the IRS shall equitably allocate investigative costs among the agencies not to exceed an aggregate amount of 10% of the taxes recovered.
- No State or local agency may receive reimbursement for investigative expenses under Internal Revenue Code Section 7624 if reimbursement has been received from another source, such as a Federal or State forfeiture program or under State revenue laws.

## III. Postaward Requirements

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### 3.4 PROGRAM INCOME

- If the information/investigation is performed with awarding agency funds, the reimbursement received from the IRS is considered to be program income and subject to the aforementioned guidelines.

#### **① FINANCIAL MANAGEMENT TIP**

1. Spend program income prior to requesting additional award funds.
  2. With prior approval, supplement the award-supported project with program income dollars.
  3. Reduce project costs with program income. (Default rule for most entities.)
  4. Return any unused program income funds.
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# III. Postaward Requirements

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## 3.5 ADJUSTMENTS TO AWARDS

### Grant Adjustment Notice

For OJP and OVW, a Grant Adjustment Notice (GAN) is a request to make a programmatic, administrative, or financial change to a grant. GANs may be submitted by the recipient, grant manager, or automatically generated by the Grant Management System (GMS). All GANs must be submitted electronically through the GAN module in GMS.

For the COPS Office, grant recipients must request to make a programmatic, administrative, or financial Modification (MOD) through the COPS Agency Portal at <https://cops.usdoj.gov>. Recipients may not expend any award funds for a modification request before receiving written COPS Office approval. For additional information on submitting a grant modification request, recipients should contact their Grant Program Specialist/program manager at 800-421-6770.

Once OJP, OVW, or the COPS Office has made a decision on the proposed adjustment, the grantee is sent notification via GAN or MOD that becomes a permanent part of their award file, and the record is updated as appropriate.

Recipients are limited to specific grant award adjustment(s). The following sections describe situations in which recipients must or may initiate a GAN.

#### ▶ OJP/OVW COMPONENT SPECIFIC TIP

After submission of a GAN, OJP and OVW recipients should monitor the system for returned or change requested GANs in case additional information or changes are required. Untimely responses could delay the processing of the GAN. An untimely response may also result in the request being denied, and the grantee having to restart the GAN process. This can be a problem, especially if the request is to extend the grant period and the project end date is near.

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#### ▶ COPS OFFICE SPECIFIC TIP

For COPS Office recipients, once a modification request is received, the COPS Office will evaluate the request and notify the recipient via the COPS Agency Portal at <https://cops.usdoj.gov>. Implementation of the modification may begin following written approval from the COPS Office. Please note that modification approvals for active grants will often be accompanied by a modified award document and/or a modified Financial Clearance Memorandum reflecting the approved changes. If applicable, the recipient is required to sign and submit the modified award document via the COPS Agency Portal link to officially accept the grant modification.

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### Budget Modifications

For OJP and OVW, a GAN may be initiated for a budget modification if the request is to modify an approved budget to reallocate funds among the budget categories. This type of GAN can also be used to de-obligate a portion of the award amount; however, the original award amount may not be *increased* by this procedure.

## III. Postaward Requirements

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### 3.5 ADJUSTMENTS TO AWARDS

OJP and OVW award recipients **must** initiate a GAN for budget modification if:

- The proposed cumulative change is greater than 10% of the total award amount. The 10% rule does not apply to an award of less than \$250,000 (increased from \$150,000).
- The budget modification changes the scope of the project. Examples include altering the purpose of the project, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of award-supported efforts.
- A budget adjustment affects a cost category that was not included in the original budget. For example, if the direct cost category “Travel” did not exist in the original budget, the adjustment to transfer funds from Equipment to Travel requires a GAN.

For COPS Office, budget modification requests for federal awards in excess of \$250,000 (increased from \$150,000) involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent of the total approved budget require prior written approval by the COPS Office. The recipient must submit a formal budget modification through COPS Agency Portal.

#### ▶ OJP/COPS SPECIFIC TIP

OJP/COPS Office recipients must initiate a GAN or a budget modification if there is any dollar increase or decrease to the indirect cost category of an approved budget.

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#### ▶ OJP/COPS SPECIFIC TIP

For recordkeeping purposes and audit documentation, it is advised to submit a GAN/MOD even if the proposed budget modification is less than 10% of the total award amount. This also provides the grant manager with notification.

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### Changes in the Recipient’s Authorized Signing Official and/or Official’s Contact Information

For OJP and OVW, a GAN must be initiated to make changes to the person who is responsible for authorizing and signing official documents (such as award documents, Standard 424 documents, etc.). The request must include the name, address, phone number, e-mail address, fax number, and title of the new Authorized Signing Official.

For the COPS Office, the authorized signing official and contact information may be updated in “Account Access” on the COPS Office website at <https://cops.usdoj.gov> or by calling the Response Center at 1-800-421-6770 for technical assistance.

#### ☑ ACTION ITEM

Many awards require **prior approval** for changes in key staff. See [2 C.F.R. § 200.308\(c\)\(2\)](#) (requiring prior approval where key staff member is specified in the application or award documents).

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# III. Postaward Requirements

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## 3.5 ADJUSTMENTS TO AWARDS

### Changes to the Scope of the Award

Recipients must initiate a GAN or MOD for changes in scope, duration, activities, or other significant areas.

These changes include but are not limited to:

- Altering programmatic activities
- Changing the purpose of the project
- Changing the project site
- Experiencing or making changes to the organization or staff with primary responsibility for implementation of the award, contracting out, subawarding (if authorized by law), or otherwise obtaining the services of a third party to perform activities which are central to the purpose of the award
- Changes in scope that affect the budget

** FINANCIAL MANAGEMENT TIP**

To determine if a change would be considered a change in scope, contact the grant manager.

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### Change in Project Period

For OJP and OVW, a request to change the **start date** may be submitted by the recipient or the grant manager. This type of request is rarely approved except for programs that are, by statute, allowed to change the start date based on the draw down date. In general, in order for a Start Date GAN to be approved, there must not have been any draw down of funds.

For OJP and OVW, a request to change the project **end date** may be submitted by either the recipient or the grant manager no later than 30 calendar days before the project period end date. Any request to change the project end date after that time must be submitted by the grant manager.

For additional information on this topic, please refer to Project Extension Guidance section in Chapter 3.2.

** FINANCIAL MANAGEMENT TIP**

Some awards have statutory maximum grant periods beyond which they cannot be extended.

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## III. Postaward Requirements

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### 3.5 ADJUSTMENTS TO AWARDS

#### Changes to the Organization

For OJP and OVW:

- A GAN may be initiated to request a change to the organization's mailing address.
- A GAN may be initiated to request to change the name and contact information of the recipient or key recipient staff due to a permanent withdrawal, change in staff, or in case of a temporary absence.
- A request must be submitted to change the name of a recipient organization on record with DOJ.
- A GAN may not be initiated to request a change to the vendor number or the type of organization (e.g., profit vs. nonprofit). Please contact the grant manager regarding changes to the organization.

COPS Office recipients **may** request a change to the organization in the COPS Agency Portal or by calling the Response Center at 1-800-421-6770.

#### Data Universal Numbering System, or DUNS, Changes

A GAN may be initiated to request a change to the recipient organization's DUNS number.

#### Sole Source Approval

For OJP and OVW, a GAN must be initiated to request to enter into a non-competitive contractual relationship with a contractor under a grant where the contracted cost exceeds the simplified acquisition threshold. Please see [Chapter 3.8: Procurement Under Awards of Federal Assistance](#) for more information.

For the COPS Office, a request to enter into a non-competitive contractual relationship for equipment, technology, or services in excess of the simplified acquisition threshold must be submitted to the COPS Office in writing certifying that the award of a contract through full and open competition is infeasible.

#### Prior Approval of Certain Costs

Written prior approval must be obtained for some costs, as specified in 2 C.F.R. Part 200 (specifically in [2 C.F.R. § 200.407](#)) and as discussed in [Chapter 3.6: Costs Requiring Prior Approval](#). The following are some examples of costs that require a GAN for prior approval:

- Compensation for consultant services in excess of the grant-making component's maximum hourly or daily rate for an 8-hour day - currently \$650.
- Publication plans
- Costs incurred prior to the date of the subaward period
- Foreign travel

## III. Postaward Requirements

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### 3.5 ADJUSTMENTS TO AWARDS

#### Reprogramming of Funds

Recipients may not reprogram their awards to delete or add programs or program activities without prior approval. Moreover, with the exception of some formula awards, funds cannot be moved from one subrecipient to another without prior approval.

**▶ OJP SPECIFIC TIP**

Retroactive approval will be considered only in extenuating circumstances. The awarding agency may question/disallow costs, or take other remedies, as appropriate, for unauthorized use of funds.

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For general information concerning either the online processing for GANs or processing changes through the COPS Office online Agency Portal, please contact the appropriate grant-making agency.

OJP – email at [GMS.helpdesk@usdoj.gov](mailto:GMS.helpdesk@usdoj.gov) or by phone at 1-888-549-9901

OVW – email at [OVW.GMSSupport@usdoj.gov](mailto:OVW.GMSSupport@usdoj.gov) or by phone at 1-866-655-4482

COPS Office – email Agency Portal at [askCOPSRC@usdoj.gov](mailto:askCOPSRC@usdoj.gov) or by phone at 1-800-421-6770

## III. Postaward Requirements

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### 3.6 COSTS REQUIRING PRIOR APPROVAL

#### Introduction

[2 C.F.R. § 200.407](#) sets out costs that require prior, written approval. A list of the most common of these costs for DOJ grantees is also included below. Award recipients must obtain prior written approval for any of these costs. Recipients must also receive prior written approval for costs that contain special limitations (such as expenditure ceilings).

#### Responsibility for Prior Approval

The DOJ grant-making component reviews all costs requiring prior approval when the recipient is incurring the cost. The direct recipient (or pass-through entity) reviews all costs requiring prior approval when the subrecipient is incurring the cost.

#### Procedures for Requesting Prior Approval

In general, requests for costs requiring prior approval must be in writing and must include an explanation justifying the expenditure. Contact the DOJ grant-making component for specific guidance.

#### Listing of Costs Requiring Prior Approval

##### Automatic Data Processing Equipment and Software

Requests to purchase Automatic Data Processing (ADP) equipment may be made; however, the application must be written in a manner consistent with maximum, open, free, and fair competition in the procurement of hardware and services.

Brand names should not be specified (see [2. C.F.R. § 200.319\(a\)\(6\)](#)) when ADP equipment includes the following types and requirements:

- Digital, analog, or hybrid computer equipment and automated fingerprint equipment.
- Auxiliary or accessorial equipment, such as data communications terminals, source data automation recording equipment (e.g., optical character recognition equipment and other data acquisition devices), and data output equipment (e.g., digital plotters, computer output microfilms) to be used in support of digital, analog, or hybrid computer equipment, whether cable-connected, wire-connected, radio-connected, or self-standing, and whether selected or acquired with a computer or separately.
- Data transmission or communications equipment that is selected and acquired solely or primarily for use with a configuration of ADP equipment that includes a computer.
- Qualification and exclusions:
  - ▶ Analog computers are covered only when being used as support or assistance to a digital computer.
  - ▶ Items of ADP equipment that are (a) physically incorporated in a weapon or (b) manufactured under a development contract are excluded from the above definition.
  - ▶ Accessories, such as tape cleaners, tape testers, magnetic tapes, paper tapes, disk packs, or anything similar are also excluded.

## III. Postaward Requirements

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### 3.6 COSTS REQUIRING PRIOR APPROVAL

#### Equipment and Other Capital Expenditures

If recipients or subrecipients have received prior approval for expenditures for equipment and other capital assets, including repairs which materially increase the useful life of equipment, then these expenditures are allowable. See [2 C.F.R. § 200.439](#).

- Expenditures for equipment must be fully justified in the budget and budget narrative; otherwise the grant-making component may require that the type, quantity estimated, unit, or other information be provided before the final budget can be issued.
- In reviewing equipment acquisition budgets and proposals, the following principles should be followed:
  - ▶ No other equipment owned by the recipient/subrecipient is suitable for the project;
  - ▶ No luxury vehicles will be approved;
  - ▶ If the vehicle request is approved, the vehicle should be reasonable, and the recipients must follow the Internal Revenue Service guidelines;
  - ▶ If the vehicle(s) was purchased as part of a unit of government fleet by the State or local central procurement activities, it is generally accepted as reasonable;
  - ▶ Federal funds are not used to provide reimbursement for the purchase of equipment already owned by the recipient/subrecipient; and
  - ▶ Equipment purchased and used commonly for two or more programs should be appropriately divided among each activity.
- An expenditure for equipment purchased for a common pool is generally allowable as a charge to the award at cost value.
- Equipment that has already been purchased and charged to other activities of the organization is not an allowable expense to the award.

#### Pre-Award Costs

Pre-award costs are costs incurred prior to the project begin date and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of the work. Costs are allowed only to the extent that they would be allowed if incurred after the start date of the Federal award and only with prior approval of the DOJ awarding agency. Prior approval is required for pre-award costs. Costs incurred prior to the start date of the award may be charged to the project only if the award recipient received written prior approval from the grant-making component. Direct recipients may approve pre-award costs for subrecipients if incurred after the start date of the Federal award.

Any and all costs in furtherance of a project which costs occur prior to an award date are at the sole risk of an applicant, and can only be reimbursed to the extent that there is prior approval.

#### Proposal Costs

Proposal costs are the costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects including the development of data necessary to support the non-Federal entity's bids or proposals. Proposal costs of the current accounting period of both successful and unsuccessful bids and proposals normally should be treated as indirect (F&A) costs, and allocated currently to all activities of the non-Federal entity. Such cost, where proposed as direct costs, require written prior approval from the grant-making component. No proposal costs of a past accounting period will be allocable to the current period. See [2 C.F.R. § 200.460](#).

## III. Postaward Requirements

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### 3.6 COSTS REQUIRING PRIOR APPROVAL

#### Consultant Rates

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

- Each grant-making component periodically establishes a prior approval threshold consultant rate. The current rate for each grant-making component is \$650 per day or \$81.25 per hour.
- This limit is specified in the terms and special conditions of the award.
- When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from the grant-making component. Prior approval requests require additional justification.
- An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance.
- Please note, however, that this does not mean that the rate can or should be the maximum limit for all consultants.
- Rates above the established maximum threshold rate will be reviewed on a case-by-case basis. Justification for exceeding the established maximum rate may include where a rate is established through a competitive bidding process.
- In order to calculate a rate of compensation for consultants associated with and employed by institutions of higher learning, divide the total compensation projected for 12 months by 260.
  - ▶ If the resulting rate of compensation exceeds the maximum consultant rate established by the grant-making component, written prior approval must be obtained.
- Compensation for consultants employed by State and local government will only be allowed when the unit of government will not provide these services without cost.
  - ▶ If a State or local government employee has been contracted to provide services that are related to his or her employment with the State or local government, the rate of compensation is not to exceed the daily salary rate for the employee paid by the unit of government.
  - ▶ If the State or local government employee has been contracted to provide services that are unrelated to his or her employment with the State or local government, then the rate of compensation is based on the necessary and reasonable cost principles which cannot exceed the maximum rate allowed by the awarding agency without prior written approval.

#### Conference Costs

All conferences (defined broadly to include meetings, retreats, seminars, symposiums, events, and group training activity) conducted by Cooperative Agreement recipients or contractors funded by DOJ must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests must be submitted within the required number of days (90 or 120) in advance of the start date. See [Chapter 3.10: Conference Approval, Planning, and Reporting](#) for more information.

## III. Postaward Requirements

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### 3.6 COSTS REQUIRING PRIOR APPROVAL

#### Foreign Travel

Foreign travel is defined as any travel outside of the United States and its Territories and possessions. However, for organizations located in foreign countries, foreign travel means travel outside of the organization's country. Some requirements for foreign travel:

- Each separate foreign trip must be pre-approved.
- Direct charges for foreign travel costs are not allowable unless the travel has prior approval from the awarding agency.
- Indirect charges for foreign travel are allowable without prior approval from the awarding agency when they are included as part of a federally approved indirect cost rate and have a beneficial relationship to the project.

#### Moving Money between Categories

Moving monies into any budget category with a zero dollar amount is not allowable without prior approval from the grant-making component. A budget modification is required. See [2 C.F.R. § 200.308\(e\)](#).

#### Confidential Funds

Confidential funds are subject to prior approval.

#### ► OJP SPECIFIC TIP

Recipients with a federally-approved indirect cost rate may not transfer funds into or out of the indirect cost category without prior approval. A budget modification is required as indicated in [Chapter 3.5 Adjustment to Awards](#). A copy of the current approved indirect cost agreement from the Cognizant Federal Agency must be attached.

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## III. Postaward Requirements

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### 3.7 PROPERTY STANDARDS

#### General Principles for Property Acquisition and Management

Property includes both real property and *personal property*. Real property typically includes things like land and buildings. Personal property includes both *tangible personal property*, which is classified as either *equipment or supplies*; and *intangible personal property*, which includes things having no physical existence, like trademarks, copyrights, and patents. See definitions in [2 C.F.R. § 200.1](#). Each of these is addressed in further detail below.

DOJ expects recipients and subrecipients of Federal funds to use good judgment when purchasing, managing, and disposing of property paid for by Federal funds. If a recipient or subrecipient uses award funds to purchase new property when suitable property is already available within the relevant organization, this use will be considered an unnecessary expenditure.

#### FINANCIAL MANAGEMENT TIP

Organizations may use their own capitalization policy for classification of equipment and supplies, but only where it is less than the Federal policy threshold of \$5,000.

*Equipment* means tangible personal property (including information technology systems) having 1) a useful life of more than one year and 2) a per-unit acquisition cost of \$5,000 or greater (or the organization's capitalization policy, if it is less than \$5,000). If the organization does not have a capitalization policy in place, the Federal policy amount of \$5,000 must be followed.

*Supplies* are all other items of tangible personal property that are not equipment. This includes computing devices that cost less than \$5,000 per unit (or the organization's capitalization threshold, if that is less than \$5,000).

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#### Screening and Property Management Systems

Careful screening should take place before purchasing property to ensure that it is needed. Organizations should establish and maintain an effective property management system to avoid incurring property acquisition costs that are later disallowed by the awarding agency (e.g., acquiring unreasonable, duplicative, or unnecessary property). Recommended screening practices include:

- Take stock of the equipment that recipient or subrecipient already has and see if it meets the identified needs.
- Consider establishing a screening committee to make decisions about purchases.
- Utilize effective management techniques as a basis for determining that property/equipment is needed.
- Initiate a screening process to ensure that effective controls are in place for property management.

#### Equipment Ownership, Use, Management, and Disposition

DOJ recipients must follow the standards and procedures for ownership (title), use, management, and disposition of equipment set out below, with the exception of recipients and subrecipients of Byrne Justice Assistance Grant (JAG) Program formula grant funds from the Bureau of Justice Assistance. JAG award recipients must follow slightly different standards and procedures set out in [42 U.S.C. § 3789](#). (See the "Equipment and Supplies Acquired With Edward Byrne Memorial Justice Assistance Grant Program Funds" below).

## III. Postaward Requirements

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### 3.7 PROPERTY STANDARDS

#### Ownership of Equipment

Unless more specific rules are identified for a particular grant program, title to equipment acquired under a Federal award will vest in the recipient organization (or, in the case of a subaward, in the subrecipient's organization). The legal right of ownership and conditions for use, management, and disposal of equipment are set forth in [2 C.F.R. § 200.313](#), and are described below.

#### Use of Equipment

A *State* must use equipment acquired under a Federal award in accordance with State laws and procedures. DOJ encourages the States to follow the procedures that are in this *Guide*.

*Recipients and subrecipients other than States* must use equipment acquired under an award (or subaward) for the authorized program or project purposes for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

- *Use for other Federal projects.* Equipment must be made available for use on other projects or programs currently or previously supported by the Federal government, provided the use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use should be given to other programs or projects supported by the awarding agency.
- *User fees.* User fees should be considered and treated as program income to the project, when appropriate. See [2 C.F.R. § 200.307](#) (Program Income). During the time the Federal government retains an interest in the equipment the non-Federal entities must not use equipment acquired with a Federal award to provide services for a fee that is less than private companies charge for equivalent services, unless doing so is specifically authorized by law. See [2 C.F.R. § 200.313\(c\)\(3\)](#).
- *Replacement equipment.* When acquiring replacement equipment, recipients or subrecipients may use the equipment to be replaced as a trade-in, or may sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of the awarding agency.
- *Encumbrances.* A non-federal entity must not encumber equipment acquired under a Federal award without approval of the awarding agency or pass-through entity.

#### Management of Equipment

A *State* should ensure equipment acquired under a Federal award to the State is managed in accordance with State laws and procedures for property.

*Recipients and subrecipients other than States* must use procedures for managing equipment (including replacement equipment) acquired in whole or in part under a Federal award, until disposition takes place, that, at a minimum, meet the following requirements:

- **Property records.** Property records must be maintained to include all of the following information:
  - ▶ Description of the property
  - ▶ Serial number or other identification number
  - ▶ Source of the property, including the federal award identification number
  - ▶ Identification of the title holder
  - ▶ Acquisition date

## III. Postaward Requirements

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### 3.7 PROPERTY STANDARDS

- ▶ Cost of the property
- ▶ Percentage of Federal participation in the cost of the property
- ▶ Location of the property
- ▶ Use and condition of the property
- ▶ Disposition data, including the date of disposal and sale price
- **Inventory.** A physical inventory of the property must be taken and the results reconciled with the property records at least once every 2 years.
- **Maintenance procedures.** Adequate maintenance procedures must be established and used to keep the property in good condition.
- **Control system.** A control system must be in place with adequate safeguards to prevent loss, damage, and theft.
  - ▶ Promptly and properly investigate and fully document any loss, damage, or theft, and make the documentation part of the official project records. [2 C.F.R. § 200.313 \(d\)\(3\)](#).
  - ▶ Provide at a minimum, the equivalent insurance coverage for equipment acquired with Federal funds that the non-Federal entity owns. Federally-owned equipment need not be insured unless required by the award. [2.C.F.R. § 200.310](#).
  - ▶ Non-federal entities are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.
- **Proper sales procedures.** If authorized or required to sell the property, the recipient or subrecipient must establish proper sales procedures to ensure the highest possible return.

#### Disposition of Equipment

A State recipient must dispose of equipment acquired under the award in accordance with State laws and procedures.

*Recipients and subrecipients other than States* must dispose of the equipment when original or replacement equipment acquired under the award or subaward is no longer needed for the original project, or for other activities currently or previously supported by a Federal awarding agency, as follows:

- If the item to be disposed of has a current per-unit fair market value of \$5,000 or less, the item may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
- If the item has a current per-unit fair market value of more than \$5,000, the item may be retained or sold, but the awarding agency will have a right to a specific dollar amount. Calculate this amount by multiplying the current market value or proceeds from the item sale by the awarding agency's share of the equipment (i.e, the agency's percentage of participation in the cost of the original purchase). The seller is also eligible for limited sale and handling costs of \$500 or 10% of the proceeds, whichever is less.
- In cases where the recipient or subrecipient fails to take appropriate disposition actions, the awarding agency may direct other disposition actions.

## III. Postaward Requirements

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### 3.7 PROPERTY STANDARDS

#### Equipment and Supplies Acquired With Edward Byrne Memorial Justice Assistance Grant Program Funds

Special rules, set out in [42 U.S.C. § 3789](#) (a provision of the Omnibus Crime Control and Safe Streets Act of 1968), apply to the ownership, use, and disposition of equipment and supplies purchased with Edward Byrne Memorial Justice Assistance Grant Program (Byrne JAG) funds awarded by the Bureau of Justice Assistance (BJA). These rules supersede any conflicting provision of 2 C.F.R. part 200. See [2 C.F.R. Part 2800](#).

- Title to all equipment and supplies purchased with Byrne JAG funds vests in the criminal justice agency or non-profit organization that purchased the property, if it certifies to the State Office that it will use the property for criminal justice purposes.
- If such certification is not made, title to the property shall vest in the State Office, which shall seek to have the property used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.
- When equipment is no longer needed for criminal justice purposes, a State should dispose of equipment (for both the State and subrecipients) in accordance with State procedures, with no further obligation to the awarding agency.
- The procedures on *use* and *management* of equipment set out above apply to the extent that they do not conflict with 42 U.S.C. § 3789.

#### Federal Equipment

When federally owned equipment is provided, the following requirements apply:

- Title remains vested in the Federal Government.
- The equipment must be managed in accordance with the grant-making component's rules and procedures and an annual inventory listing must be submitted.
- When the equipment is no longer needed, disposition instructions must be requested from the grant-making component.

#### Replacement of Equipment

When an item of property is no longer efficient or serviceable but continues to be needed in the program or project for which it was acquired, or other programs permitted under [2 C.F.R. § 200.313\(c\)](#), the property may be replaced through trade-in or sale and subsequent purchase of new property. In this case, the following conditions must be met:

- **Same function and character.** Replacement property must serve the same function as the original property and be of the same nature or character, although not necessarily of the same grade or quality.
- **Timing.** Purchase of replacement property must take place soon enough after the sale of the property to show that the sale and the purchase are related.
- **Trade-ins.** When acquiring replacement property, the recipient or subrecipient may use the property to be replaced as a trade-in. Value credited for the property, if the property is traded in, must be related to its fair market value. The recipient or subrecipient also may use the proceeds from the sale of the property to offset the cost of the new property.
- **Subrecipients of States.** State subrecipients must obtain the written permission of the State to use the provisions of this section prior to entering into negotiation for the replacement or trade-in of property.

## III. Postaward Requirements

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### 3.7 PROPERTY STANDARDS

#### Supplies

For supplies acquired under an award, the title to the supplies vests with the recipient upon acquisition. For supplies acquired under a subaward, the title vests with the subrecipient upon acquisition.

- Recipients and subrecipients must compensate the grant-making component for its share of residual inventory of unused supplies if both of the following apply:
  - ▶ The residual inventory of unused supplies exceeds \$5,000 in total aggregate fair market value upon termination or completion of the funding support.
  - ▶ The supplies are not needed for any other federally sponsored programs or projects.
    - Compute the compensation amount in the same manner as for nonexpendable personal property or equipment.

Note: Special rules apply for supplies purchased with Byrne JAG funds – see previous discussion.

#### Real Property Acquired With Federal Funds

**Real property** means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment. See [2 C.F.R. § 200.85](#). DOJ funds generally cannot be used for land acquisition unless specifically permitted under the awarding program or terms of the award.

**Title.** Subject to the obligations and conditions in the award, title to real property acquired or improved under an award or subaward vests upon acquisition in the recipient or subrecipient, as applicable.

**Use.** Recipients and subrecipients may use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original award or subaward as long as needed for that purpose.

- An inventory report should be maintained which identifies real property acquired, in whole or in part, with Federal funds.
- Do not dispose of or encumber its title or other interests.

**Disposition.** When real property is no longer needed for the original award purposes, the non-Federal entity should obtain disposition instructions from the grant-making component or pass-through entity, as appropriate. The instructions may allow one of the following:

- **Retain title after compensating the Federal awarding agency.** The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
- **Sell the property and compensate the Federal awarding agency.** The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to

## III. Postaward Requirements

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### 3.7 PROPERTY STANDARDS

sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

- **Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency.** The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

#### Retention of Property Records

Records for equipment, nonexpendable personal property, and real property must be retained for a period of 3 years from the date of disposition, replacement, or transfer at the discretion of the grant-making component.

- If any litigation, claim, or audit is started before the expiration of the 3-year period, records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### Intangible Property

Intangible property means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible). [2 C.F.R. § 200.59](#).

**Title.** Intangible property acquired under a Federal award vests upon acquisition in the non-Federal entity.

**Use.** The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency.

**Disposition.** When no longer needed for the originally authorized purpose, intangible property is treated similarly to equipment for disposition purposes. Disposition must occur in accordance with [2 C.F.R. § 200.313\(e\)](#). In general, intangible property with a per-unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the grant-making component; while intangible property valued above \$5,000 may be retained or sold, but the grant-making component is entitled to compensation for its share of participation in the cost of the original purchase, minus some selling and handling expenses. See the provisions for disposition of equipment (above) for a summary of these requirements.

See [2 C.F.R. § 200.315](#) for additional detailed rules regarding intangible property.

#### Copyrights

The award recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award.

The grant-making component reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, for Federal Government purposes (and to authorize others to do so), the following:

- Any work subject to copyright that was developed under an award or subaward; and
- Any work for which ownership was acquired under an award or subaward.

## III. Postaward Requirements

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### 3.7 PROPERTY STANDARDS

#### Data Produced Under A Federal Award

With respect to data produced under a Federal award, the grant-making component has the right to do the following:

- Obtain, reproduce, publish, or otherwise use the data produced under an award; and
- Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

**Freedom of Information Act.** Under the Freedom of Information Act (FOIA), the Federal awarding agency may be required to publicly release certain research data related to published research findings produced under a Federal award that were publicly and officially cited by a Federal agency in support of an agency action that has the force and effect of law (e.g., a Federal regulation). In such cases, the Federal awarding agency must request, and the non-Federal entity must provide to the Federal awarding agency, within a reasonable time, the research data requested.

**Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following:** Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, communications with colleagues; trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personal and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study. This “recorded” material excludes physical objects (e.g., laboratory samples).

**Research data confidentiality provisions.** DOJ regulations at [28 C.F.R. Part 22](#) set out data privacy and confidentiality requirements, and there may be other protections for research and statistical data in authorizing statutes for a specific program (e.g., [42 U.S.C. § 10604\(d\)](#) for funds authorized under the Victims of Crime Act of 1984).

#### Patents, Patent Rights, and Inventions

The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at [27 C.F.R. Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.” [2 C.F.R. § 200.315\(c\)](#).

## III. Postaward Requirements

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### 3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

#### Procurement Standards—General Guidance

The Procurement Standards in the Uniform Guidance at 2 C.F.R. § 200.317 through 2 C.F.R. § 200.326 detail requirements and restrictions imposed on non-Federal entities (i.e., recipients and subrecipients) that use Federal assistance funds to procure property or services needed to carry out the grant-funded project.

For procurement transactions using Federal award funds, the non-Federal entity must use its own documented procurement procedures consistent with applicable State, local, and tribal laws and regulations. Procurement procedures must be formally documented by the non-Federal entity and periodically reviewed to ensure compliance with applicable regulations. A State must follow the same policies and procedures it uses for the State's procurement for its non-Federal funds.

Non-Federal entities must maintain written standards of conduct covering conflict of interest and employee participation in selection, award and administration of contracts. Recipients or subrecipients must also ensure that contractors perform in accordance with the terms, conditions and specifications of their awards. Contracts should only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of proposed procurements. Records that detail the history of all procurements must be maintained and should include, but not limited to:

- Rationale for the method of procurement;
- Selection of contract type;
- Contractor selection and/or rejection process; and
- Basis for the contract prices.

Non-Federal entities are responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement.

Award recipients and subrecipients must:

- Have a documented process to check for organizational conflict of interest with potential contractors;
- Have a process in place to ensure that contracts are not awarded to contractors or individuals on the List of Parties Excluded from Federal Procurement and Non-procurement Programs; and
- Perform a System for Award Management (SAM) review of potential contractors or individuals.

Non-Federal entities' procedures must avoid acquisition of unnecessary or duplicative items. Where appropriate, lease versus purchase analysis should be performed as well as other appropriate analysis for determining the most economical method for obtaining items or services. Recipients are encouraged to use Federal excess and surplus property when possible and to enter into inter-agency or inter-governmental agreements where appropriate to procure common or shared goods and services.

Non-Federal entities must include any applicable provisions found at [2 C.F.R. § 200 Appendix II](#) ("Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") in all contracts made by non-Federal entities (i.e., recipients and subrecipients) under the Federal grant award.

For additional guidance please see the [DOJ Guide to Procurement Procedures \[PDF - 700 Kb\]](#).

## III. Postaward Requirements

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### 3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

#### **i FINANCIAL MANAGEMENT TIP**

When conducting procurements using Federal award funds, a subrecipient of a State must use its own documented procurement procedures and must adhere to all applicable requirements found in 2 C.F.R. § 200.318 through 200.326 of the Procurement Standards.

As used in this section (3.8) and elsewhere throughout the *Guide*, the term “non-Federal entity/entities” includes for-profit recipients and for-profit subrecipients of DOJ grant or cooperative agreement funds.

As specified in this section (3.8) and as applied elsewhere throughout the Guide, the “simplified acquisition threshold” is \$250,000 and the “micro-purchase threshold” is \$10,000, for federal grants administrative purposes. See the provision under the heading, “DOJ Implementing Provision Regarding Financial Assistance Acquisition Threshold Changes in OMB M-18-18,” below.

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#### **Methods of Procurement**

There are several methods of procurement that may be used by recipients and subrecipients including:

- Procurement by micro-purchase;
- Procurement by small purchase procedures;
- Procurement by sealed bids;
- Procurement by competitive proposals; and
- Procurement by noncompetitive proposal.

#### **Competition**

Recipients and subrecipients must conduct all procurement transactions in a manner providing full and open competition consistent with the Procurement Standards in the Uniform Guidance. This requirement holds whether procurement transactions are negotiated or competitively bid, and without regard to dollar value. In order to avoid unfair competitive advantage, contractors that develop or draft specifications, requirements, statement of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.

The following situations are considered to be restrictive and should not take place:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience or excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying a “brand name” product instead of allowing “an equal” product to be offered; and
- Any arbitrary action in the procurement process.

# III. Postaward Requirements

## 3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

Written procedures for procurement transactions must ensure that all solicitations incorporate a clear and accurate description of the technical requirements of the material, product or service to be procured. Solicitations should also identify all requirements which offerors must fulfill and all other factors to be used in evaluating bids and proposals.

### Noncompetitive Practices

Non-Federal entities may conduct noncompetitive proposals (or, “sole source” procurement), by procurement through solicitation from only one source when one or more of the following circumstances apply:

- The item or service is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- DOJ or the pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- After solicitation of a number of sources, competition is determined to be inadequate.

Sole Source procurement should be used only when use of competitive solicitation procedures like sealed bids, or competitive proposals are not applicable to the requirement or is impracticable.

All sole source procurements in excess of the simplified acquisition threshold must receive prior approval from the grant-making component before entering into the contract.

### DOJ Implementing Provision Regarding Financial Assistance Acquisition Threshold Changes in OMB M-18-18

Notwithstanding any grant award term or condition specifying a different threshold (specifically including the award condition entitled, “Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000”), and consistent with the provisions of an Office of Management and Budget memorandum, [OMB M-18-18](#), dated June 20, 2018, and entitled, “Implementing Statutory Changes to the Micro-Purchase and the Simplified Acquisition Thresholds for Financial Assistance,” DOJ will allow recipients (and any subrecipients) to use a simplified acquisition threshold of \$250,000 and a micro-purchase threshold of \$10,000, for federal grants administrative purposes.

### Sole Source Justification Sample Outline

Paragraph	Content
1	Brief description of program and the product or service being procured, to include the expected procurement amount.
2	Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed above. The justification may also include the following contractor qualities: <ul style="list-style-type: none"><li>a. Organizational expertise</li><li>b. Management</li><li>c. Knowledge of the program</li><li>d. Responsiveness</li><li>e. Expertise of personnel</li></ul>

## III. Postaward Requirements

### 3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

<b>3</b>	Description of and the results of any market survey or research conducted to help determine whether a full and open competition consistent with applicable law could be conducted (or, if no market survey or research was conducted, explain why not).
<b>4</b>	Statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.
<b>5</b>	Other points to “sell the case.”
<b>6</b>	Declaration that this action is in the “best interest” of the grantor agency and/or the Federal Government.
<b>7</b>	Conflict of Interest Review
<b>Note:</b> Time constraints will not be considered a factor if the award recipient has not sought competitive bids in a timely manner.	

The following “Do’s and Don’ts” lists are non-exhaustive and highlight a few elements from the Procurement Standards. To help ensure that recipients conduct procurement transactions in full compliance with the Procurement Standards and other applicable law, the use of these highlights are considered as a starting point only, and should not be relied upon as though they fully cover all aspects of the law, rules, policies, or procurement procedures that may apply to procurement transactions conducted using Federal award funds.

#### Contracting Do’s

1. Provide for full and open competition consistent with the Procurement Standards.
2. Develop and incorporate clear and accurate descriptions for technical requirements, specifications, statements of work, or other required documents used in procurement transactions.
3. Ensure any prequalified lists of persons, firms, or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition consistent with the Procurement Standards.
4. Only make procurement contracts to responsible contractors that can perform successfully in accordance with contract terms and conditions.
5. Maintain records sufficient to detail the history of any procurement action.

#### Contracting Don’ts

1. Don’t include unreasonable (or otherwise unjustifiable) requirements that would be restrictive of competition.
2. Don’t require unnecessary experience or other unnecessary criteria or elements that cannot be justified or supported with procurement procedures and the Procurement Standards.
3. Don’t allow for, engage in, or facilitate noncompetitive pricing between firms or affiliated companies.
4. Don’t forget to include all applicable contract provisions described in Appendix II to Part 200 in any procurement contracts.
5. Don’t require unreasonable time frames or performance.

## III. Postaward Requirements

### 3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

#### OJP Construction Requirements

##### Qualifications

Recipients or subrecipients considering the use of federal grant award funds for construction must be aware of the following qualifications:

- Costs incurred as an incidental and necessary part of a program for renovation, remodeling, maintenance, and repair costs that do not constitute capital expenditures are generally allowable, but may be subject to provisions, including restrictions or limitations, contained in program-authorizing legislation.
- The total cost of a construction project includes the cost of site preparation and demolition of existing structures. Any proceeds (program income) realized for site preparation activities (e.g., salvage value of structures demolished or proceeds from the sale of timber) must be applied to the project. These proceeds should be used to reduce the total cost of the construction project.
- Relocation costs are paid in accordance with the [Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970](#), 42 U.S.C. § 4601-4655.
- Funds will not be obligated for construction until OJP has been contacted and assisted in satisfactorily completing any applicable OJP procedures by complying with the National Historic Preservation Act, the National Environmental Policy Act, and other related Federal environmental impact analysis requirements.

##### FINANCIAL MANAGEMENT TIP

All income earned that is generated as a direct result of a federal-grant-funded project during the grant's period of performance is considered program income (see [Chapter 3.4](#)).

#### Special Fiscal Conditions for Construction Projects

The DOJ grant-making component or recipients (e.g., pass-through entities such as States) may accept the bonding policy and requirements of recipients or subrecipients, respectively, if they adequately protect the Federal interest. If DOJ or the pass-through entity determines that a recipient or subrecipient, as applicable, does not have adequate bonding policies and requirements that protect the Federal interest, the DOJ grant-making component or pass-through entity must require all of the following, consistent with [2 C.F.R. § 200.325](#):

- A bid guarantee equivalent to 5 percent of the bid price.
  - ▶ The bid guarantee must consist of a firm commitment—such as bid bond, certified check, or other negotiable instrument accompanying a bid—as assurance that the bidder will, upon bid acceptance, execute such contractual documents as may be required within the time specified after the forms are presented.
- A performance bond on the part of the contractor for 100 percent of the contract price.
  - ▶ A performance bond is a bond executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract.
- A payment bond on the part of the contractor for 100 percent of the contract price.
  - ▶ A payment bond is a bond executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## III. Postaward Requirements

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### 3.8 PROCUREMENT UNDER AWARDS OF FEDERAL ASSISTANCE

#### FINANCIAL MANAGEMENT TIP

The customary fixed fee or profit allowance in cost-type contracts may not exceed 10 percent of the total estimated costs. This rule applies to procurement contracts executed under grants.

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#### **Guarantee of Payment of Money**

In situations where the Federal Government guarantees the payment of money borrowed by a recipient or subrecipient, the State may, at its discretion, require bonding and insurance to protect the interest of the Federal Government.

- If a project is considering construction of facility improvements for less than \$100,000 and the subrecipient does not have any requirements for bid guarantees, performance bonds, and payments bonds, the subrecipient must meet the requirements of the State.

#### **Executive Order 13202**

**Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and subrecipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not:

- Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
- Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

## III. Postaward Requirements

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### 3.9 ALLOWABLE COSTS

#### Introduction

Allowable costs (for all non-Federal entities, other than for-profit entities and hospitals) are those costs consistent with the principles set out in the Uniform Guidance 2 C.F.R. § 200, Subpart E, and those permitted by the grant program's authorizing legislation. To be allowable under Federal awards, costs must be reasonable, allocable, and necessary to the project, and they must also comply with the funding statute and agency requirements. This chapter highlights certain elements of allowable costs. For more information about specific factors that affect whether costs are allowable, refer to [2 C.F.R. § 200, Subpart E](#), including the list of specific items of cost in 2 C.F.R. § 200.420 through 200.475.

Set out below is additional guidance on cost categories and selected items of cost that are often relevant to DOJ awards.

#### Compensation for Personal Services

##### Limit on Use of Award Funds for Employee Compensation

Federal grant funds may not be used to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110 percent of the annual maximum salary payable to a member of the Federal Government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year.

#### ► OJP SPECIFIC TIP

With respect to the limitation, compensation for salary plus bonuses are applicable to any award of more than \$250,000.

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The 2017 salary table for SES employees is available on the U.S. Office of Personnel Management's [2017 Executive and Senior Level Employee Pay Tables](#) web page.

A recipient may compensate an employee at a higher rate, provided the amount in excess of the limitation is paid with non-Federal funds. For employees who charge only a portion of their time to an award, the allowable amount to be charged to that award is equal to the percentage of time worked on the grant times the maximum salary limit (110% of SES salary).

#### ► OJP SPECIFIC TIP

The Assistant Attorney General for OJP (or, for certain awards, the official listed in the applicable program solicitation) may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget. The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

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# III. Postaward Requirements

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## 3.9 ALLOWABLE COSTS

### **i FINANCIAL MANAGEMENT TIP**

Any additional compensation beyond 110 percent of the U.S. Government SES level will not be considered matching funds where matching requirements apply.

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### **Support of Salaries, Wages, and Fringe Benefits**

Charges made to Federal awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. See [2 C.F.R. § 200.430](#).

- Charges must be supported by a system of internal controls that provides reasonable assurance that the charges are accurate, allowable and properly allocated.
- Documentation for charges must be incorporated into the official records of the organization.
- Support must reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies.
- Where grant recipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.
- In cases where two or more grants constitute one identified activity or program, salary charges to one grant may be allowable after written permission is obtained from the awarding agency.
- The recipient must complete and keep on file, as appropriate in accordance with Federal law, the U.S. Citizenship and Immigration Services' Employment Eligibility Verification Form I-9 for individuals working under the award. This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

### **i FINANCIAL MANAGEMENT TIP**

Examples of items that may support salaries and wages can include timesheets, time and effort reports, or activity reports that have been certified by the employee and approved by a supervisor with firsthand knowledge of the work performed. Payroll records should also reflect either after the fact distribution of actual activities or certifications of employee's actual work performed.

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### **▶ OJP SPECIFIC TIP**

#### • Added Work

A recipient or subrecipient may employ a State or local government worker to complete tasks in addition to his or her full-time job, provided the work is performed on the employee's own time and:

Compensation paid should be reasonable and consistent with that paid for similar work in other activities of State or local government;

The employment arrangement is approved and proper under State or local regulations (e.g., no conflict of interest); and

The time and/or services provided are supported by adequate documentation.

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## III. Postaward Requirements

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### 3.9 ALLOWABLE COSTS

#### Overtime Compensation

Unless specifically exempted under the Fair Labor Standards Act, recipient and subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week (usually 40 hours).

- Payment of more than occasional overtime is subject to periodic review by the awarding agency.
- In addition, overtime compensation is typically reviewed during site visits and audits.

Executive, administrative and professional employees who meet the criteria for an exemption from the overtime requirements of the Fair Labor Standards Act may not be reimbursed for overtime under grants and cooperative agreements. More information on overtime exemptions under the Fair Labor Standards Act is available on the Department of Labor's website at [https://www.dol.gov/whd/overtime\\_pay.htm](https://www.dol.gov/whd/overtime_pay.htm).

#### FINANCIAL MANAGEMENT TIP

In no case is dual compensation allowable. That is, an employee may not receive compensation from his/her organization AND from an award for a single period of time (e.g., 1 to 5 p.m.), even though such work may benefit both activities.

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#### Conferences and Workshops

Allowable costs for conferences **may** include amounts paid for the following:

- Conference or meeting arrangements
- Publicity
- Registration
- Salaries of personnel
- Rental of staff offices
- Conference space
- Recording or translation services
- Postage
- Telephone charges
- Travel expenses (this includes transportation and subsistence for speakers or participants)
- Lodging (restrictions apply—please see below)

## III. Postaward Requirements

### 3.9 ALLOWABLE COSTS

#### ▶ OJP SPECIFIC TIP

All contracts under an award funded by OJP awards for events that include 30 or more participants (both Federal and non-Federal) must ensure that lodging costs for any number of attendees do not exceed the prevailing Federal per diem rate for lodging. If the lodging rate is not the Federal per diem rate or less, none of the lodging costs associated with the event are allowable costs to the award. As a result, the recipient would be required to pay for all lodging costs for the event with non-award funds, not just the amount in excess of the Federal per diem. For example, if the Federal per diem for lodging is \$78 per night, and the event lodging rate is \$100 per night, the recipient would be required to pay the full \$100 per night, not just the difference of \$22 per night.

#### Travel

Travel expenses are allowable costs for employees who are in travel status on official business related to the award. These costs must be reasonable and in accordance with the organization's established travel policy. In absence of an established travel policy, the organization must comply with the Federal travel regulations. See [2 C.F.R. § 200.474](#).

- The DOJ awarding agency reserves the right to determine the reasonableness of an organization's travel policy.
- Recipients and subrecipients must follow their own established travel policies.
- If a recipient or subrecipient does not have an established travel policy, they must abide by the Federal travel policy including per diem rates.
- The current travel policy and per diem rate information is available at the [Per Diem rates section of the U.S. General Services Administration \(GSA\)](#) website.

Foreign travel is defined as any travel outside of the United States and its Territories and possessions.

- For an award recipient or subrecipient located outside the United States and its Territories and possessions, foreign travel means travel outside that country.
- Prior approval is required for all foreign travel (see [Chapter 3.6](#)).

#### Project Site

The cost of space in privately or publicly owned buildings used for the benefit of the project is allowable subject to the conditions stated below:

- The total cost of space does not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality.
- The cost of space procured for project usage is not charged to the program for periods of non-occupancy without authorization of the grant making component.
- The rental cost for space in a privately owned building is allowable. Rental costs may not be charged to the grant if the recipient owns the building or has a financial interest in the property. However, the cost of ownership is an allowable expense.

## III. Postaward Requirements

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### 3.9 ALLOWABLE COSTS

- Cost of ownership expenses for a publicly owned building are allowable where “rental rate” systems, or equivalent systems that adequately reflect actual costs, are employed.
- Ownership expenses must be determined on the basis of actual cost (including depreciation based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are included in rental charges, they may not be charged elsewhere.
- Rental costs may not be charged for building purchases or construction originally financed by the Federal Government.
- Costs for rental of any property (to include commercial or residential real estate) owned by individuals or entities affiliated with the recipient or subrecipient for purposes such as the home office workspace, are unallowable. The cost of related utilities is also unallowable.

The cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and maintenance, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.

Costs incurred for rearrangement and alteration of facilities required specifically for the award program, or that materially increase the value or useful life of the facility, are allowable when specifically approved by the awarding agency. See [2 C.F.R. § 200.462](#).

Depreciation or use allowance on idle or excess facilities is NOT ALLOWABLE, except when specifically authorized by the Federal awarding agency. See [2 C.F.R. § 200.446](#).

The cost of space procured under rental-purchase or a lease-with-option to purchase agreement is allowable when specifically approved by the awarding agency. This type of arrangement may require application of special matching share requirements under construction programs.

#### Printing

The cost of electronic and print media, including distribution, promotion, and general handling, are allowable. If these costs are not identifiable with a particular project or cost activity, the costs should be allocated as indirect costs to all benefiting activities of the organization.

Pursuant to the Government Printing and Binding Regulations, no project may be awarded primarily or substantially for the purpose of having material printed for the awarding agency. The Government Printing and Binding Regulations allow:

- The issuance of a project for the support of non-Government publications, provided such projects were issued pursuant to an authorization of law, and were not made primarily or substantially for the purpose of having material printed for the awarding agency.
- The publication of findings by recipients/subrecipients within the terms of their project provided such publication is not primarily or substantially for the purpose of having such findings printed for the awarding agency.

See [2 C.F.R. § 200.461](#).

## III. Postaward Requirements

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### 3.9 ALLOWABLE COSTS

#### Publication

Guidance for publication costs is set out in [2 C.F.R. § 200.461](#). To be considered allowable, publication costs must be incurred for work done according to a process that the recipient has described in writing. This process should include writing, editing, and preparing the illustrated material (including videos). Alternatively, it may include only the internal printing requirements from the recipients/subrecipients in accordance with the terms of the project.

- DOJ has authorized any recipient or subrecipient employee to make or have made by any means available to him or her, without regard to the journal copyright and without royalty, a single copy of any such article for his or her own use.

Recipients are encouraged to make the results and accomplishments of their activities available to the public. Recipients publicizing project activities and results must adhere to the following parameters:

- Responsibility for the direction of the project activity should not be ascribed to the grant-making component.
  - ▶ The publication must include the following statement: “The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice or grant-making component.”
  - ▶ The publication must not convey DOJ’s official recognition or endorsement of the recipient’s project simply based on having received funding.
  - ▶ Recipients may file a separate application with the grant-making component requesting official recognition.
- In all materials publicizing or resulting from award activities, the awarding agency assistance must be acknowledged. An acknowledgement of support shall be made through use of the following or comparable footnote:
  - ▶ “This project was supported by Award No.XXXXXX awarded by the (name of specific office/bureau), Department of Justice.”
- Recipients and any subrecipients are expected to publish or otherwise make widely available to the public, as requested by the awarding agency, the results of work conducted or produced under an award.
- All publication and distribution agreements with a publisher must include provisions giving the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for Federal Government purposes (see [Chapter 3.7](#)). The agreements with a publisher should contain information on the awarding agency requirements.
- Unless otherwise specified in the award, recipients/subrecipients may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material will be subject to the same provisions giving the Federal Government a license as described above.
- A publication and distribution plan should be submitted to the awarding agency before materials developed under an award are commercially published or distributed.
  - ▶ The plan must include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and—to assure reasonable competition—the identification of firms that will be approached.
  - ▶ Recipients/subrecipients must obtain prior agency approval of this plan for publishing project activities and results when it uses Federal funds to pay for the publication.

## III. Postaward Requirements

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### 3.9 ALLOWABLE COSTS

#### ▶ OJP SPECIFIC TIP

Recipients/subrecipients are permitted to display the official awarding agency logo in connection with the activities supported by the award, with the prior approval of the awarding agency. In this respect, the logo must appear in a separate space, apart from any other symbol or credit.

The words “Funded/Funded in part by DOJ” shall be printed as a legend, either below or beside the logo, each time it is displayed. Use of the logo must be approved by the awarding agency.

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#### Duplication

If recipients/subrecipients need to duplicate less than 5,000 units of only one (1) page, or less than 25,000 units in the aggregate of multiple pages, of its findings for the awarding agency, DOJ will not consider this duplication to constitute printing primarily or substantially for the awarding agency (e.g., 5,000 copies of 5 pages, etc.). Duplicated pages may not exceed a maximum image size of 10¾ by 14¼ inches.

#### Other Allowable Costs

- Recipients can expense costs associated with software development in the period the costs are incurred, subject to the limits outlined in the budget and budget narrative.
- Recipients may not use an accelerated method to calculate depreciation without clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portion than in the later portion of its useful life.
- Post-employment benefits are allowable costs if funded in accordance with actuarial requirements.
- In accordance with [2 C.F.R. § 200.428](#), costs incurred by a non-Federal entity to recover improper payments are allowable as either direct or indirect cost, as appropriate.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

#### ▶ OVW SPECIFIC CONFERENCE GUIDANCE

The section below does not apply to recipients of OVW funds. Guidance on conference approval, planning, and reporting for OVW recipients is available [here](#).

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#### Introduction

The purpose of this section is to provide guidance to OJP/COPS Office grantees (including cooperative agreement recipients and subrecipients) and contractors that conduct training sessions, meetings, or conferences.

For purposes of this chapter (OJP/COPS Office Conference Approval, Planning, and Reporting) references to “contractor” means a Federal contractor, unless context indicates otherwise. Click here to sign up for email notifications for any changes to the Conference Cost Policy pages: [Email Notification \(Click to Subscribe\)](#)

#### What’s New

##### Conference Policy Last Updated March 18, 2013

- “When No Prior Approval is Required” page published with checklist to help recipients determine which events are exempt from the prior approval process.
- Guidance on application of indirect cost rates to conference costs.
- New FAQs.
- Delinquent reports may result in a hold on remaining award funds.

#### Policy Overview

All conferences (defined broadly to include meetings, retreats, seminars, symposia, events, and group training activity) conducted by cooperative agreement recipients or contractors funded by OJP/COPS Office must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests for conferences costing \$100,000 or less and not exceeding any cost thresholds must be submitted a minimum of 90 days in advance of the start date. All conferences costing more than \$100,000 or exceeding any one cost threshold must be submitted a minimum of 120 days in advance of the start date. See the [Prior Approval Required](#) section for more information.

In addition, cooperative agreement recipients and contractors conducting conferences that cost more than \$20,000 must report actual conference expenses within 45 days after the last day of the event. See the [Post-Event Reporting](#) section for more information.

No hotel/venue or audio-visual contracts may be entered into before such prior approval has been obtained in writing from OJP/COPS Office.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

#### Grants

Conferences conducted by grant recipients do not require prior approval. However, grant recipients must ensure compliance with the food/beverage, meeting room/audio-visual, logistical planner, and programmatic planner limitations and cost thresholds. (Note – if the award number does not have a “K” in the last 4 characters, then the award is a grant.)

#### Cooperative Agreements

Cooperative agreement recipients must receive written prior approval for all conferences. Cooperative agreement recipients may not proceed with a conference until appropriate approval has been received, must comply with the approval process regarding logistical conference planning (see section on logistical conference planning), and must keep their program manager informed of all decisions being made during the conference planning process. (Note – if there is a “K” in the last 4 characters of the award number, then the award is a cooperative agreement.)

#### Contracts

Contract recipients must receive written prior approval for all conferences.

#### Cost Thresholds

Cost thresholds and limitations are in place for the following items:

- Meeting room/audio-visual services (lesser of \$25 per day per attendee or \$20,000)
- Logistical planners (lesser of \$50 per attendee or \$8,750)
- Programmatic planners (lesser of \$200 per attendee or \$35,000)
- Food and beverage (generally not allowed)
- Refreshments (generally not allowed)

While there are exceptions to these thresholds and limitations, they are rare and require extraordinary justification as well as approval outside and above OJP/COPS Office. See the [Conference Costs](#) and [Prior Approval Required](#) sections for more information.

#### Definitions

The following definitions pertain specifically to conference costs. Additional definitions can be found in the [Glossary of Terms, Appendix 5.2](#). See [41 C.F.R. § 300-3.1](#) for a glossary of travel terms.

**Agenda** means a *formal agenda* that provides a list of all activities that shall occur during the event, using an hour-by-hour timeline. It must specifically include the times during the event when food and/or beverages will be provided.

**Conference** is defined broadly, and includes meetings, retreats, seminars, symposia, and training activities. See [2 C.F.R. § 200.432](#) for general cost principles that apply to conferences.

- A conference typically is a prearranged formal event with at least some of the following characteristics: designated participants and/or registration; a published substantive agenda; and scheduled speakers or discussion panels on a particular topic.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

- A conference typically is not a routine operational meeting, a law enforcement operation or prosecutorial activity in connection with a specific case or criminal activity, a testing activity, or a technical assistance visit. Please refer to the definitions of these set out below to decide whether the event requires prior approval and reporting under this guidance.

**Conference costs and conference expenses** mean all costs using DOJ funds associated with planning, hosting, sponsoring, or otherwise holding any conference, including all of the categories of costs listed below:

- Conference meeting space (including rooms for breakout sessions)
- Audio-visual equipment and services
- Printing and distribution
- Meals provided at the event (generally unallowable)
- Refreshments (generally unallowable)
- Meals and incidental expenses (M&IE portion of per diem)
- Lodging
- Air travel to/from conference
- Local transportation (e.g., rental car, privately owned vehicle to-and-from-the airport, taxi)
- Logistical conference planner
- Programmatic conference planner
- Trainers, instructors, presenters, or facilitators
- Other costs which must be identified individually
- Staff time associated with planning and holding the conference
- Indirect costs/overhead rates applied to direct costs associated with the conference (In accordance with negotiated agreements, all indirect costs associated with a conference must be applied to the above categories as appropriate and reported as conference costs.)

**Law enforcement operation** means events that involve staging (as well as victim service provider staging related to a law enforcement operation), surveillance, investigation, intelligence, and undercover activities, and other activities directly related to active law enforcement operations. For example:

- A meeting between the police department and local trafficking service providers related to an impending raid on a labor trafficking site would be a law enforcement operation.
- However, a conference about human trafficking that brought together the police department and local trafficking service providers to train, discuss their overall trafficking initiatives, and develop professional relationships, would not be a law enforcement operation.

A **routine operational meeting** typically does not have a formal published agenda, scheduled speakers, or discussion panels, and is defined as an event where the:

- Primary focus is the recipient's day-to-day operations and concerns (e.g., staff meetings, all hands meetings);
- Attendees overwhelmingly are internal to the organization holding the meeting; and
- Answer to all ten questions on the checklist on the [No Prior Approval Required](#) page is "No."

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

**Technical assistance visit** means travel by an individual or a small group of grantee/contractor staff members or consultants to provide training or technical assistance to a particular entity, where there are no costs to DOJ funds for meeting rooms, conference planning, or trinkets. Reasonable travel costs (lodging, transportation, local transportation, audio-visual, printing, and meals and incidental expenses [M&IE]) for technical assistance staff may be reimbursed.

**Testing activity** means an event where the primary purpose is to evaluate an individual's qualifications to perform certain duties necessary to perform his or her job. The most common examples include events held for firearms and weaponry proficiency testing and certifications. A majority of the event must be devoted to the administration and taking of the test. An event that includes testing that is merely incidental to the event, or where such testing is given upon the completion of the event to evaluate the event or determine participation in the event, is not a testing activity.

**Federal facility** means property or building space owned, leased, or substantially controlled by the Federal Government or the government of the District of Columbia.

**Non-Federal facility** is any facility that is not a Federal facility. State and local facilities are considered "non-federal facilities". For further clarification see [5 U.S.C. § 4101\(6\)](#).

**Logistical conference planners** perform the logistical planning necessary to hold a conference, which may include: recommending venues, advertising, setting the stage and arranging for audio-visual equipment, securing hotel rooms, interacting with caterers, and other non-programmatic functions.

**Programmatic conference planners** develop the conference agenda, content, and written materials. They may also identify and/or provide appropriate subject matter experts and conference participants.

**Total Costs** are defined as direct and indirect costs.

**Per Attendee** means *all* attendees, federal and non-federal.

**Subaward/Subcontract** includes any agreement under which the award recipient outsources work, goods, or services related to the conference; indirect cost rates may only be allocated to the first \$25,000 of each such agreement. See [2 C.F.R. § 200.330](#); [2 C.F.R. § 200 Appendix III C.2 \(IHE\)](#); [2 C.F.R. § 200 Appendix IV. B.2.c \(non-profits\)](#); and [2 C.F.R. § 200 Appendix VII C.2.c](#) (State and local).

#### No Prior Approval Required

Prior approval is not required for the following types of award recipients and/or activities.

#### Grantees Who Do NOT Have a Cooperative Agreement Type of Grant Award

Reasonable conference-related activity costs are allowable uses of OJP/COPS Office funding as long as the grant budget has been approved by OJP/COPS Office. Meals, refreshments, and trinkets generally are not allowable.

- OJP/COPS Office does not require non-cooperative agreement grantees to obtain additional prior approval from OJP/COPS Office for specific conference costs.

## III. Postaward Requirements

### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

- Cost limits apply. Even though prior approval of most conference costs by OJP/COPS Office is not required, OJP/COPS Office expects grantees to make every effort to stay within the cost limitation thresholds on meeting space, audio-visual equipment/services, and conference planning, as set out in this guidance. Where grantees plan to exceed (or do exceed) these cost limitations, they must maintain adequate documentation that such costs were reviewed by the grantee through some internal process, and that the costs were determined to be justified by the grantee. This documentation will be subject to review during monitoring and audits.

#### ACTION ITEM

In very limited circumstances, grantees may seek prior approval for an exception to provide meals, refreshments, or trinkets with grant funds. OJP/COPS Office rarely approves such requests.

#### Operational Meetings and Technical Assistance

In response to questions regarding what qualifies as operational meetings and technical assistance visits, OJP/COPS Office developed a checklist to alleviate some of the uncertainty regarding whether an event requires prior approval. Incorporated onto the top of Sheet A of the [Conference & Events Submission Form](#) are ten questions. If the answers to all of the ten questions are “No,” the event does not require prior approval:

1. Is the cost of the event greater than \$20,000?
2. Are there meeting room costs?
3. Are audio-visual costs greater than \$25 per attendee or more than \$1,000 in total?
4. Are there any food and beverage costs?
5. Did the request for the meeting come from multiple jurisdictions or agencies?
6. Do the participants represent multiple agencies that are not co-located or joined by an agreement (e.g., task force with MOU)?
7. Are there trinkets being purchased?
8. Is there a formal published [agenda](#)?
9. Are formal discussions or presentation panels planned?
10. Are there logistical planning costs beyond incidental internal administrative costs necessary to arrange travel and lodging for a small number of individuals?

The above checklist should be utilized to assist with questions regarding the definition and differences between technical assistant visits and trainings. If the answers to the above questions for an event are all “No” it does not require prior approval.

#### Law Enforcement Activity

Events that involve staging (as well as victim service provider staging related to a law enforcement operation), surveillance, investigation, intelligence, and undercover activities, and other activities directly related to active law enforcement operations, do not require prior approval.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

#### Training or Speaking at a Non-DOJ-Sponsored Conference

Providing training at or speakers for a non-DOJ-sponsored conference, but not contributing to overall conference planning or costs is generally considered a technical assistance event. These events do not require prior approval if the answer to all the following questions is “No”:

1. Is the cost of the event greater than \$20,000?
2. Are there meeting room costs that will be paid for with DOJ federal or match funds?
3. Are the audio-visual costs (if any) greater than \$25 per attendee or more than \$1,000 in total for this specific event?
4. Are there any food and beverage costs that will be paid for with federal funds? (does not include per diem reimbursements to grantee staff or consultants)
5. Are there logistical planning costs beyond incidental internal administrative costs necessary to arrange travel and lodging?
6. Is any other type of participation being provided in the event (e.g., exhibit booth sponsorship, overall conference sponsorship, sponsorship or provision of non-workshop good/services)?

Note: Providing multiple speakers to a conference (generally exceeding \$20,000 in total costs) or providing other types of direct or indirect support (e.g., sponsoring an exhibit booth using federal funding) that offsets the costs of the non-DOJ sponsored conference hosted by a third-party may be considered a federally-funded “sponsor,” which some may construe as OJP/COPS Office-sponsorship of the overall conference. For these reasons, OJP/COPS Office may require these types of situations be approved as a “DOJ-sponsored” event, on a case by case basis.

#### Testing Activity

The primary purpose is to evaluate an individual’s qualifications to perform certain duties necessary to his or her job. The majority of the event must be devoted to the administration and taking of the test. The most common examples include events held for firearms and weaponry proficiency testing and certification. An event that includes testing that is merely incidental to the event, or where such testing is given upon the completion of the event to evaluate the event or determine participation in the event, is not a testing activity.

#### Video Conferences and Webinars

Webinars and video conferences do not require prior approval if there are no costs for logistical conference planning or for Government-provided food or beverages.

#### Prior Approval Required

Prior approval is required for the following types of award recipients and/or activities.

#### Grantees Who Have a Cooperative Agreement Type of Grant Award

Cooperative agreement recipients must seek and obtain OJP’s/COPS Office’s prior written approval for each event held with OJP/COPS Office funds, and for all conference costs associated with that event that are paid by OJP/COPS Office funds.

### III. Postaward Requirements

#### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

- No conference (regardless of the number of attendees) can proceed, nor can conference-related contracts (e.g., hotel contracts and travel arrangements/reservations) be signed, or conference implementation funding be obligated/work authorized (whether performed by cooperative agreement staff or outside staff), until the cooperative agreement recipient has obtained DOJ’s approval in writing.
- Approval of the overall cooperative agreement proposal or budget does not grant prior approval to use federal funds for events anticipated in the budget.
- The reasonable minimal costs of identifying conference locations and developing the itemized cost estimates required to assemble and submit a conference cost approval request are allowable without prior approval by OJP/COPS Office. However, cooperative agreement recipients should work with the relevant program office to ensure that any costs authorized are reasonable and minimal.
- Those entities with conference planning contracts providing support for planning as well as implementation logistics should only authorize the tasks absolutely necessary to identify the most cost-effective conference locations/services, and to prepare and negotiate cost proposals for submission to DOJ.

#### Contracts

Contractors must seek and obtain OJP’s/COPS Office’s prior written approval for each event held with OJP/COPS Office funds, and for all conference costs associated with that event that are paid with OJP/COPS Office funds.

#### Timing of Requests for Prior Approval

Event Parameters	Mandatory Timeframe for Prior Approval Request
Conferences costing <b>\$100,000 or less, and not exceeding any cost thresholds</b> (conference space & audio-visual equipment/services, logistical conference planner, <u>and</u> programmatic conference planner)	Requests <b>must</b> be submitted to OJP/COPS Office <b>90 calendar days</b> in advance of the <u>earliest</u> of the following: <ul style="list-style-type: none"> <li>• Start date of the conference;</li> <li>• Deadline for signing conference-related contracts, or</li> <li>• Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request.)</li> </ul>
Conferences costing <b>over \$100,000, or exceeding any one cost threshold</b> (conference space & audio-visual equipment/services, logistical conference planner, or programmatic conference planner)	Requests must be submitted to OJP/COPS Office <b>120 calendar days</b> in advance of the <u>earliest</u> of the following: <ul style="list-style-type: none"> <li>• Start date of the conference;</li> <li>• Deadline for signing conference-related contracts, or</li> <li>• Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).</li> </ul>

#### ACTION ITEM

OJP/COPS Office may, at its sole discretion, consider prior approval event requests that are submitted late, but cannot assure that such requests will receive a decision in time to avoid having to cancel the conference (particularly if there are any issues that arise with specific items of cost in the request). Cancellation costs associated with conferences that are submitted for late prior approval may be determined to be unallowable costs by OJP/COPS Office.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

#### Submitting an Event Request

All cooperative agreement and contract recipients must complete the [Conference & Events Submission Form](#) and obtain OJP's/COPS Office's prior written approval for each event held with OJP/COPS Office funds. Each submission must contain all the applicable information (e.g., start date, end date, conference planner, M&IE) to assist in a thorough review. The recipient must provide justification where required by the form. If additional space is needed, please add a tab to the form. All supporting documentation should be embedded and included within the spreadsheet file. This ensures one file per submission, reduces the number of questions, and reduces the possibility of necessary information getting lost or separated from the main submission file. Note: Supporting calculations and agendas (submitted on a separate tab) must be included in all submissions.

To obtain a blank copy of the form [click here](#).

#### Submitting a Blanket Request

A Conference & Events Submission Form may be completed to host a series of the same or similar pre-arranged events containing multiple delivery dates scheduled to take place within the same fiscal year. The recipient must first estimate the average cost of each event and select the highest cost from each event to complete the submission form. [Click here](#) to obtain instructions for submitting a blanket request.

Submit completed prior approval requests on the Conference & Events Submission Form to the following email addresses:

**Bureau of Justice Assistance (BJA):** [BJAConferencecosts@usdoj.gov](mailto:BJAConferencecosts@usdoj.gov)

**All other OJP Bureaus and Offices:** [OJPConferencecosts@ojp.usdoj.gov](mailto:OJPConferencecosts@ojp.usdoj.gov)

**COPS Office:** [COPSConferencecosts@usdoj.gov](mailto:COPSConferencecosts@usdoj.gov)

#### Prior Approval Submission Issues

- The conference has not occurred and additional costs have been identified.
  - ▶ If additional costs not represented in the submitted prior approval request are estimated to exceed 10% and \$1,000 of the original prior approval amount in any conference cost category or in total, the contractor/cooperative agreement recipient should submit an amended conference request form containing the new amounts for prior approval.
  - ▶ If the conference now exceeds \$100,000 in total costs, or if any cost category thresholds are exceeded, additional review is required beyond OJP/COPS Office. The new request for prior approval should be submitted 120 days prior to the conference date. If the resubmission is outside of that timeframe, OJP/COPS Office may not have adequate time for the review and approval process.
- Conference was not approved in advance.
  - ▶ If the conference has occurred without advance approval, the contractor/cooperative agreement recipient must submit the required conference approval form with detailed justification as to why the event was not submitted for advance approval. The conference approval form must be reviewed/approved by the bureaus and program offices. OJP/COPS Office may, in its sole discretion, consider approving the event retroactively. If OJP/COPS Office considers costs ineligible for approval, the costs will be unallowable.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

- Cost estimates.
  - ▶ Cooperative agreement and contract recipients must provide detailed cost estimates for each conference cost category (e.g., lodging rate per attendee, itemized audio-visual cost, transportation). Cost comparisons should be conducted to minimize costs of contracts for services, unless a specific provider is required by a facility. See [Location Selection](#) for a discussion of facility and venue selection.

#### Determining Costs

When determining the total cost of a DOJ-funded conference, all costs incurred by the recipient under the award must be included (see specific categories below).

- Actual or estimated costs.
  - ▶ Recipients must provide actual costs where possible, but may provide estimates for purposes of submitting requests for prior approval. For post-event reporting, actual costs must be provided.
- Co-sponsors.
  - ▶ Costs covered by non-DOJ co-sponsors are not subject to the conference cost limits and restrictions, do not require prior approval by OJP/COPS Office, and do not have to be reported as part of the DOJ-funded event. Such co-sponsor funding generally is not considered program income.
- Program income/fees.
  - ▶ Conference costs covered by program income (for example, from conference fees) are not subject to the conference cost thresholds and restrictions, do not require prior approval by OJP/COPS Office, and do not have to be reported as part of the DOJ-funded event. For purposes of overall conference prior approval, however, if program income will be used to offset a conference cost line item, please demonstrate that in the supporting calculations. Also ensure that any agendas with meals or refreshments funded by program income or other non-DOJ funding are clearly labeled as not funded by DOJ. Recipients that are permitted to charge fees, or otherwise generate program income, must account for those funds up to the same ratio of Federal participation as funded in the project or program. Example: A discretionary award project funded with 100% Federal must account for and report on 100% of the total program income earned. If the total program income earned was \$20,000, the recipient must account for and report the \$20,000 as program income on the Federal Financial Report (FFR), SF-425.
- Individual purchases.
  - ▶ Individual purchases of goods or services by attendees of the conference at the conference location are not considered to be “conference fees.” An independent contractor (e.g., hotel, vendor), without any federal involvement whatsoever, may collect fees from recipients to cover the costs of specific goods or services that cannot be purchased with federal funding or are otherwise not approvable, so long as the good or service is not prohibited (e.g., alcoholic beverages). These fees are not considered program income and should only be collected to offset the costs incurred.
- Ticketed events.
  - ▶ Related to individual purchases, a recipient may hold a session where attendees have the option of purchasing a meal or refreshment directly from the hotel (a “ticketed event”). A recipient may communicate the availability of such a session to conference attendees, and as long as the recipient is not involved in the collection of the fees, the fees are not considered program income. The costs for services provided by the independent vendor with such fees are not subject to the conference cost thresholds and restrictions, do not require prior approval by OJP/COPS Office, and do not have to be reported as part of the DOJ-funded event.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

- Attendee costs.
  - ▶ For prior approval and reporting purposes, a cooperative agreement recipient must report all costs of attendance supported by the award, including conference scholarships where that recipient administers the scholarships. (When determining overall conference costs, OJP/COPS Office may supplement the recipient's data with available data on attendance costs related to DOJ employees, and non-DOJ attendees whose attendance is supported by scholarships administered by an entity other than that primarily responsible for planning and/or hosting the conference.)

#### Event Planning Guidance

##### Minimize Costs Where Possible

All OJP/COPS Office funding recipients must thoroughly review all planned conference costs to ensure that such costs are reasonable and absolutely necessary. **Every effort should be made to conduct conferences via webinar, teleconference, or video conference.** In-person, face-to-face conferences should only be held when necessary and no other option exists to conduct the business without travel and related costs. Note: Each submission should include a statement discussing why the event cannot be conducted via webinar, teleconference, or video conference. This can be done on a separate tab on the Conference & Events Submission form.

##### Location Selection

- Cost comparisons.
  - ▶ All funding recipients should conduct pricing comparisons of multiple facilities in multiple *locations*. Minimizing costs must be a critical consideration when determining the city and facility in which to hold a conference. Cost comparisons should include the following:
    - Overall facility cost;
    - Availability of lodging at per diem rates;
    - Convenience of location;
    - Availability of meeting space, equipment, and supplies, and
    - Commuting/travel distance for attendees.

In conducting cost comparisons of facilities, recipients should send the same detailed requirements to all potential facilities, and refrain from making commitments to any particular facility until the comparison is complete (and written approvals have been obtained).

- Location.
  - ▶ Recipients should compare multiple locations.
    - Cooperative agreement and contract recipients must consider multiple locations (i.e., multiple cities). Where cooperative agreement and contract recipients consider only facilities in one city, they must include in their request for approval a written justification for that location.
    - Grant recipients *should* consider multiple locations, and should maintain written documentation justifying their decision to select the chosen location in the event of a future audit.
- Facility.
  - ▶ Recipients should compare three or more facilities in a location. Facilities in the comparison should have given a positive response/quote and be able to accommodate the event as detailed in the requirements.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

- *Federal facilities or no-cost facilities preferred.* Recipients must make every effort to use no-cost facilities, including available governmental facilities, to the extent practicable. (See links to two different listings of federal facilities at the end of this chapter under Resources.) Grantees may use non-federal facilities. Grantees are not required to consider or use federal facilities, but are encouraged to do so where feasible.
  - *Non-federal facilities.* If no federal facility is available, or the federal facility would be more costly or otherwise does not meet the requirements of the event, a cooperative agreement or contract recipient may use a non-federal facility. Grantees may use non-federal facilities. Grantees are not required to consider or use federal facilities, but are encouraged to do so where feasible.
  - *Primarily federal events.* If the conference attendees will be primarily federal employees (more than 50%, based on a reasonable estimate), recipients may be required to submit additional justification for a non-federal facility, and should contact their OJP/COPS Office point of contact for additional information.
- Appearance considerations.
    - ▶ Conference planners must exercise special care when considering holding a conference in any location that may give rise to appearance issues. Conference planners must ensure that the choice to hold a conference in such a location is made only when there is a determination that it is the most cost-effective option.

#### Conference Fees

Grant and cooperative agreement recipients may charge fees to cover part or all conference costs if prior approval from the awarding agency is obtained. Such fees are considered program income and are subject to the rules applicable to program income (see [Chapter 3.4 Program Income](#)).

#### Conference Planning Services and Staff Time

All cooperative agreement and contract recipients (but not grant recipients) must obtain prior written approval from OJP/COPS Office before incurring conference planning costs in accordance with the previously described approval process, except for such costs that are the reasonable minimal costs of identifying conference locations and developing the itemized cost estimates required to assemble and submit a conference cost approval request. This requirement applies whether the work is performed by the recipient's staff or subcontracted out.

- In-house versus subcontracted planning.
  - ▶ Recipients often provide conference planning services either through their own staff and resources, or through contracted external conference planners. Minimizing costs must be a critical consideration in this decision.
  - ▶ Recipients often are selected based on their ability to provide programmatic conference planning services (e.g., developing the conference agenda), but may also need to undertake logistical planning functions as well. In some cases, such logistical planning functions (e.g., negotiating hotel contracts, sending invitations, managing registration) may be performed at lower cost by a logistical planning service, which may be able to charge lower rates than the funding recipient for staff time, and may be more experienced in negotiating hotel and other necessary conference-related contracts.
  - ▶ Generally, a recipient should consider procuring logistical conference planning services when it does not have in-house expertise in such logistical planning, and when such services would result in lower overall costs to the Federal Government.
- Cost limits.
  - ▶ All conference planner costs must be reasonable for the scale of the conference. Cooperative agreement and contract recipients providing conference planning, either in-house, or through subcontracted planning services, must adhere to the following cost limits:

## III. Postaward Requirements

### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

- *Logistical conference planners* perform the logistical planning necessary to hold a conference, which may include: recommending venues, advertising, setting the stage and audio-visual equipment, securing hotel rooms, interacting with caterers, and other non-programmatic functions. The cost of *logistical* conference planners may not exceed \$50 per attendee, not to exceed \$8,750. For example, if the number of attendees at a 2-day conference is 100, the maximum cost allowed for a logistical planner is \$5,000 (\$50 x 100 attendees). Logistical planning costs anticipated to exceed this amount require additional justification and approval prior to incurring the costs.
- *Programmatic conference planners* develop the conference agenda, content, and written materials. They may also identify and/or provide appropriate subject matter experts and conference participants. The cost of programmatic conference planners may not exceed \$200 per attendee, not to exceed \$35,000. For example, if the number of attendees at a 2-day conference is 100, the maximum cost allowed for a logistical planner is \$20,000 (\$200 x 100 attendees). Programmatic planning costs anticipated to exceed this amount require additional justification and approval prior to incurring the costs.

#### Conference Cost Categories

The following cost categories relating to conferences and events are items included on the Conference & Events Submission Form.

#### Meeting Rooms and Audio-Visual

- Total cost limit, \$25 per day per attendee, not to exceed \$20,000.
  - ▶ The cost allowed for conference space and audio-visual equipment and services is limited to \$25 per day per attendee not to exceed a cumulative total cost of \$20,000. Total costs are defined as direct and indirect costs. Costs in excess of these established limits require additional justification and approval outside of OJP/COPS Office.

#### Printing

Every effort should be made to provide conference materials to participants electronically or via print-on-demand services/options. Printed materials should maximize paper usage (printing on both sides) and minimize higher cost options (color printing) where possible.

#### Meals and Refreshments

- Generally unallowable.
  - ▶ Meals and refreshments are generally not allowable costs for conferences funded under OJP/COPS Office awards, unless the recipient obtains written prior approval from OJP/COPS Office. This applies to all awards, including contracts, grants, and cooperative agreements. In general, DOJ may approve such costs only in cases where:
    - Sustenance is not otherwise available (e.g., extremely remote areas);
    - The size of the event and nearby food/beverage vendors would make it impractical to not provide meals and/or refreshments; or
    - A special presentation at a conference requires a plenary address where there is no other time for sustenance to be obtained.
  - ▶ Water provided at no cost to the OJP/COPS Office award is, of course, allowable without prior approval.
- Cost limits on meals.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

- ▶ If prior approval is obtained to provide food and/or beverages at an event, the DOJ and its grantees, cooperative agreement recipients, and contractors must all follow the limits in the [Food and Beverage Policy](#) on meals.

#### Meals and Incidental Expenses Reimbursement

- Deduction of meals from requests for Meals and Incidental Expenses reimbursement (M&IE).
  - ▶ All conference attendees must ensure that any provided meal is deducted from their claimed M&IE. For example, if lunch is provided, the recipient must deduct the value of the lunch from the amount of M&IE claimed (even if non-DOJ funds are used to provide the meal). The General Services Administration (GSA) M&IE breakdown can be found on the [GSA website](#).

#### Lodging

- Federal per diem rates preferred.
  - ▶ OJP/COPS Office is aware that some DOJ funding recipients may have received a DOJ memorandum entitled *Restrictions on Per Diem Rates for Attendance at Conferences*, dated April 27, 2012. At this time, the referenced memorandum only applies to DOJ (Federal) personnel; however funding recipients should anticipate that staying within Federal per diem rates is strongly preferred and OJP/COPS Office will not likely approve grantee requests for waivers to the Federal per diem rate, or cooperative agreement recipient's organizational per diem rate (whichever is applicable).
  - ▶ See [Chapter 3.9 Allowable Costs](#) for more guidance on travel costs.

#### Transportation

Include all costs, including baggage fees, related to common carrier transportation to and from the conference location paid with OJP/COPS Office funds.

#### Local Transportation

Include rental car, mileage to-and-from the airport or the conference (if local), and taxi charges.

#### [Logistical Conference Planner](#)

- The total cost limit is \$50 per attendee or \$8,750, whichever is lower.
- Cooperative agreement recipients should include all staff time related to logistical planning in this category and should be able to track these costs separately in their accounting records. All contracted, subcontracted, or subawarded logistical planning costs should also be included in this category. Total costs are defined as direct and indirect costs. Costs in excess of the established limits require additional justification and approval outside of OJP/COPS Office.

#### [Programmatic Conference Planner](#)

- The total cost limit is \$200 per attendee or \$35,000, whichever is lower.
- Cooperative agreement recipients should include all staff time related to programmatic planning in this category and should be able to track these costs separately in their accounting records. All contracted, subcontracted or subawarded programmatic planning costs should be also be included in this category. Total costs are defined as direct and indirect costs. Costs in excess of the established limits require additional justification and approval outside of OJP/COPS Office.

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

#### Conference Facilitator/Trainer/Instructor/Presenter

Include all trainer and speaker fees. If the fee exceeds the [maximum consultant rate](#), please include a copy of the consultant rate approval with the Conference & Events Submission Form on one of the available extra tabs. Also include a copy of the agenda (a draft version is acceptable) in one of the available tabs with the prior approval submission.

#### Other

All “Other” costs must be itemized on the Conference & Events Submission Form. Detailed descriptions and justification of the Other cost line items must be provided in the additional tabs.

#### Indirect Rate Costs

Indirect costs associated with the direct costs necessary to plan and hold a conference must be included in all conference cost reporting. The submission form contains a column allowing for the allocation of indirect rate cost to each category.

Cooperative agreement recipients should pay particular attention to the two areas listed below to ensure that the application of indirect cost rate is in compliance with the existing requirements of the Government-wide grant rules set out by the Office of Management and Budget (OMB):

***\$25,000 Subcontract/Subaward Limitation.*** Indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first \$25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all conference-related subcontracts and subawards. For purposes of this chapter, a subcontract or subaward is any agreement under which the awardee outsources work, goods, or services related to the conference, including those with hotels and travel agents. See [2 C.F.R. § 200, Appendix III.C.2 \(Indirect costs - IHE\)](#); [2 C.F.R. § 200, Appendix IV.B.2 c \(Indirect costs - non-profits\)](#); or [2 C.F.R. § 200, Appendix VII.C.2.c \(Indirect costs - State and Local\)](#).

***Participant Support Costs.*** Participant support costs are generally excluded from the distribution base. Therefore, indirect costs may not be applied against participant support costs. Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects. See [2 C.F.R. § 200.75](#). This exclusion applies to the *entirety* of any subcontracts for the lodging and travel of conference participants or trainees (but not employees).

Costs related to contractors of the recipient who are acting in the capacity of a “Conference Trainer/Instructor/Presenter/Facilitator” are considered participant support costs.

#### Gifts/Trinkets/Memorabilia/Commemorative Items

Trinkets (items such as hats, mugs, portfolios, t-shirts, coins, gift bags, etc., regardless of whether they include the conference name or OJP/COPS Office logo) must not be purchased with DOJ funds as giveaways for conferences. Basic supplies that are necessary for use during the conference (e.g., folders, name tags) may be purchased.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

#### Post Event Reporting

All conference costs for events held by cooperative agreement recipients or contractors costing more than \$20,000, or where more than 50% of attendees are DOJ employees, must be reported within 45 calendar days after the last day of the event.

*Cooperative agreement recipients and contractors* must submit the completed [Conference & Events Submission Form](#) showing the prior approval amounts compared to the actual costs and explain all variances greater than 10% and \$1,000. Completed reports for OJP recipients should be emailed to [OJPConferenceCostReporting@ojp.usdoj.gov](mailto:OJPConferenceCostReporting@ojp.usdoj.gov), and completed reports for the COPS Office should be emailed to [COPS.Conferencecosts@usdoj.gov](mailto:COPS.Conferencecosts@usdoj.gov).

If the pre-approved costs were exceeded by more than 10% and \$1,000, the contractor or cooperative agreement recipient should submit a detailed explanation with their post event Conference & Events Submission Form to support the additional costs.

The following situations and costs require additional explanation and will be considered unauthorized until OJP/COPS Office has reviewed the additional documentation:

- If the prior approval cost category contains no cost, but the post event report contains costs in that category.
- If the prior approval audio-visual/meeting room, logistical, and programmatic planner costs are less than the thresholds, but actual costs exceed the thresholds.
- If the prior approval total cost is less than \$100,000, but the actual costs exceed \$100,000.
- If the prior approval total cost is less than \$500,000, but the actual costs exceed \$500,000.

*Grant recipients* are not required to file post event reports, but should maintain documentation for purposes of monitoring and audit.

#### Deadlines

All conference costs must be reported no later than 45 calendar days after the end of any event that meets the following criteria:

- Total cost of the event exceeds \$20,000, or
- More than 50% of attendees are DOJ employees.

The conference report should include the purpose of the conference, number of participants in attendance, a detailed breakout of all cost categories, etc. Other costs must be detailed on the form. If extra lines are needed, please list in one of the additional spreadsheet tabs.

When a prior approval amount exceeds \$20,000, OJP/COPS Office expects a post event report. If the actual costs are less than \$20,000, please either file the report with the actual costs or notify the program manager or OJP/COPS Office point of contact that a report is not required. Note: After the prior approval portion of the submission form has been approved, a copy of the submission form which contains the OJP/COPS Office event identifier will be returned to the submitter. It is important to use this form for the post event report.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

#### Delinquent Submissions and Non-Reporters

The Conference & Events Submission Form must be emailed to either [OJPConferenceCostReporting@ojp.usdoj.gov](mailto:OJPConferenceCostReporting@ojp.usdoj.gov) or [COPS.Conferencecosts@usdoj.gov](mailto:COPS.Conferencecosts@usdoj.gov) within 45 calendar days after the last day of the event. If the Conference & Events Form is not submitted by the due date, the report is considered to be delinquent and, for cooperative agreement recipients, drawing down funds through the Grant Payment Request System (GPRS) may not be permitted. An automatic email notification will be sent if this occurs. For non-reporters, a hold may be placed on the remaining funds associated with the award and any future payment requests will be denied. For contractors, remedies for non-compliance are outlined in the contract.

#### Reporting Exemption

If any item(s) are paid for with registration fees or other non-award funds, then that portion of expenses does not need to be reported on the Conference & Events Submission Form. Contractors may not charge registration fees.

#### Determining Costs

When determining the total cost of a DOJ-funded conference, all costs incurred by the recipient under the award must be included (see specific categories below).

- *Actual.* Post event reports must contain actual costs.
- *Fees/program income.* Post event conference reporting should exclude costs covered by other non-DOJ funding (e.g., non-DOJ co-sponsors) or program income.
- *Logistical and programmatic planner costs.* These costs should include cooperative agreement staff time spent on these activities and any contracted planner costs.
- *Attendee costs.* For post event reporting purposes, a cooperative agreement recipient or contractor must report all costs of attendance supported by the contract or award, or by DOJ-funded conference scholarships where that recipient administers the scholarships. (When determining overall conference costs, OJP/COPS Office may supplement the recipient's data with available data on attendance costs related to DOJ employees, and non-DOJ attendees whose attendance is supported by scholarships administered by an entity other than that primarily responsible for planning and/or hosting the conference.)
- *Indirect costs.* Recipients are required to include indirect costs when determining how much was spent in each conference cost category. For example, where a recipient has a 10% indirect cost rate, the reported cost of each conference item against which this indirect cost rate is charged should be augmented by 10% to take into account the rate charged.

#### Public Reporting

- All post event reports for conferences costing more than \$100,000 in Federal funding will be posted publicly on the DOJ website.
- If the pre-event Conference & Events Submission Form was approved for less than \$100,000, the actual costs reported on the post event report cannot exceed \$100,000 without additional review and approval. This requirement is also applicable to events pre-approved for less than \$500,000.
- Conferences costing more than \$500,000 in DOJ funds are prohibited unless a waiver is granted by the Deputy Attorney General.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

#### FAQs

##### Prior Approval

1. [Approximately how long should it take to adequately complete the Conference & Events Submission form?](#)
2. [Which types of events DO NOT require prior approval?](#)
3. [Where should staff time working on the conference, which is not related to planning, be captured?](#)
4. [If a cooperative agreement recipient/contractor is able to obtain a no-cost site for the event, are we still required to look into other facilities and provide justification for not selecting the other facilities?](#)
5. [Is there a timeframe after OJP/COPS Office accepts a conference request that a recipient/contractor can expect notification of approval?](#)
6. [Once an event is approved, how do we handle any increases and/or decreases in the amount of attendees originally proposed on the cost analysis spreadsheet submitted to DOJ for approval?](#)
7. [Does the \\$25 per person per day limit for meeting rooms and audio-visual costs also include service fees and taxes?](#)
8. [What if there are multiple meetings occurring within the larger event offered to all the attendees? Is the \\$25 per day per attendee limit applicable to each meeting? Example: A general session meeting contains all attendees and later breakout sessions are offered to the groups. Can each breakout/meeting have its own \\$25 per person per day limit?](#)
9. [Can we accept complimentary food and beverage?](#)
10. [Are the thresholds \(\\$8,750 for logistical planner, \\$35,000 for programmatic planner, and \\$20,000 for conference space and audio-visual equipment\) a cumulative cost for the entire event or a per day cost?](#)
11. [To whom should I submit event requests?](#)
12. [How far in advance do I have to submit an event for review and approval?](#)
13. [What are the most common mistakes made on the forms, so that I can avoid them in the future and increase the likelihood of a quick review and approval decision for my event?](#)
14. [Should I continue to exclude all food and beverage costs in my event submissions?](#)
15. [Can you summarize what I can do to prevent follow-up questions about my submitted event\(s\) that delay the review and approval process?](#)
16. [What events qualify for the expedited review process?](#)

##### Reporting

17. [Where can I find the most updated version of the conference reporting form to use for my submissions?](#)
18. [If I have a question about conference reporting, to whom should I send it?](#)
19. [Are we expected to have our staff track their time hour for hour for time spent on the event for planning, etc., or are reasonable estimates adequate for cost reporting purposes?](#)
20. [With conference cost reports now being due 30 days after the event, how should we handle costs for invoices that have not been received yet? Many invoices \(such as hotels\) are not received within 30 days of the end of the event. Should estimates be included on the cost report?](#)
21. [On the DOJ Conference & Events Submission Form, Item #19 Reporting Period under A. General Conference Information — is this the period in which the actual cost of the event is being reported or should this be based on the end date of the event?](#)

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

#### Prior Approval

**Question 1: Approximately how long should it take to adequately complete the Conference & Events Submission form?**

**Answer:** The amount of time required to adequately complete the Conference & Events Submission Form will vary depending on the complexity of the proposed event. A small event (in terms of number of attendees, total cost, etc.) may only require an hour or two to complete the form because the event is basic/routine and data are not required in all of the available categories. On the other hand, a large event (in terms of number of attendees, multiple sessions occurring at the same time, etc.) may require several hours and/or days depending on the amount of required data (categories) and level of justification needed to support the event. Regardless of the size of any event, the supporting justification should be sufficient to support the agency's mission for conducting the event.

**Question 2: Which types of events DO NOT require prior approval?**

**Answer:** Currently there are six types of events which DO NOT require prior approval:

1. Conferences held by grant recipients (Note: conferences held by cooperative agreement recipients do require prior approval).
2. Law enforcement operational activities, including staging, surveillance, investigation, intelligence, and undercover activities.
3. Routine operational meetings (e.g., staff meetings, all-hands meetings), if held in a federal facility. In addition, meetings that are held by cooperative agreement recipients in a non-federal facility that does not charge for its use, and where there are no costs to DOJ for logistical conference planning or Government-provided food or beverages; in this instance, the answer to all the questions on the [Prior Approval Not Required Checklist](#) must be "No." Site visits are considered routine operational meetings regardless of location so long as there are no costs to DOJ for meeting rooms, logistical conference planning, or food and beverages.
4. Testing activities where the primary purpose of the event is to evaluate an applicant's qualifications to perform certain duties necessary to perform his or her job. This includes firearms and weaponry proficiency testing and certifications. A majority of the event must be devoted to the administration and taking of the test. Testing activities that are incidental to a training course or conference or are given upon its completion to determine satisfactory participation are not exempt from this policy.
5. Video conferences and webinars where there are no costs to DOJ for logistical conference planning and/or Government-provided food or beverages.
6. Technical assistance visits where travel made by an individual or a small group of project staff members to provide training or technical assistance to a particular entity; in this instance, the answer to all the questions on the [Prior Approval Not Required Checklist](#) must be "No."

**Question 3: Where should staff time working on the conference that is not related to planning be captured?**

**Answer:** Time spent working on a conference by staff or contractors can be classified as either Logistical planning time or Programmatic planning time. Programmatic planning includes time spent on activities such as developing the conference content and agenda, identifying and recruiting subject matter experts, and preparing written materials. Logistical planning includes time spent on tasks such as venue selection, ordering and setting up of audio-video equipment, securing hotel rooms, processing registrations, onsite support during the event, and other non-programmatic functions.

### III. Postaward Requirements

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#### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

**Question 4:** If a cooperative agreement recipient/contractor is able to obtain a no-cost site for the event, are we still required to look into other facilities and provide justification for not selecting the other facilities?

**Answer:** Yes. Cooperative Agreement recipients and contractors should compare three or more facilities in a location. Facilities in the comparison should have given a positive response/quote and be able to accommodate the event as detailed in the requirements. A desired hotel may offer an incentive of no overall facility cost (meeting room[s] and/or audio-visual), but may not be economical in other cost comparison items such as the availability of lodging at per diem rates, commuting/travel distance for attendees, etc. Also, the recipient/contractor should maintain written documentation justifying their decision to select the chosen location in the event of a future audit.

**Question 5:** Is there a timeframe after OJP/COPS Office accepts a conference request that a recipient/contractor can expect notification of approval?

**Answer:** Each conference request is unique in reference to how the event will accomplish OJP's/COPS Office's mission (meeting, conference, webinar, etc.). The key to any conference/event moving through the review process will depend on whether the package is complete. A complete package contains a detailed cost analysis and sufficient justification to support all categories within the package. Example: An event is submitted for approval which consists of the following categories: printing and distribution, M&IE, lodging, transportation, and trainer/facilitator costs. The package contains a detailed cost analysis of each cost category (e.g., one trainer at \$450 per day x 2 days = \$900) and adequate justification explaining the purpose of the event and the role of the trainer. This package can move through the review process in a few days and allow ample time for travelers to make reservations, if the package was submitted within the required timeframe. However, based on the example above, if the package was submitted and the trainer/facilitator's costs exceeded OJP's/COPS Office's threshold, and supporting justification was not included with the package, a delay may occur while this justification is being retrieved. To avoid delays in the approval process, all recipients/contractors should adhere to the timeframe requirements for the dollar amount of their proposed event.

**Question 6:** Once an event is approved, how do we handle any increases and/or decreases in the amount of attendees originally proposed on the cost analysis spreadsheet submitted to DOJ for approval?

**Answer:** After receiving notification of approval from DOJ/OJP/COPS Office, all subsequent changes prior to the start day of the event should be sent to either the OJP or COPS Office Conference Costs email address, as appropriate. **Example:** If an event was approved by OJP/COPS Office on 9/1/20XX for an event scheduled for 12/15/20XX, the recipient/contractor should notify OJP/COPS Office as soon as possible of any changes in attendees (preferably 30 days or more in advance). This scenario holds true for changes to start and end date, location, and any other cost-related category.

**Question 7:** Does the \$25 per person per day limit for meeting rooms and audio-visual costs also include service fees and taxes?

**Answer:** Yes. The cost allowed for conference space and audio-visual equipment and services (fees and taxes) is limited to \$25 per day per attendee not to exceed a cumulative total cost of \$20,000. Total costs are defined as direct and indirect costs.

### III. Postaward Requirements

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#### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

**Question 8:** What if there are multiple meetings occurring within the larger event offered to all the attendees? Is the \$25 per day per attendee limit applicable to each meeting? Example: A general session meeting contains all attendees and later breakout sessions are offered to the groups. Can each breakout/meeting have its own \$25 per person per day limit?

**Answer:** No. Despite the multiple meetings offered within the larger event, DOJ/OJP/COPS Office considers and approves this type of event as a single event.

**Question 9:** Can we accept complimentary food and beverage?

**Answer:** Yes. Complimentary food and beverages may be accepted if offered to everyone. **Example:** Hotel W offers a complimentary continental breakfast to all its overnight customers regardless of any status they may have with the hotel chain. This type of complimentary offer is considered a business strategy of the hotel to promote an increase in overnight stays. You are not required to reduce your M&IE by the value of the food and beverage if offered to all customers as noted in this example.

**Question 10:** Are the thresholds (\$8,750 for logistical planner, \$35,000 for programmatic planner, and \$20,000 for conference space and audio-visual equipment/services) a cumulative cost for the entire event or a per day cost?

**Answer:** The cost allowed for conference space and audio-visual equipment and services (fees and taxes) is limited to \$25 per day per attendee not to exceed a cumulative total cost of \$20,000. The cost allowed for a logistical planner is the lesser of \$50 per attendee or \$8,750 per event. The cost allowed for a programmatic planner is the lesser of \$200 per attendee or \$35,000 per event.

**Question 11:** To whom should I submit event requests?

**Answer:** For all BJA events, the forms should be sent to: [BJAConferenceReport@usdoj.gov](mailto:BJAConferenceReport@usdoj.gov). All other OJP event forms should be sent to: [OJPConferenceCosts@ojp.usdoj.gov](mailto:OJPConferenceCosts@ojp.usdoj.gov). For all COPS Office events, the form should be sent to: [COPSConferenceCosts@usdoj.gov](mailto:COPSConferenceCosts@usdoj.gov). Please do not send questions or other correspondence to these email addresses. These mailboxes should be used only for the submission of conference forms and supporting documentation (e.g., hotel contracts).

**Question 12:** How far in advance do I have to submit an event for review and approval?

**Answer:** Requests for conferences costing \$100,000 or less, and not exceeding any cost thresholds (conference space and audio-visual equipment and services, logistical conference planner, and programmatic conference planner) must be submitted to OJP/COPS Office 90 calendar days in advance of the earliest of the following:

- Start date of the conference;
- Deadline for signing conference-related contracts, or
- Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).

Requests for conferences costing *more than \$100,000, or exceeding any one cost threshold* (conference space and audio-visual equipment and services, logistical conference planner, or programmatic conference planner), must be submitted to OJP/COPS Office 120 calendar days in advance of the earliest of the following:

- Start date of the conference;

# III. Postaward Requirements

## 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

- Deadline for signing conference-related contracts, or
- Obligation of funds for conference costs (except for minimal costs required to assemble and submit the approval request).

*Approval Requests Submitted Less than the Required Number of Days in Advance (as noted above)*—OJP/COPS Office may, in its sole discretion, consider requests that are submitted late, but cannot assure that these requests will receive a decision in time to avoid having to cancel the conference (particularly if there are any issues that arise with specific items of cost in the request). Cancellation costs associated with conferences that are submitted for late prior approval may be determined to be unallowable costs by OJP/COPS Office.

**Question 13: What are the most common mistakes made on the forms, so that I can avoid them in the future and increase the likelihood of a quick review and approval decision for my event?**

**Answer:** Below are the most common mistakes found:

- *Inaccurate calculation of daily per diem.* Daily per diem rates for locations across the Nation can be found on the [GSA website](#). Please ensure the daily rate utilized in the calculations corresponds to the specific location and dates of the meeting. In addition, please remember that travel days are reimbursed at a slightly lower rate than meeting days. The lower rates must be used for days of travel both before and after the event. The following chart includes these lower rates:

Full Per Diem Rate	Corresponding Travel Day Rate (75%)
\$46.00	\$34.50
\$51.00	\$38.25
\$56.00	\$42.00
\$61.00	\$45.75
\$66.00	\$49.50
\$71.00	\$53.25

**EXCEPTION:** If your organization has its own formal, written travel policy, your event submissions can reflect that policy, instead of the rates in the chart above. In these instances, please state that you have a formal, written travel policy, and clearly explain the rates in the policy, and how the corresponding numbers in your submission were derived.

- *Insufficient explanation and justification of transportation costs.* Please remember to “break out” and briefly describe/justify the transportation costs that are included. Example: If participants are flying to your event and the tickets are being paid for with DOJ funding, you should include the anticipated number of people flying multiplied by the estimated cost per ticket. If cars will be rented you should include a brief justification for why rental cars are being used instead of another form of ground transportation, such as taxis or shuttles.
- *Insufficient explanation and justification of audio-visual costs.* All audio-visual costs should be “broken out” and briefly described. The quantity of equipment to be rented (e.g., number of microphones, projectors, etc.) should be included, along with relevant costs and a brief justification for why the proposed equipment is required to conduct a successful meeting. A discussion of how the audio-visual services provider was selected should be included (for example, did you obtain three quotes?).

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

- *Insufficient explanation and justification of printing costs.* Proposed printing costs for participant materials should also be itemized and briefly described. Specifically, it is important to articulate why printed materials are needed instead of making materials available electronically (at low or no cost) to attendees before and/or after the event.
- *Insufficient explanation and justification of shipping costs.* Please provide an itemization of these costs, along with a brief description of why the equipment and other materials being shipped are essential to hosting a successful conference.
- *Insufficient explanation and justification of consultant costs.* The maximum daily rate for subject matter experts who are being reimbursed for their time is [noted here](#). Please describe all consultant costs in detail and include a brief yet compelling justification for the proposed costs. Daily rates for subject matter experts above the maximum daily rate require prior approval by DOJ/OJP/COPS Office. In cases where higher rates are included in the event submission, written documentation of prior approval is required and should be attached.

#### **Question 14: Should I continue to exclude all food and beverage costs in my event submissions?**

**Answer:** Yes. The inclusion of food and beverage costs will delay the review process and these costs are not likely to be approved. The only exception is when the location of the conference does not allow attendees to obtain food or beverages on their own, or when this restriction would greatly disrupt the conference schedule. If you believe your event qualifies for such a rare exception, please contact your program manager to discuss it before completing and submitting your form. If meals are included in your event submission, please remember that attendees must subtract the meal costs from the M&IE reimbursement for the days on which the meals will occur.

#### **Question 15: Can you summarize what I can do to prevent follow-up questions about my submitted event(s) that delay the review and approval process?**

**Answer:** As a general rule, please explain how you derived every cost that you include in the conference submission form. The form can be challenging to complete and there are lines where it is not possible to add descriptive narrative. Please include your explanations and specific cost breakdowns in a separate tab, or in a separate document that is submitted with the form. In addition, please include the cooperative agreement or contract number on the form.

#### **Question 16: What events qualify for the expedited review process?**

**Answer:** There is no “expedited review process.” Every effort is made to review all events as quickly as possible. Most delays result from a need for additional information. Events are prioritized for review by balancing the following three criteria:

- The start date of the event;
- The date the event submission was received by OJP/COPS Office; AND
- The overall cost and complexity of the conference. For example, conferences requiring Assistant Attorney General for Administration approval (over \$100,000–\$250,000) and Deputy Attorney General typically take longer to process as they have to go through OJP/COPS Office and DOJ reviews, result in more questions, and are more likely to have issues related to cost thresholds.

## III. Postaward Requirements

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### 3.10 OJP/COPS OFFICE CONFERENCE APPROVAL, PLANNING, AND REPORTING

#### Reporting

**Question 17: Where can I find the most updated version of the conference reporting form to use for my submissions?**

**Answer:** The most updated version of the conference reporting form can be found under the [Resources](#) section at the end of this chapter.

**Question 18: If I have a question about conference reporting, to whom should I send it?**

**Answer:** Please send your questions to your designated Program Manager. They are great resources and will be happy to assist you. You may also direct your question to [Ask.OCFO@usdoj.gov](mailto:Ask.OCFO@usdoj.gov).

**Question 19: Are we expected to have our staff track their time hour for hour for time spent on the event for planning, etc., or are reasonable estimates adequate for cost reporting purposes?**

**Answer:** Post event reports must contain actual costs. These costs should include *logistical* and *programmatic planner* staff time spent on these activities and any *contracted planner* costs.

**Question 20: With conference cost reports now being due 30 days after the event, how should we handle costs for invoices that have not been received yet? Many invoices (such as hotels) are not received within 30 days of the end of the event. Should estimates be included on the cost report?**

**Answer:** All conference costs for events held by cooperative agreement recipients or contractors costing over \$20,000, or where more than 50% of attendees are DOJ employees, must be reported within 45 *calendar days after the last day of the event*.

**Question 21: On the DOJ Conference & Events Submission Form, Item #19 Reporting Period under A. General Conference Information — is this the period in which the actual cost of the event is being reported or should this be based on the end date of the event?**

**Answer:** This reporting requirement is based on the end date of the event. All conference costs for events held by cooperative agreement recipients or contractors costing over \$20,000, or where more than 50% of attendees are DOJ employees, must be reported within 45 calendar days after the last day of the event. **Example:** An OJP/COPS Office-approved conference/event was conducted from 3/16/20XX through 3/20/20XX. A completed Conference & Events Submission Form must be submitted showing the prior approval amounts compared to the actual costs and explain all variances greater than 10% and \$1,000. Reports should be emailed to the appropriate conference cost email address.

#### Resources

- [Conference & Events Submission Instructions](#)
- [Conference & Events Submission Form](#)
- [Federal Facilities List 1](#)
- [Federal Facilities List 2](#)
- [Quick Reference Guide to Conference Cost Policy and Guidance](#)
- [Food and Beverage Policy](#)

## III. Postaward Requirements

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### 3.11 INDIRECT COSTS

#### Introduction

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries.

#### ► OJP/COPS SPECIFIC TIP

Transferring funds into or out of the indirect cost category is not allowable without prior approval from the awarding agency. A budget modification is required.

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#### Federal Indirect Cost Rate—Negotiated Agreements

If a Federal awarding agency has approved an indirect cost rate or allocation plan, then another awarding agency must accept the same indirect cost rate or allocation plan, provided the rate or plan is current and based on allocation methods substantially in accord with those set forth in the OMB Uniform Guidance for grant requirements. There are limited circumstances where a Federal agency may deviate from negotiated rates as discussed in [2 C.F.R. § 200.414 \(Indirect \(F&A\) costs\)](#).

A non-Federal entity that has a federally negotiated indirect cost rate, which has expired during the funding period cannot drawdown funds budgeted for indirect costs until a new rate is approved and a copy is submitted to the awarding agency.

Any non-Federal entity that has a federally negotiated indirect cost rate may request a one-time extension of a current negotiated rate for a period of up to four years. This extension request is subject to approval from the cognizant agency for indirect costs. If the extension is granted then the non-Federal entity may not request a rate review until the extension period ends. At the end of the extension period, the non-Federal entity must re-apply to negotiate a new indirect cost rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

#### ► OJP SPECIFIC TIP

A request for a one-time extension of a current negotiated rate may be approved for a period of one year.

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#### Establishment of Indirect Cost Rates

The requirements for the development and submission of indirect cost proposals and cost allocation plans are set out in Appendices III – VII of 2 C.F.R. § 200. A non-federal entity should follow the guidelines applicable to its type of organization:

- [2 C.F.R. § 200, Appendix III for Institutions of Higher Education;](#)
- [2 C.F.R. § 200, Appendix IV for Non-Profit Organizations;](#)
- [2 C.F.R. § 200, Appendix V for State/Local Government Central Service Cost Allocation Plans;](#)

## III. Postaward Requirements

### 3.11 INDIRECT COSTS

- [2 C.F.R. § 200, Appendix VI for Public Assistance Cost Allocation Plans](#);
- [2 C.F.R. § 200, Appendix VII for State/Local/Tribal Indirect Cost Proposals](#).

If a recipient determines that OJP is their cognizant agency for indirect cost negotiation, refer to [Indirect Costs resource document \[PDF – 32Kb\]](#) for instructions on how to prepare an indirect cost proposal for submission to OJP. If it is determined that OVW is the cognizant agency for indirect costs, instructions on how to prepare and submit an indirect cost proposal may be found at <https://www.justice.gov/ovw/grantees>.

#### FINANCIAL MANAGEMENT TIP

**There is an exception:** Units of local government are not required to submit an indirect rate cost proposal. However, the indirect cost proposal must be prepared and retained on file for review. See 2 C.F.R. Part 200, Appendix VII.D.

#### OJP SPECIFIC TIP

Generally, if an indirect cost proposal is not submitted within 90 days after the award date, indirect costs may not be recovered for the period prior to submission of the proposal.

- To support the indirect cost proposal, recipients are responsible for ensuring that independent organizational audits are conducted in accordance with existing Federal auditing and reporting standards set forth in the applicable audit requirements. A copy of the audit report must be submitted to the cognizant Federal agency to support the indirect cost proposal.
- As part of requesting an indirect cost rate, a signed certification stating that the plan only includes allowable costs must be submitted with the proposal.
- Additional guidance for completing an indirect cost proposal as an award recipient, as well as examples of how certain information should be provided, is available through the U.S. Department of Health and Human Services (HHS) Program Support Center website.

After negotiations, the cognizant Federal agency will establish either a provisional, final, or fixed-with-carry-forward indirect cost rate.

### Indirect Cost Distribution Bases

Regardless of the allocation method used by the organization, the following “direct cost” bases may be used as a distribution base:

- **Modified Total Direct Cost, or MTDC.** This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships,

## III. Postaward Requirements

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### 3.11 INDIRECT COSTS

participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency.

- **Direct Salaries and Wages.** This base includes only the costs of direct salaries and wages incurred by the organization.
- **Direct Salaries and Wages plus Fringe Benefits.** This base includes the costs of direct salary and wages and the direct fringe benefits incurred by the organization.

#### Cost Allocation Plans—Central Support Services

- State agencies and local units of government may not charge to an award the cost of central support services supplied by the State or local units of government, except pursuant to a cost allocation plan approved by [HHS](#).
- The rate to be applied may be on a [fixed rate with carry forward provision](#).

#### Lobbying Costs and the Indirect Cost Pool

When a non-Federal entity seeks reimbursement for indirect costs, total [lobbying](#) costs must be separately identified in the indirect cost rate proposal and thereafter treated as other unallowable activity costs in accordance with the procedures in [2 C.F.R. § 200.413 \(Direct Costs\)](#).

Requirements for recipient organizations:

- Unallowable costs associated with the indirect cost pool (e.g., lobbying) must be added to the direct cost base.
- Non-Federal entities must submit, as part of their annual indirect cost rate proposal, a certification that they are in compliance with all the requirements and standards under [2 C.F.R. § 200.450 \(Lobbying\)](#).

Exemption from some record-keeping requirements:

- Recipient organizations will not be required to create time logs, calendars, or similar records for purposes of complying with this section during any particular calendar month when:
  - ▶ The employee engages in lobbying and 25 percent or less of the employee's compensated hours of employment during that calendar month constitutes lobbying; and
  - ▶ Within the preceding 5-year period, the non-Federal entity has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs.
- When the first two conditions listed above are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained.
- Also when the first two conditions are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

## III. Postaward Requirements

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### 3.11 INDIRECT COSTS

#### No Approved Plan

Recipients that have never had an approved Federal indirect cost rate may either negotiate an indirect cost rate with their cognizant Federal agency or elect to charge a de minimis rate of 10% of modified total direct costs.

If the recipient decides to negotiate an indirect cost rate with a DOJ component or has a rate pending with another Federal agency, a special condition will be added to the award prohibiting the obligation, expenditure, or drawdown of funds reimbursement for indirect costs until an indirect cost rate has been approved by the [cognizant Federal agency](#), and a Grant Adjustment Notice (GAN) has been issued, or for COPS Office, the appropriate notification has been made retiring the special condition.

Non-federal entities that have never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 paragraph (d)(1)(B), may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. When using this method, cost must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. Also, if this method is chosen then it must be used consistently for all Federal awards until such time as an indirect cost rate is negotiated (which may be done at any time). See [2 C.F.R. § 200.414\(f\)](#).

- **There is an exception:** Units of local government which the Office of Management and Budget (OMB) has not assigned a cognizant Federal agency are not required to submit an indirect cost proposal, unless the awarding agency requires a copy of the proposal. Please see the appropriate Appendix section in 2 C.F.R. § 200 as listed above.

#### Approval of Indirect Cost Rates for Subrecipients

Direct recipients of Federal funding are responsible for approving indirect cost rates for their subrecipients. Such rates must be consistent with the requirements of 2 C.F.R. § 200. The Federal awarding agency will not approve indirect cost rates beyond the direct recipient level; however, subrecipients who are also direct recipients of Federal awards may already have a Federally approved indirect cost rate. If a subrecipient has negotiated an indirect cost rate with the Federal government, then that rate applies.

## III. Postaward Requirements

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### 3.12 OJP'S CONFIDENTIAL FUNDS

#### Introduction

The provisions outlined in this chapter apply to all awarding agency professional personnel, recipients, and subrecipients involved in the administration of grants containing confidential funds. Confidential funds are those monies allocated to:

- **Purchase of Services (P/S).** This category includes travel or transportation of a non-Federal officer or an informant; the lease of an apartment, business front, luxury-type automobile, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money, flash rolls, etc.) for undercover purposes, within reasonable limits.
- **Purchase of Evidence (P/E).** This category is for purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of a crime or to establish the identity of a participant in a crime.
- **Purchase of Specific Information (P/I).** This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

#### FINANCIAL MANAGEMENT TIP

Confidential funds should only be allocated when 1) the merit of a program/ investigation warrants the expenditure of these funds, and 2) the recipient is unable to obtain these funds from other sources.

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Confidential funds are subject to prior approval.

- Approval for confidential fund expenditures will be provided if it is found that the requested expenditures are reasonable and necessary elements of project operations.
- The approving agency must also ensure that the controls over disbursement of confidential funds are adequate to safeguard against the misuse of such funds.

#### Approval Authorities

The approval authority for the allocation of confidential funds is the awarding agency. (This includes Regional Information Sharing Systems (RISS) Program projects).

The approval authority for subrecipients is the original recipient agency.

#### Confidential Funds Certification

For all projects involved with confidential funds from either Federal or matching funds, DOJ requires signed certification that the Project Director has read, understands, and agrees to abide by the conditions described below. The signed certification must be submitted at the time of grant application. A sample Confidential Funds Certification form for use is included here.

Download sample [Confidential Funds Certification form \[PDF - 116 Kb\]](#).

## III. Postaward Requirements

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### 3.12 OJP'S CONFIDENTIAL FUNDS

#### ACTION ITEM

Each Project Director involved with confidential funds from either Federal or matching funds must provide signed certification to show that he or she has read, understands, and agrees to abide by conditions for confidential funds.

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#### Written Procedures

Each Project Director and Regional Information Sharing Systems ([RISS](#)) member agency authorized to disburse confidential funds must develop and follow internal procedures which incorporate the elements listed below. If the Project Director and/or RISS member agency deviates from these elements, they must receive prior approval of the awarding agency.

- The funds authorized will be established in an [imprest fund](#) which is controlled by a bonded cashier.
- The supervisor of the unit to which the imprest fund is assigned must authorize all advances of funds for the purchase of information. In the authorization the supervisor must specify the information to be received, the amount of expenditures, and the assumed name of the informant.
- Informant files are confidential files of the true names, assumed names, and signatures of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee(s) should also be maintained. In the RISS Program, the informant files are to be maintained at the member agencies only. Project headquarters may maintain case files.
- The agent or officer authorized to make a confidential payment will provide the cashier with a receipt for cash advanced for such purposes. The informant payee must provide the agent or officer a receipt for cash paid to them. A sample [informant payee receipt \[PDF - 153 Kb\]](#) is provided as an example.

An informant payee receipt must identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed, **no alteration is allowed**. As shown in the sample above, the agent must prepare an informant payee receipt containing all of the following information:

- The jurisdiction initiating the payment
- A description of the information/evidence received
- The amount of payment in both numerical and word format (e.g., one hundred dollars [\$100.00])
- The date on which the payment was made
- The signature of the informant payee
- The signature of the case agent or officer making payment
- The signature of at least one other officer witnessing the payment
- The signature of the first-line supervisor authorizing and certifying the payment

The signed receipt from the informant payee with a memorandum detailing the information received must be forwarded to the agent or officer in charge.

- The agent or officer in charge must compare the signatures.

## III. Postaward Requirements

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### 3.12 OJP'S CONFIDENTIAL FUNDS

- He/she must also evaluate the information received in relation to the expense incurred and enter his/her evaluation remarks in the report of the agent or officer who made the expenditure from the imprest fund.
- The certification will be witnessed by the agent or officer in charge on the basis of the report and informant payee's receipt.

Each Project Director must prepare a reconciliation report on the imprest fund on a quarterly basis.

- The reconciliation report must include the assumed name of each informant given and to what extent each informant contributed to the investigation.
- The recipient should retain the reconciliation report in its files and have it available for review.
- Subrecipients should retain the reconciliation report in their files and have it available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

Each Project Director and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (including the review and approval/disapproval), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures.

- Refer to the documentation in the Informant Files section of this chapter for a list of documents which should be included in the informant files.
- In projects where award funds are used for confidential expenditures, please note that all of the above records are subject to the record retention and audit requirements of the awarding agency and program legislation.
- However, only under extraordinary and rare circumstances would such access include a review of the true name of confidential informants.
- When access to the true name of confidential informants is necessary, appropriate steps to protect this sensitive information must and will be taken by the organization, the awarding agency, and the auditing agency.
- Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by both the OJP Program Office Head and the OJP Chief Financial Officer.

#### ACTION ITEM

If the project director and RISS member agency authorized to disburse confidential funds deviate from these written procedures, they must receive prior approval of the awarding agency.

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### Informant Files

A separate file should be securely established for each informant for accounting purposes.

- Informant files should be kept in a separate and secure storage facility and under the exclusive control of the Project Director, manager, or an employee designated by him/her.
- The facility should be locked at all times when unattended.
- Access to these files should be limited to those employees who have a necessary and legitimate need.

## III. Postaward Requirements

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### 3.12 OJP'S CONFIDENTIAL FUNDS

- An informant file should not leave its immediate area within the storage facility, except for review by a management official or the handling agent, and should be returned prior to the close of business on the day of its review.
- Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

Each file should include the following documentation:

- Informant Payment Record easily accessible on top of the file. This record provides a summary of informant payments.
- Informant Establishment Record, including complete identifying and locating data, plus any other documents connected with the informant's establishment.
- Current photograph and fingerprint card (or Federal Bureau of Investigation [FBI]/State criminal identification number).
- Agreement with cooperating individual.
- Receipt for [P/I](#).
- Copies of all debriefing reports (except for the headquarters case file).
- Copies of case initiation reports showing the use of an informant (except for the headquarters case file).
- Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- Any deactivation report or declaration of an unsatisfactory informant.

### Regional Information Sharing Systems (RISS) Program

[RISS](#) is a national federally funded program of regionally oriented services designed to enhance the ability of local, State, Federal, and tribal criminal justice agencies to:

- Identify, target, and remove criminal conspiracies and activities spanning multijurisdictional, multistate, and sometimes international boundaries.
- Facilitate rapid exchange and sharing of information among the agencies pertaining to known suspected criminals or criminal activity.
- Enhance coordination and communication among agencies that are in pursuit of criminal conspiracies determined to be interjurisdictional in nature.

### RISS Processing Procedures

The agency must provide a statement agreeing to establish control, accounting, and reporting procedures consistent with the procedures outlined in this chapter. The project policy board establishes the maximum level the Project Director may authorize in disbursements to member agencies.

- The Project Director, or his/her designee, may authorize payment of funds to member agencies and their officers for [P/I](#) and evidence up to this maximum level.
- The Project Director must refer all requests for amounts in excess of the maximum level to the project policy board for review and approval.

## III. Postaward Requirements

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### 3.12 OJP'S CONFIDENTIAL FUNDS

- Any member agency requesting funds from the project will do so in writing. The request must contain the amount needed, the purpose of the funds, and a statement that the funds requested are to be used to further the project's objectives.

The Project Director, or his/her designee when appropriate, will approve or disapprove the request in writing.

- If approved, the request will be forwarded to the project cashier, who will record the request and transmit the monies, along with a receipt form, to the member agency.
- Upon receipt of the monies, the member agency will immediately sign and return the receipt form to the cashier.

Each Project Director must record and maintain on file the assumed name and signature of all informants to whom member agencies make payments from project funds for all transactions involving P/I.

- The original signed informant payee receipt, with a summary of the information received, will be forwarded to the Project Director by the member agency.
- The Project Director will then verify the receipt by comparing the signature of the informant payee on the receipt with the signature maintained by the project in a secure and confidential file.
- If discrepancies exist, the Project Director, or his/her designee, will take immediate steps to notify the member agency and find out the reason(s) for the discrepancies.
- The member agency must forward written justification to deal with discrepancies identified by the Project Director. If the justification is sufficient, it will be attached to the informant payee receipt.

### Informant Management and Utilization

Anyone used as an informant should be identified as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

- Assign an informant code name to protect the informant's identity.
- Create an informant code book controlled by the Project Director or their designee containing:
  - ▶ Informant's code name;
  - ▶ Type of informant (i.e., informant, defendant/informant, restricted-use informant);
  - ▶ Informant's true name;
  - ▶ Name of establishing law enforcement officer;
  - ▶ Date the establishment of the informant is approved; and
  - ▶ Date of deactivation.
- Establish each informant's files in accordance with the documentation listing under the [Informant Files section of this chapter](#).
- Search all available criminal records for informants.
  - ▶ If a verified FBI number is available, request a copy of the criminal records from the FBI.
  - ▶ Where a verified FBI number is not available, fingerprint the informant and send a copy to the FBI and appropriate State authorities for analysis.
  - ▶ The informant may be used on a temporary basis while awaiting a response from the FBI.

## III. Postaward Requirements

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### 3.12 OJP'S CONFIDENTIAL FUNDS

- Review all active-status informant files on a quarterly basis to assure they contain all relevant and current information.
  - ▶ Where a substantive fact that was earlier reported on the Establishment Record is no longer correct (e.g., a change in criminal status or in means of locating the informant), a supplemental establishing report should be submitted with the correct entry.

#### Payment to Informants

Anyone who receives payments charged against [P/E](#) or P/I funds should be established as an informant.

- This includes anyone who may otherwise be categorized as a source of information or an informant under the control of another agency.
- The amount of payment should match the value of services and/or information provided and should be based on the following factors:
  - ▶ The level of the targeted individual, organization, or operation.
  - ▶ The amount of the actual or potential seizure.
  - ▶ The significance of the contribution made by the informant to the desired objectives.
- Payments to informants may be made under various circumstances:
  - ▶ When an informant assists in developing an investigation, either through supplying information or actively participating in it, they may be paid for their service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be on a minimum basis.
  - ▶ When an informant needs protection, law enforcement agencies (LEAs) may absorb the expenses of relocation. These expenses may include travel for the informant and their immediate family, movement and/or storage of household goods, and living expenses at the new location for a specific period of time (not to exceed 6 months). Payments for these expenses may be either lump-sum or as they occur and should not exceed the amounts authorized by law enforcement employees for these activities.
  - ▶ To use or pay another agency's informant, the person should be identified as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
- Documentation of payments to informants is critical and must be noted on a receipt for P/I.
  - ▶ Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first-line supervisory level.
  - ▶ In unusual circumstances, a non-officer employee or an officer of another LEA may serve as a witness.
  - ▶ In all instances, the original signed receipt must be submitted to the Project Director for review and recordkeeping.

#### ACTION ITEM

Stress with staff the importance of maintaining complete records for informants, including documentation of payments.

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## III. Postaward Requirements

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### 3.12 OJP'S CONFIDENTIAL FUNDS

#### Accounting and Control Procedures

Special accounting and control procedures should direct the use and handling of confidential expenditures. We describe these procedures below:

- It is important that expenditures identified as P/E, P/I, and [P/S](#) expenses are in fact allocated and charged to the proper category. This is the only way that these funds may be properly managed at all levels and accurate projections of future needs be made.
- Each law enforcement entity should apportion its P/E, P/I, or P/S allowance throughout its jurisdiction and delegate authority to approve P/E, P/I, and P/S expenditures to those offices as necessary.
- Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any one investigation.
- In exercising their authority to approve these expenditures, the supervisor should consider:
  - ▶ The significance of the investigation;
  - ▶ The need for this expenditure to further that investigation; and
  - ▶ Anticipated expenditures in other investigations.
- Funds for P/E, P/I, and P/S expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. The funds should not be used for another purpose (including another category) without first returning them and repeating the authorization and advance process based on the new purpose.
- Funds for P/E, P/I, or P/S expenditures should be advanced to the officer on a suitable receipt form. A receipt for P/I or a voucher for P/E should be completed to document funds used in P/E or funds paid or advanced to an informant.
- For security purposes, there should be a 48-hour limit on the amount of time for which funds advanced for P/E, P/I, or P/S expenditure may be held outstanding.
  - ▶ If it becomes apparent at any point within the 48-hour period that the funds will not be used, then the funds should be returned to the advancing cashier as soon as possible. An extension to the 48-hour limit may be granted by the level of management that approved the advance.
  - ▶ Factors to consider in granting an extension are the amount of funds involved, safeguarding of funds, length of extension required, and importance of the expenditure.
  - ▶ Extensions are generally limited to no more than an additional 48 hours. Recipients should consult with the program office prior to determining the final course of action. Beyond this time period, the funds should be returned and re-advanced, if necessary.
  - ▶ Regardless of circumstances, within 48 hours of the advance, the fund cashier should be presented with either the unexpended funds, an executed receipt for P/I or P/E, or written notification by management that an extension has been granted.
- P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by cancelled tickets, receipts, lease agreements, and any other relevant documentation. If supporting documents are unavailable, the Project Director or his or her immediate subordinate must certify that the expenditures were necessary and justify why supporting materials were not obtained.

#### ACTION ITEM

For security purposes, establish a limit of 48 hours on the amount of time for which funds advanced for P/E, P/I, or P/S expenditure may be held outstanding.

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## III. Postaward Requirements

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### 3.13 UNALLOWABLE COSTS

#### Introduction

Federal awards generally provide recipients and/or subrecipients with the funds necessary to cover costs associated with the award program. There are other costs, however, categorized as [unallowable costs](#), that will not be reimbursed. Non-Federal entities must not use award or match funding for unallowable costs. Also within the category of unallowable costs are any costs considered inappropriate by the awarding agency. See [2 C.F.R. § 200.31 \(Disallowed Costs\)](#).

Standard unallowable costs are identified in [2 C.F.R. § 200, Subpart E - Cost Principles](#). (For-profit entities and hospitals follow different cost principles – see FAR 31.2, and 2 C.F.R. Part 200b Appendix. IX, respectively). Specific items of unallowable costs that may be of particular relevance for DOJ-funded programs are highlighted below.

#### Unallowable Cost Categories

##### Land Acquisition

No Federal funds that are awarded for renting, leasing, or construction of buildings or other physical facilities shall be used for land acquisition. See [2 C.F.R. § 200.439 \(b\)\(1\)](#).

##### Compensation of Federal Employees

This category of unallowable costs includes salary payments, consulting fees, or other compensation to full-time Federal employees.

##### Travel of Department of Justice (DOJ) Employees

Award funds may not be spent on transportation, lodging, subsistence, and related travel expenses of awarding agency employees.

- DOJ does consider to be allowable the travel expenses of other Federal employees, such as those persons serving on advisory committees or other program or project duties or assistance, if travel expenses have been:
  - ▶ Approved by the Federal employee's department or agency; and
  - ▶ Included as an identifiable item in the funds budgeted for the project or subsequently approved by the awarding agency.

##### Bonuses or Commissions

Recipients and subrecipients cannot pay any bonus or commission to any individual or organization to obtain approval of an application for award assistance.

Bonuses to officers or board members of for-profit or nonprofit organizations that are determined to be a profit, distribution of earnings, or fees are unallowable. See [2 C.F.R. § 200.430\(g\)](#).

Some programs do not allow reimbursement for bonuses to employees.

## III. Postaward Requirements

### 3.13 UNALLOWABLE COSTS

#### ACTION ITEM

Be sure to check the award document and, if applicable, financial clearance memorandum, to determine which salaries, fringe benefits, and other personnel costs are allowable under the specific award.

#### Lobbying

Recipients and subrecipients must comply with the provisions in [2 C.F.R. § 200.450 \(Lobbying\)](#), as appropriate. Also, see [Chapter 2.1](#) of this *Guide* for more specifics about restrictions on lobbying.

- The lobbying cost prohibition applies to all award recipients.
- Award funds cannot be used for the following purposes:
  - ▶ Attempting to influence the outcome of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
  - ▶ Establishing, administering, contributing to, or paying for the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcome of elections;
  - ▶ Attempting to influence (a) the introduction of Federal or State legislation; or (b) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), (c) the enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign, or (d) with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
  - ▶ Engaging in or supporting the development of publicity or propaganda designed to support or defeat legislation pending before legislative bodies;
  - ▶ Paying, directly or indirectly, for any personal service, advertisement, telephone, letter, printed or written matter, or other device, intended or designed to influence a member of Congress or of a State legislature to favor or oppose, by vote or otherwise, any legislation or appropriation by either Congress or a State legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation;
  - ▶ Engaging in legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried out in support of or in knowing preparation for an effort to engage in unallowable lobbying;
  - ▶ Paying a publicity expert for purposes unallowable under the anti-lobbying rules; or
  - ▶ Attempting to improperly influence, either directly or indirectly, an employee or officer of the executive branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter.

## III. Postaward Requirements

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### 3.13 UNALLOWABLE COSTS

- The [Anti-Lobbying Act, 18 U.S.C. § 1913](#), contains significant restrictions on the use of appropriated funding for lobbying.
  - ▶ These anti-lobbying restrictions are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity.
  - ▶ These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by [31 U.S.C. § 1352](#).
- All grantees must understand that no federally appropriated funding made available under the grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval of DOJ.
- Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB guidance.
- Any question(s) relating to the lobbying restrictions should be submitted in writing to the awarding agency's ethics official (typically in the awarding agency's Office of the General Counsel) through the DOJ program manager.

#### ▶ OVW SPECIFIC TIP

OVW has some programs with purpose areas that expressly authorize “developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking.” Grantees with questions on specific authorized activities should contact their grant manager.

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#### Fundraising

The costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions may not be charged as direct or indirect costs against awards. However, certain fundraising costs for the purposes of meeting the Federal program objectives may be allowable with prior approval of the DOJ awarding agency. See [2 C.F.R. § 200.442](#) for more details.

- The portion of a person's salary that covers time spent engaged in unallowable fundraising, and any indirect costs associated with those salaries, may not be charged to the award.
- An organization may accept donations (e.g., goods, space, services) towards fundraising, as long as the value of the donations is not charged as a direct or indirect cost to the award.
- Nothing in this section should be read to prohibit a recipient from engaging in fundraising activities, as long as such activities are not financed by Federal or matching funds.

#### Corporate Formation

The cost for corporate formation (startup costs) may not be charged as either direct or indirect costs against the award except with prior approval from the awarding agency.

## III. Postaward Requirements

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### 3.13 UNALLOWABLE COSTS

#### ▶ OVW SPECIFIC TIP

OVW's Grants to Tribal Domestic Violence and Sexual Assault Coalitions may allow for corporate formation costs to be charged directly to the award.

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#### State and Local Sales Taxes

Taxes that a governmental unit is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect Federal programs or changes in tax policies that disproportionately affect Federal programs.

- This provision becomes effective for taxes paid during the governmental unit's first fiscal year that begins on or after January 1, 1998, and applies thereafter.
- This provision does not restrict the authority of Federal agencies to identify taxes where Federal participation is inappropriate.
- Taxes from which exemptions are available to the organization directly or which are available to the organization based on an exemption afforded the Federal government when the DOJ awarding agency makes available the exemption certificates are unallowable.
- Where the identification of the amount of unallowable taxes would require an inordinate amount of effort, the cognizant Federal agency for indirect costs may accept a reasonable approximation thereof.

#### Other Unallowable Costs

Other categories of unallowable costs include:

- Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable. Certain exceptions may apply when such costs have a programmatic purpose and have been approved by the awarding agency;
- Fines and penalties (except when incurred as a result of compliance with specific provisions of an award or contract, or with written approval from the awarding agency);
- Home office workspace and related utilities;
- Honoraria is unallowable when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for the recipient of the honorarium. A payment for services rendered, such as a speaker's fee under an award is allowable;
- Passport charges;
- Tips;
- Bar charges/alcoholic beverages, and
- Membership fees to organizations whose primary activity is lobbying.

#### Costs Incurred Outside the Project Period

Any costs that are incurred either before the start of the project period or after the expiration of the project period are not allowable, unless written approval covering pre-agreement costs is granted by the awarding agency.

## III. Postaward Requirements

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### 3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

#### Introduction

A subaward is an award made by a pass-through entity to a subrecipient for the purpose of carrying out a portion of the work funded by the pass-through entity's Federal award. The pass-through entity may use any form of legal agreement for making a subaward, including an agreement that the pass-through entity considers a contract. A subaward is not a contract by which the non-federal entity (i.e., the recipient or a subrecipient) enters into an agreement with an entity to purchase property or services needed to carry out the project or program under a Federal award see [2 C.F.R. § 200.22 \(Contract\)](#).

In keeping with [2 C.F.R. § 200.330 \(Subrecipient and Contractor Determinations\)](#), the following circumstances support classification of a non-federal entity as a subrecipient of the pass-through entity:

- The non-federal entity determines who is eligible to receive what Federal assistance;
- The non-federal entity's performance is measured in relation to whether objectives of the Federal program were met;
- The non-federal entity has responsibility for programmatic decision making;
- The non-federal entity has responsibility for adhering to applicable program requirements under the Federal award; and
- The non-federal entity uses the Federal funds to carry out a program for a public purpose specified in the authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

In contrast, a contract for the purpose of obtaining goods and services for the pass-through entity's own use creates a procurement relationship with the contractor. Circumstances supporting this type of relationship include:

- The non-federal entity provides the goods and services within normal business operations;
- The non-federal entity provides similar goods or services to many different purchasers;
- The non-federal entity normally operates in a competitive environment;
- The non-federal entity provides goods or services that are ancillary to the operation of the Federal program; and
- The non-federal entity is not subject to the compliance requirements of the Federal program as a result of the agreement.

#### FINANCIAL MANAGEMENT TIP

In determining whether an agreement between a pass-through entity and non-federal entity creates a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement.

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All of the characteristics listed above may not be present in all cases, so the pass-through entity must use judgment when categorizing each agreement as a subaward or a procurement contract.

The contract or other written agreement must not affect the recipient's overall responsibility and accountability to the Federal Government as the award recipient for the duration of the project. The recipient of the award is responsible for monitoring the subrecipient and ascertaining that all fiscal and programmatic responsibilities are fulfilled.

## III. Postaward Requirements

### 3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

#### Subrecipient Monitoring

The purpose of subrecipient monitoring is to ensure that the subaward is being used for the authorized purpose, in compliance with the federal program and grant requirements, laws, and regulations, and the subaward performance goals are achieved. All pass-through entities are required to monitor their subrecipients. The requirements for subrecipient monitoring can be found in [31 U.S.C. § 7502](#) and in [Title 2 C.F.R. § 200](#) (including, but not limited to, the sections on “Subrecipient Monitoring and Management” contained in Subpart D and audit requirements applicable to subrecipients contained in Subpart F).

Additional requirements can be found in the program legislation and the terms and conditions of the award.

#### FINANCIAL MANAGEMENT TIP

To effectively monitor subrecipients, ensure that Federal award information and compliance requirements are identified to the subrecipient at the time of the award and that subrecipient activities are monitored throughout the grant period.

As part of the organization’s subrecipient monitoring process, it is important to develop systems, policies, and procedures to ensure that subrecipient reviews are conducted in accordance with Federal program and grant requirements, laws, and regulations.

Additionally, organizations should develop, implement, and perform procedures to ensure that the subrecipient obtains the required audits, and that audit findings identified in subrecipient audit reports are timely and effectively resolved and corrected.

#### Subrecipient Agreements

When a pass-through entity makes an award to a subrecipient, the Federal award information and applicable compliance requirements, including applicable special conditions, must be clearly identified in the subrecipient award agreement. Pass-through entities must ensure subaward documents include the following information at the time of the subaward. If any of these data elements change during the period of performance, the changes must be included in subsequent subaward modifications. The subaward must include the following information:

- Federal Award Identification;
- Subrecipient Name (which must match the name associated with its unique entity identifier);
- Subrecipient’s DUNS number;
- Federal Award Identification Number (FAIN);
- Federal Award Date;
- Subaward Period of Performance Start and End Date;
- Amount of Federal Funds Obligated in this action/agreement;
- Total Amount of Federal Funds Obligated to the Subrecipient;
- Total amount of the Federal Award;
- Federal Award Project Description;

## III. Postaward Requirements

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### 3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

- Name of the Federal Awarding Agency, Pass-through entity, and contact information for the awarding official;
- Catalog of Federal Domestic Assistance (CFDA) number and name;
- Identification of whether the award is Research and Development (R&D);
- Indirect cost rate for the Federal award;
- All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with federal statutes, regulations and the terms and conditions of the Federal award;
- Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the DOJ grant-making component including identification of required financial and/or performance reports;
- Indirect cost rate to be used by the subrecipient (either a federally-approved rate, a rate negotiated between the pass-through entity and the subrecipient, or the de minimis indirect cost rate);
- A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. § 200; and
- Appropriate terms and conditions concerning closeout of the subaward.

Additional elements to consider including in the agreement are listed in this chapter in the [Best Practices](#) section.

#### Subrecipient Monitoring Procedures

The pass-through entity must have established written policies on subrecipient monitoring, as described in [2 C.F.R. § 200.331](#). The pass-through entity is required to monitor the subrecipient's use of Federal funds during the program period. The pass-through entity should evaluate the subrecipient's risk of non-compliance with Federal statutes, regulations and terms and conditions of the subaward for purposes of determining the appropriate monitoring. The methods of monitoring may vary; some of the factors to be considered in determining the nature, timing, and extent of monitoring are as follows:

- Subrecipient's prior experience with the same or similar subawards;
- Results of previous audits;
- Whether the subrecipient has new personnel or a new or substantially changed system;
- The extent and results of Federal awarding agency monitoring.

Subrecipients may be evaluated as higher risk or lower risk to determine the need for closer monitoring. Generally, new subrecipients require closer monitoring. For existing subrecipients, closer monitoring may be warranted based on results noted during monitoring and subrecipient audits, (e.g., the subrecipient has a history of non-compliance as either a recipient or subrecipient, new personnel, or new or substantially changed systems).

- Programs with complex compliance requirements have a higher risk of non-compliance;
- The larger the percentage of program awards passed through, the greater the need for subrecipient monitoring;
- Larger dollar awards are of greater risk.

Some of the mechanisms that may be used to monitor subrecipient activities throughout the year include regular communication with subrecipients, and appropriate inquiries concerning program activities; performing subrecipient site visits to examine financial and programmatic records and observe operations; and reviewing detailed financial and program data and information submitted by the subrecipient.

## III. Postaward Requirements

### 3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

However, when no site visit is conducted, the pass-through entity should be familiar with the subrecipient's financial operations and procedures, as well as their maintenance of current financial data such as timesheets, invoices, contracts, and ledgers that tie back to financial reports.

Subrecipient monitoring by the pass-through entity must include:

- Reviewing financial and performance reports submitted by the subrecipient;
- Following-up and ensuring the subrecipient takes action to address deficiencies found through audits, onsite reviews, and other means, and
- Issuing a management decision for audit findings pertaining to the award (see below, and [2 C.F.R. § 200.521 \(c\)](#)).

The purpose of these monitoring activities is to provide reasonable assurance that the subrecipient has administered the pass-through funding in compliance with the laws, regulations, and the provisions of the award and that the required performance goals are being achieved.

#### ACTION ITEM

Recipients must have written subrecipient monitoring policies and procedures.

#### Subrecipient Audits

The pass-through entity needs to develop procedures to ensure that subrecipients expending \$750,000 or more in Federal awards during the subrecipient's fiscal year submit the required completed audit within 9 months after their year-end or one month after the issuance of their audit. Upon receipt of the subrecipient audit, the pass-through entity needs to:

- Evaluate the impact of subrecipient activities on the recipient organization's ability to comply with applicable Federal regulations,
- Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report, and
- Ensure that the subrecipient takes timely and appropriate corrective action on all audit findings.

In cases of continued inability or unwillingness of a subrecipient to have the required audits conducted, the pass-through entity shall take appropriate action using sanctions. It is important to have policies and procedures in place to properly exercise the fiduciary responsibility in executing the award requirements should a subrecipient not comply with requirements, laws, and regulations.

As prescribed in [2 C.F.R. § 200 Subpart F](#), subrecipients are not required to submit a copy of the reporting package when there are "no audit findings," i.e., when the schedule of findings and questioned costs does not disclose audit findings relating to the Federal award requirements that was provided in the agreement with the subrecipient, and the summary schedule of prior audit findings does not report the status of audit findings relating to Federal awards.

## III. Postaward Requirements

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### 3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

#### **i FINANCIAL MANAGEMENT TIP**

The information in the Federal Audit Clearinghouse (FAC) database may be used as evidence to verify that the required audit was performed and the subrecipient had “no audit findings.” This verification is in lieu of reviewing submissions from the subrecipient when there are no audit findings. The FAC database is available [online](#).

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#### **Best Practices**

Listed below are best practices that pass-through entities may consider in developing policies and procedures around subrecipient monitoring.

#### **Subrecipient Pre-Award and Monitoring Procedures**

- Develop a request for applications (proposals) that clearly defines the work to be accomplished in furtherance of the Federal award purpose(s).
- Require subrecipients to include in their applications a time-phased milestone plan of action based on clearly-stated accomplishments defined in the proposal.
- Integrate budget line items into the performance plan.
- Require performance/progress reports and supporting documentation with monthly invoices. Performance reports should discuss:
  - ▶ Milestones achieved/to be achieved;
  - ▶ Any significant problem, issues, or concerns;
  - ▶ Timely accomplishments and delays, and
  - ▶ Actual cost incurred compared to each budget line item with variances explained.

#### **Remedies for Subrecipient Noncompliance**

If a subrecipient fails to comply with Federal statutes, regulations, or the terms and conditions of a Federal award, the pass-through entity may impose additional conditions. However, if it is determined that noncompliance cannot be remedied by imposing additional conditions, the pass-through entity may take one or more of the following actions:

- Withholding of disbursements or further awards;
- Disallowance of cost;
- Suspension/termination of award;
- Suspension/Debarment;
- Civil lawsuit, or
- Criminal prosecution.

# III. Postaward Requirements

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## 3.14 SUBRECIPIENT MANAGEMENT AND MONITORING

### FINANCIAL MANAGEMENT TIP

To proactively monitor subrecipients:

- Read award/contract documents carefully.
  - Ask for explanation and clarity; don't assume.
  - Document transactions, agency guidance, performance evaluations, etc., in writing.
  - Keep documentation on hand.
  - Document, document, document! If it isn't documented, it doesn't exist!
-

## III. Postaward Requirements

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### 3.15 REPORTING REQUIREMENTS

#### Introduction

The Department of Justice (DOJ) requires award recipients to submit both financial and program reports. These reports describe the status of the funds or the project, compare actual accomplishments to objectives, and provide other pertinent information. The specific requirements, reporting periods, and submission deadlines are identified below. The award documents may also include information regarding reporting requirements specific to the particular award.

#### ACTION ITEM

Be sure to read ALL the special conditions in the award carefully!

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#### SF-425 Federal Financial Reports

The SF-425 Federal Financial Report (FFR) should show the actual funds that have been spent (expenditures) and any bills that will be paid (unliquidated obligations incurred) at the recipient/subrecipient level, both for the reporting period and cumulatively, for each award. A copy of the SF-425 FFR is available in [Appendix II](#).

Recipients will report the summary information on expenditures, unliquidated obligations incurred, the money from the recipient organization (match), program income, and indirect costs for each quarter of the project. Also the SF-425 should indicate whether the recipient's accounting system operates on a cash- or [accrual-basis](#) of accounting.

For OJP and OVW recipients:

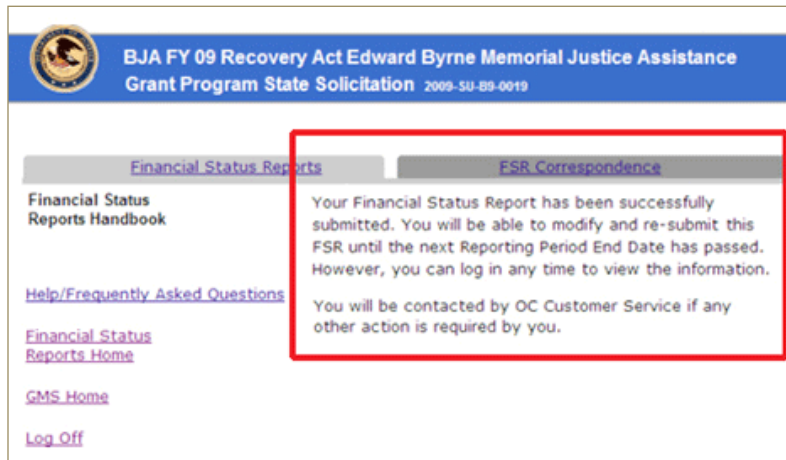
- The SF-425 must be submitted online through the Grants Management System (GMS) Financial Status Reports Module. This module will allow authorized users to view current and past SF-425s and file or amend the SF-425 for the current quarter. The form presented in Appendix II is a slightly different version than the version in GMS.
- The GMS screens were designed by OJP to allow recipients to complete the report more quickly by including the previously reported amounts where possible.
- Once the submit button has been selected for the FFR, a system message, such as the sample provided in Figure 1, will appear on the screen indicating that the report has been successfully submitted. Please note that the system message may look different from the sample message in Figure 1 depending on the type of award.

COPS Office recipients are encouraged to submit the quarterly SF-425 through Agency Portal via the COPS Office website at <https://cops.usdoj.gov>.

# III. Postaward Requirements

## 3.15 REPORTING REQUIREMENTS

Figure 1



The quarterly SF-425 must be submitted online no later than 30 days after the last day of each quarter. If the FFR is not submitted by the due date, the GMS will automatically consider it to be delinquent and draw down of funds through the Grants Payment Request System (GPRS) will not be permitted. An automatic email notification will be sent if this occurs.

For COPS Office recipients:

- The report is due no later than 30 days after the last day of each quarter. If the SF-425 is not submitted by the due date, recipients will not be permitted to draw down funds through the GPRS system.
- Recipients are highly encouraged to submit their SF-425 online. Visit the COPS Office website at <https://cops.usdoj.gov> and select the “Account Access” link in the upper right corner to login, complete, and submit reports online. Attachments will not be accepted.
- In cases of an emergency, recipients can submit a completed and signed copy of the SF-425 via fax at 202-616-4428 or mail it to the following address:

U.S. Department of Justice  
Office of Community Oriented Policing Services  
Federal Financial Reports (SF-425) Records Center 10.E.1004  
145 N. Street N.E.  
Washington, DC 20530

### ▶ COPS OFFICE SPECIFIC TIP

For additional instruction on completing the SF-425 form go to <https://cops.usdoj.gov/Default.asp?Item=100> or call the COPS Office Response Center at: 800-421-6770.

## III. Postaward Requirements

### 3.15 REPORTING REQUIREMENTS

SF-425 Federal Financial Reports—Due Quarterly		
Reporting Period	Due By Date	Delinquent After
October 1-December 31	January 30	January 30
January 1-March 31	April 30	April 30
April 1-June 30	July 30	July 30
July 1-September 30	October 30	October 30

#### FINANCIAL MANAGEMENT TIP

If the Federal Financial Report (SF-425) or progress report is delinquent, an **automatic hold will be placed on the remaining funds associated with the award** and any payments requested through the [GPRS](#) will be denied. In addition, any new awards or adjustments to current awards may be restricted until all reports are current.

The final FFR is due within 90 days after the end date of the award period, but may be submitted as soon as all outstanding expenditures have been completed.

#### Important Reminders

- Report actual funds spent, NOT the draw down amounts from the Federal Government.
- Report all allowable costs incurred, both at the recipient and subrecipient level.
- Report the cumulative matching expenditures.
- Report program income as the cumulative amount, NOT the quarterly amount.
- Report correct indirect cost rate and/or base supplied by the cognizant Federal agency.
- Report correct indirect cost rate type (provisional, final, or fixed).

For recipients that elect to charge the “de minimis” rate of 10% of modified total direct costs, report the details of indirect cost including period, rate, base, and amount charged in Section 12 (Remarks).

#### OJP/OVW COMPONENT SPECIFIC TIP

For information concerning online filing of SF-425 reports, go to [the OJP Training And Technical Assistance GMS User Guide; GMS Financial Status Reports Module \(SF-425\) for Recipients \[PDF - 2.98 MB\]](#) or OJP recipients should contact the OCFO Customer Service Center by phone at 1-800-458-0786 (option 2) or by email at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov). OVW recipients should contact the OVW Grants Financial Management Division at 1-888-514-8556 or [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov).

## III. Postaward Requirements

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### 3.15 REPORTING REQUIREMENTS

#### Progress/Program Reports

Progress/program reports provide information relevant to the performance and activities of a plan, program, or project. Progress reports are submitted by recipients annually or semi-annually, depending on the award type. Semi-annual progress reports must be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. Unless otherwise indicated, the final report is due within 90 days after the end date of the award. Reporting requirements are specified in the grant solicitation and in the special conditions specified in the award. OJP and OVW Progress Reports must be submitted via GMS. Questions concerning progress reporting should be directed to the Program Manager for the award.

COPS Office recipients are encouraged to submit progress/program reports online at <https://cops.usdoj.gov>.

#### ► OJP/OVW COMPONENT SPECIFIC TIP

Technical questions concerning GMS should be addressed to the GMS Helpdesk at 1-888-549-9901 for OJP awards, and 1-866-655-4482 for OVW awards. Programmatic questions should be directed to the program office grant manager identified in the award documents.

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#### ► OJP SPECIFIC TIP

FFRs and progress reports are not applicable to awards under the State Criminal Alien Assistance Program, Southwest Border Prosecution Initiative, Northern Border Prosecution Initiative, and Bulletproof Vest Partnership Program.

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#### Special Reports

In the review and approval process for plans and applications, it is sometimes necessary for the awarding agency to require that special or unique conditions be met in order to make an award. These special conditions will vary from award to award; however, acceptance of the award constitutes an agreement that the conditions will be met either prior to the project or during the course of the award period.

#### Government Performance and Results Act (GPRA), Modernization Act (GPRAMA)

Award recipients must agree to collect data appropriate for facilitating reporting requirements established by the Government Performance and Results Act Modernization Act.

- Ensure that valid and auditable source documentation is available to support all data collected for each performance measure required by the program including those specified in the program solicitation or award.

## III. Postaward Requirements

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### 3.15 REPORTING REQUIREMENTS

#### Reports Required under the Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (referred to as FFATA or The Transparency Act) requires the Office of Management and Budget to maintain a single, searchable website that provides the public with information about how tax dollars are spent and gives them the ability to hold the Federal Government accountable for each spending decision. That site is <http://www.usaspending.gov/Pages/Default.aspx>.

Pass-through entities that award \$25,000 or more to subrecipients are required to submit data in the [FFATA Subaward Reporting System](#). Per [2 C.F.R. Volume 1, §170 \(Reporting Subaward and Executive Compensation Information\)](#), prime grant recipients awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime awardee is required to file a FFATA subaward report through the FFATA Subaward Reporting System (FSRS), located at <https://www.fsrs.gov>, by the end of the month following the month in which the direct recipient awards any subgrant greater than or equal to \$25,000. Pass-through entities should also review and carefully consider [2 C.F.R. § 200.330 \(Subrecipient and Contractor Determinations\)](#), as it includes guidance in making an appropriate determination that is relevant not only with regard to subrecipient reporting under FFATA, but also is key to the proper financial and programmatic administration and management of federal award funds.

The reporting requirements for Federal award recipients of both formula and discretionary grants awarded on or after October 1, 2010 are:

- All subaward information must be reported by the Federal recipient.
- If the initial subaward is at least \$25,000, the award recipient must report the subawards and the names and annual compensation of the subawardee's five highest paid executives.
- If the initial award is below \$25,000 but subsequent award modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements as of the date the award reaches \$25,000.
- If the initial award is equal to or greater than \$25,000 but de-obligation of funding causes the total award amount to fall below \$25,000, recipients will continue to be subject to the reporting requirements.

The reporting requirements do NOT apply to the following:

- Awards to individuals
- Recipients that had a gross income of \$300,000 or less in their previous tax year
- Classified information

#### ACTION ITEM

Reporting requirements for DOJ awards may change from year to year. Please read the award documents carefully.

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## III. Postaward Requirements

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### 3.16 RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

#### Retention of Records

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final expenditure report (Federal Financial Report/SF-425). For more information, see [2 C.F.R. § 200.333](#).

- Retention is required for purposes of Federal examination and audit.
- Records may be retained in an electronic format.

#### Coverage

The retention requirement includes, if applicable, books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records.

- Source documents may include copies of all awards, applications, and required recipient financial and narrative reports.
- Personnel and payroll records must include the time and attendance reports for all full-time and/or part-time individuals reimbursed under the award.
- Time and effort reports are also required for consultants.

#### Exception to the 3-Year Retention Period

The 3-year retention period starts from the date of submission of the final expenditure report. The following are exceptions to the standard record retention period:

- If any litigation, claim, audit, or other action involving the records has started before the expiration of the 3-year period, the records must be retained until all issues involving the records have been resolved and final action taken.
- When notified by the DOJ grant-making component, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for 3 years after the final disposition.
- When records are transferred to or maintained by the DOJ grant-making component or pass-through entity, the 3 year retention period requirement is not applicable to the non-Federal entity.
- When required for program income earned after the period of performance, the retention period starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- Indirect cost proposals submitted for negotiation must be retained for 3 years from the date of submission.
- Indirect cost proposals not required to be submitted for negotiation must be maintained for 3 years from the end of the fiscal year covered by the proposal.

## III. Postaward Requirements

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### 3.16 RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

#### Maintenance of Records

Maintain and separately identify all records for each Federal fiscal period so that information desired may be readily located.

- Protect the records adequately against fire or other damage.
- Store the records away from the recipient's principal office; however, a list of the documents must be available if needed.
- Whenever practicable, information should be collected, transmitted and stored in open and machine readable formats rather than in closed formats or on paper.

#### Access to Records

The DOJ grant-making component, the DOJ Office of the Inspector General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts.

- The right of access is not limited to the required retention period; it will last as long as the records are retained.
- However, only under extraordinary and rare circumstances would such access include review of information that would personally identify confidential informants or victims of crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the information that could personally identify victims of a crime is determined to be necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the DOJ grant-making component.
- Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the Head of the DOJ grant-making component.

#### ► OVW SPECIFIC TIP

- Unless required by statute, OVW will not place restrictions on recipients that limit public access to records of recipients that are pertinent to an award, except when OVW can demonstrate that such records must be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (FOIA) if the records had belonged to OVW.
- In addition, under [42 U.S.C. §13925 \(b\)\(2\)](#), OVW grantees and subgrantees may not disclose identifying information about victims served with VAWA funds without a written, informed, time-limited release from the victim. Such a release may not be a condition of receiving services. Grantees and subgrantees can also release information if compelled by a statutory or court mandate. In that case, they are required to make reasonable attempts to provide notice to affected victims and take steps to protect the privacy and safety of the persons affected by the release of information. Grantees and subgrantees are required to document their compliance with this provision.

## III. Postaward Requirements

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### 3.17 REMEDIES FOR NONCOMPLIANCE

#### Introduction

If the Department of Justice (DOJ) grant-making component or pass-through entity finds that the award recipient or subrecipient has failed to comply with Federal statutes, regulations, or the terms and conditions of an award, additional conditions may be imposed as described in [2 C.F.R. § 200.207](#). However, if it is determined that noncompliance cannot be remedied by imposing additional conditions, the DOJ grant-making or pass-through entity may take one or more of the following actions under [2 C.F.R. § 200.338](#):

- Temporarily withhold cash payments pending correction of the deficiency or more severe action by the grant-making component or pass-through entity;
- Disallow all or part of the cost of activities or actions not in compliance;
- Wholly or partly suspend or terminate the Federal award;
- Initiate suspension or debarment proceedings as authorized under 2 C.F.R. § 180 and DOJ's implementing regulations at [2 C.F.R. § 2867](#) (or in the case of a pass-through entity, recommend such a proceeding be initiated by the grant-making component);
- Designate the award recipient as a high-risk recipient under the DOJ high-risk policy;
- Withhold future awards for the project or program; or
- Take other remedies that may be legally available.

#### Termination

A Federal award may be terminated in whole or in part as follows:

- By the DOJ awarding agency or pass-through entity for failure to comply with the terms and conditions of an award;
- By the DOJ awarding agency or pass-through entity for cause;
- By the DOJ awarding agency or pass-through entity with consent of the recipient, in which case the two parties must agree upon termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- By the recipient upon sending the DOJ awarding agency or pass-through entity written notification including the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if the DOJ awarding agency determines that partial termination of the award will not accomplish the purposes for which the award was made, then DOJ may terminate the award in its entirety.

The awarding agency or pass-through entity will provide the recipient or subrecipient with notice of termination. If the award is terminated for failure to comply with the statutes, regulations, or terms and conditions of the award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.

When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in [2 C.F.R. § 200.343 \(Closeout\)](#) and [2 C.F.R. § 200.344 \(Post-closeout adjustments and continuing responsibilities\)](#).

## III. Postaward Requirements

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### 3.17 REMEDIES FOR NONCOMPLIANCE

#### Hearings and Appeals

Upon taking a remedy for noncompliance, the DOJ awarding agency will provide the recipient with an opportunity to object and provide information and documentation challenging the suspension or termination action ([2 C.F.R. § 200.341](#)). Refer to Office of Justice Programs (OJP) Appeal and Hearing Procedures for appeal rights in event of termination ([Title 28 C.F.R. § 18](#)).

#### Effects of Suspension and Termination

Costs incurred during a suspension or after termination of a Federal award or subaward are not allowable unless the DOJ awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination, or subsequently. However, costs during suspension or after termination are allowable if:

- The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it; and
- The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

## III. Postaward Requirements

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### 3.18 CLOSEOUT

#### Introduction

Closeout means the process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in [2. C.F.R. § 200.343 \(Closeout\)](#). The following chapter provides guidance on closeout procedures applicable to Department of Justice (DOJ) awards.

#### First Step

For OJP and OVW awards, the recipient will initiate the closeout process once programmatic and financial requirements have been met by using the Closeout Module in the Grants Management System (GMS). All award recipients have 180 calendar days after the project period end date to close out the award.

- If the award recipient does not submit all required reports within 90 calendar days of project period end date, OJP/OVW will begin the closeout process. This is referred to as an administrative closeout.

For COPS Office awards, the recipient will initiate the closeout process once programmatic and financial requirements have been met by using the Closeout Module in the Enterprise Content Management (ECM) System. All award recipients must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award.

COPS Office recipients will be sent a final progress report from the COPS Office. This report will serve as the recipient's final programmatic report on the award and the information provided will be used to make the final assessment of the award process. As with the quarterly progress reports, this final report must be submitted via the Agency Portal on the COPS Office website at <https://cops.usdoj.gov>.

- Awards that do not meet closeout requirements (i.e., program requirements not met, open compliance issues, etc.) will be removed from the closeout process and placed in a closeout hold status.

#### FINANCIAL MANAGEMENT TIP

Recipients should start the closeout process as soon as the program is completed and all Federal and matching funds have been spent.

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#### Closeout of Awards

##### Cash Reconciliation and Final Draw Down

Award recipients must conduct a financial reconciliation of their accounting records to the final Federal Financial Report (FFR/SF-425) at closeout. Recipient must:

- Report any required match on the final FFR.
- Liquidate obligations incurred prior to the project period end date no more than 90 days after the project period end date.
- Request final reimbursement (draw down) of Federal expenditures made within the approved project period in conjunction with the final SF-425. This request must be submitted prior to the end of the liquidation period (90 days after the end date of the project). Failure to request final payment by this date will cause delays and result in additional administrative paperwork.

## III. Postaward Requirements

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### 3.18 CLOSEOUT

#### Recipient Closeout Requirements

Within 90 days of the end date of the award (or any approved extension), the recipient must submit the following to the awarding agency:

- Final Federal Financial Report (FFR) (submitted on SF-425)
  - ▶ This FINAL report of expenditures must have no unliquidated obligations.
  - ▶ Any unobligated or unexpended funds will be de-obligated from the award amount. Make sure that all of the funds have been obligated prior to the award end date.
  - ▶ Match requirements must be met by the end of the award period and included in the report.
  - ▶ Recipients who have drawn down funds in excess of their Federal expenditures must return unused funds to the awarding agency when they submit the final report.
  - ▶ Be sure to reconcile the final FFR against the internal accounting records. All entries in the accounting system must be supported by adequate source documentation (for example, original invoices and contracts).
  - ▶ Report all allowable costs incurred, both at the recipient and subrecipient level.
- Final progress report must be prepared in accordance with instructions provided by the awarding agency's program office.
- Special condition(s) must have been met and removed via Grant Adjustment Notice.
- Inventions that were conceived or first introduced to practice during the course of work under the award project must be listed on an invention report before closeout.
- Real or personal property reports must be submitted in accordance with the terms of the award.

#### ACTION ITEM

Submit the final SF-425, final progress report, and invention or equipment reports (if applicable) well in advance of the end of the 90-day period. After the liquidation period, recipients are unable to draw down any additional funds on the award.

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#### Refund of Federal Grant Monies and/or Program Income

Award recipients must report the amount of Federal funds returned (unobligated balance of Federal funds) on line 10(h) of the final SF-425, and any unexpended program income returned on line 10(o) of the final FFR.

If funds must be returned at award closeout, remit as follows:

- A check made payable to the U.S. Department of Justice/Grant-making Component Office name (ex. OJP, OVW, or COPS Office) to include the award number (COPS Office recipients must also include ORI and vendor/EIN number);
- A cover letter or voucher containing the grant award number for the refund, the unobligated balance, and an itemization of funds (e.g., the amount to be applied to excess payments, interest-income, program income, questioned costs, and so forth); and
- A copy of the final SF-425 report which reconciles the amount of the refund.

## III. Postaward Requirements

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### 3.18 CLOSEOUT

If the financial reconciliation process reveals that a refund is due to the Department of Justice (DOJ), the DOJ grant-making component will contact the recipient to request the funds owed. The recipient must submit all refunds to DOJ by check.

- All checks will be converted into an electronic funds transfer (EFT).
- The account information from the check will be scanned and stored. DOJ will debit the account for the amount specified on the check within 24 hours.
- Recipients will not receive a cancelled check from the bank.
- DOJ will destroy all checks; however, the information from the check necessary to process the payment will be stored electronically.

If the EFT is returned for insufficient funds, DOJ will process the transfer two more times. DOJ may charge a processing fee for insufficient funds.

All refund checks and letters for OJP awards should be submitted to:

Office of Justice Programs  
Office of the Chief Financial Officer  
ATTN: Accounting Control Branch  
810 Seventh Street, N.W.  
Washington, DC 20531

All refund checks and letters for OVW awards should be submitted to:

U.S. Department of Justice  
Office on Violence Against Women  
ATTN: Grants Financial Management Division (GFMD)  
145 N Street, N.E.  
Suite 10W  
Washington, DC 20530

All refund checks and letters for the COPS Office awards should be submitted to:

U.S. Department of Justice  
Office of Community Oriented Policing Services  
ATTN: Deputy Finance Officer  
145 N Street, N.E.  
Washington, DC 20530

#### **Failure to Remit Funds Owed**

Any funds paid to the recipient that exceeds the amount to which the organization is finally determined to be entitled under the Federal award constitutes a debt to the Federal government. If this debt is not paid within 90 calendar days after the demand for payment, DOJ may take a range of actions, including administratively offsetting the debt against other requests for reimbursement, withholding of advance payments otherwise due to the organization, or other action permitted by Federal laws. To the extent permitted under Federal law, DOJ will charge interest on an overdue debt, in accordance with the Federal Claim Collection Standards (31 C.F.R. § 900 through 904). The date from which interest is computed is not extended by litigation or the filing of any form of appeal. See [2 C.F.R. § 200.345](#).

## III. Postaward Requirements

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### 3.18 CLOSEOUT

If the recipient does not pay funds owed to DOJ, the debt may be referred to the U.S. Department of the Treasury for collection, as provided by Federal laws.

- Treasury may add fees, fines, and penalties to the original amount of the debt owed to the Federal agency.
- Failure to return any funds due to DOJ may result in a high-risk designation for future awards, withholding or freezing of funds, or special conditions on all other awards to the organization. It may also impact future financial integrity reviews, which in turn will affect future grant awards.

## III. Postaward Requirements

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### 3.19 AUDIT REQUIREMENTS

#### Audit Threshold

**For fiscal years beginning on or after December 26, 2014.** Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the organization's fiscal year are required to arrange for a single organization-wide audit conducted in accordance with the provisions of [Title 2 C.F.R. Subpart F](#).

**For fiscal years beginning before December 26, 2014.** Non-Federal entities (other than a for-profit/commercial entity) that expend \$500,000 or more in Federal funds (from all sources including pass-through subawards) in the organization's fiscal year are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) [Circular A-133 Compliance Supplement 2014](#).

Non-Federal entities that expend less than the applicable audit threshold a year in Federal awards are exempt from Federal audit requirements for that year. However, non-Federal entities must keep records that are available for review or audit by appropriate officials including the Federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

#### Audit Objectives

Awards are subject to conditions of fiscal, program, and general administration to which the recipient expressly agrees upon acceptance of the award. See [2 C.F.R. § 200.514](#).

- The audit objective is to review the recipient's accountability of funds and required non-Federal contributions to determine whether the recipient has done all of the following:
  - ▶ Established an accounting system with adequate internal controls that provide full accountability for revenues, expenditures, assets, and liabilities.
  - ▶ Prepared financial statements which are presented fairly and in accordance with generally accepted accounting principles.
  - ▶ Submitted financial reports (including Federal Finance Reports (FFRs/SF-425s); cash reports; and claims for advances and reimbursements that contain accurate and reliable financial data and are presented in accordance with the terms of applicable agreements.
  - ▶ Expended Federal funds in accordance with the terms of award agreements and those provisions of Federal law or regulations that could have a material effect on the financial statements or on the awards tested.

#### Audit Reporting Requirements

Independent auditors should follow the requirements prescribed in [OMB Circular A-133](#) or [2 C.F.R. Subpart F](#), as applicable.

- The recipient's accounting records must support all amounts reported to the Department of Justice (DOJ).
- The recipient's financial activity reported to DOJ should reconcile to the amounts reported on the recipient's audited financial statements.
- If there are any differences between the recipient's audited financial statements and the financial activity reported to DOJ, the recipient must be able to explain the differences.

## III. Postaward Requirements

### 3.19 AUDIT REQUIREMENTS

- If the auditor becomes aware of illegal acts or other irregularities, he or she must give prompt notice to the recipient's management officials above the level of involvement.
- The recipient, in turn, must promptly notify the Federal cognizant agency and/or awarding agency of the illegal acts or irregularities and of proposed and actual actions, if any.
- All awarding agency personnel are responsible for informing the following individuals and groups of any known violations of the law within their respective area of jurisdiction:
  - ▶ OJP Office of the Chief Financial Officer
  - ▶ OJP Office of the General Counsel
  - ▶ U.S. Department of Justice Office of the Inspector General (OIG)
  - ▶ State and local law enforcement agencies or prosecuting authorities, as appropriate (see Chapter 3.20: Grant Fraud, Waste, and Abuse).

#### FINANCIAL MANAGEMENT TIP

Costs for audits not required or not performed in accordance with 2 C.F.R. Part 200 Subpart F, are unallowable. If a non-Federal entity did not meet the applicable expenditure threshold in 2 C.F.R. 200.501 for Federal funds during the non-Federal entity's fiscal year, but contracted with a certified public accountant to perform an audit, those costs may not be charged to the grant. See [2 C.F.R. § 200.425](#).

#### ACTION ITEM

Audit costs, if allowable by the award, should be prorated and charged to the grant based on the ratio of all Federal grants being audited. See [2 C.F.R. § 200.405](#).

### Audit Submission Requirements

The Federal Audit Clearinghouse (FAC) requires all grant award recipients to use the Internet Data Entry System (IDES) to submit Standard Form-Single Audit Component (SF-SAC) and the Single Audit Reporting package online.

- Recipients will use IDES to:
  - ▶ Enter SF-SAC data online;
  - ▶ Check SF-SAC data for errors using the "Check Data" feature;
  - ▶ Upload a PDF copy of the Single Audit Reporting package;
  - ▶ Certify SF-SAC electronically using a signature code provided by the IDES; and
  - ▶ Submit their complete certified SF-FAC and Single Audit Reporting package to the FAC electronically.
- To review the submission requirements and create an online report ID, visit FAC's website at <https://harvester.census.gov/facweb/>.

## III. Postaward Requirements

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### 3.19 AUDIT REQUIREMENTS

#### Submission of Audit Reports

Recipients must submit audit reports as follows:

- For State and local governments, institutions of higher education, and nonprofit institutions:
  - ▶ Completed audit reports for fiscal years 2008 and later must be submitted electronically, rather than in paper format, to the Federal Audit Clearinghouse (FAC).
  - ▶ Instructions for submitting paper and online audit reports on FAC's website are listed at the [FAC Data Collection Form Options web page](#).

#### FINANCIAL MANAGEMENT TIP

Completed audit reports for State and local governments, institutions of higher education, and nonprofit institutions, should not be mailed to DOJ unless requested by an agency official.

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- Commercial organizations and individuals should mail one copy of all completed audit reports to:

U.S. Department of Justice  
Office of Justice Programs  
Office of the Chief Financial Officer  
ATTN: Control Desk  
810 Seventh Street, N.W.  
Washington, DC 20531

#### Audit Report Confirmation Requests

When an independent audit is being conducted, recipients of OJP/COPS Office grant funds should email audit confirmation requests to [auditconfirmation@ojp.usdoj.gov](mailto:auditconfirmation@ojp.usdoj.gov).

Audit confirmation requests for OVW awards should be emailed to [ovw.gfmd@usdoj.gov](mailto:ovw.gfmd@usdoj.gov).

# III. Postaward Requirements

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## 3.19 AUDIT REQUIREMENTS

### Due Dates for Audit Reports

Audit reports are due no later than 9 months after the close of each fiscal year during the term of the award. See [2 C.F.R. § 200.512\(a\)](#). Federal agencies can no longer grant due date extensions for submission of single audit reports.

### Audit Compliance

When an organization-wide audit has not been conducted, the following materials may be reviewed to determine recipient compliance with Federal requirements:

- Audits from recipients that were made in accordance with the Government auditing standards found in [2 C.F.R. Subpart F \(§ 200.500\)](#).
- Previous audits performed on recipients' operations.
- Desk reviews of project documentation.
- Project audits by auditors obtained by recipients.
- Evaluations of recipients' operations by program officials.

### Resolution of Audit Reports

For an audit to be effective, it is important for a recipient to have policies and procedures in place to ensure timely corrective action on audit recommendations.

Each recipient must designate officials responsible for the following tasks:

- Following up on audit recommendations.
- Maintaining a record of the corrective action taken on recommendations, including time schedules for completing corrective action, such as those stated in a Corrective Action Plan (CAP).
  - ▶ Typically, the CAP letter will include a description of the finding, specific steps to take to implement the recommendation, including written formal procedures; a timetable for performance of each corrective action; and a description of monitoring to be performed to ensure implementation of the CAP.
  - ▶ The recipient must generate a response to the CAP letter within the specified timeframe, usually within 30 days after receipt of the letter.
- Implementing audit recommendations.

#### FINANCIAL MANAGEMENT TIP

The awarding agency monitors the audit report requirements for commercial organizations through its audit tracking system. Once audit reports are received through the DOJ single audit process, OJP will track the reports until the audit has been resolved and officially closed by the Office of the Inspector General.

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# III. Postaward Requirements

## 3.19 AUDIT REQUIREMENTS

### Top Audit Findings (Fiscal Year 2016)

Below are the most common findings from audits of DOJ awards in Fiscal Year 2016, the most recent year for which this information is available. These findings are provided to make recipients aware of some areas to monitor closely in managing their award so that they are in compliance with all requirements and their audits go smoothly.

Top Audit Findings (Fiscal Year 2016)	
1	Procedures not documented or need improvement.
2	Special conditions not met by grantee.
3	Federal Financial Reports (FFR) not accurately prepared.
4	Debarment and Suspension – verification not performed or not properly documented.
5	Federal Financial Reports (FFR) not submitted timely.
6	Accounting system inadequate or not effectively utilized to account for grant funds.
7	Excess cash-on-hand.
8	Subrecipient monitoring not being conducted.
9	Federal Financial Reports (FFR) amounts did not reconcile to grantee’s accounting system.
10	Progress reports not timely submitted.

### Audit of Subrecipients

When subawards are made by the direct recipient to another organization or organizations, the direct recipient is responsible for making sure that subrecipients comply with the audit requirements set forth in this chapter. See [2 C.F.R. § 200.331\(f\)](#).

- It is the direct recipient’s responsibility to ensure that subrecipient audit reports are received and that corrective actions on all audit findings have been implemented.
- The subrecipient must convey to the direct recipient any known or suspected violations of law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities.
- Providing an audit report special condition on all subawards.

#### ACTION ITEM

If a subrecipient is not required to have an audit, as stipulated in 2 C.F.R Subpart F (§ 200.500), the direct recipient is still responsible for monitoring the subrecipient’s activities to provide reasonable assurance that the subrecipient administers Federal awards in compliance with Federal requirements. See 2 C.F.R. § 200.330 through 200.332 – (Subrecipient Monitoring and Management).

## III. Postaward Requirements

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### 3.19 AUDIT REQUIREMENTS

#### Technical Assistance

If DOJ is the assigned cognizant agency or has oversight responsibilities because it has provided the preponderance of direct Federal funding to an organization, then the DOJ Office of the Inspector General (OIG) is available to provide technical assistance in implementing the audit requirements of this chapter. Requests for technical assistance should be addressed to the appropriate DOJ Regional Inspector General's Office (see the [listing of regional offices](#) at the end of this chapter).

This assistance is available for areas such as:

- Review of the audit arrangements and/or negotiations
- Review of the audit program or guide to be used for conducting the audit
- Onsite assistance in the performance of the audit, when deemed necessary, as a result of universal or complex problems that may arise

#### Full-Scope Auditing

In addition to arranging and providing for the organizational, financial, and compliance audits required by [2 C.F.R. Subpart F \(§ 200.500\)](#), direct recipients and subrecipients are encouraged to provide for additional audit coverage, as deemed appropriate.

- The additional audit coverage to be provided should be determined based on the circumstances surrounding the particular organization, function, program, or activity to be audited; management needs; and available audit capability.
- Direct recipients and subrecipients can determine the need for additional audit coverage by considering answers to the following questions about the organization that may need the coverage:
  - ▶ Are resources managed and used economically and efficiently?
  - ▶ Are desired results and objectives achieved effectively?
  - ▶ Is the accounting system and system of internal controls acceptable prior to the receipt of awarding agency funds? At a minimum, internal controls should include documented written procedures of the direct recipient or subrecipient.
  - ▶ Are the systems and controls adequate to detect fraud, waste, and abuse?

#### Commercial (For-Profit) Organizations

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds.

- This audit must be performed in accordance with the [Government Auditing Standards \(January 2007 Revision\)](#) [PDF - 867 Kb], as found on the [GAO](#) website.
- The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award.
- Usually, these audits must be conducted annually. They must be conducted no less frequently than every 2 years. The dollar threshold that is established for audit reports in [2 C.F.R. § 200.500](#) applies, as amended.

## III. Postaward Requirements

### 3.19 AUDIT REQUIREMENTS

#### Failure to Comply

Failure to have audits performed as required will result in the awarding agency taking remedial action, as allowed under law. This may include, but not be limited to, the withholding of new discretionary awards and/or withholding of funds, or a change in the method of payment on active awards.

#### Office of Inspector General Regional Offices

As mentioned previously, if DOJ is the assigned cognizant agency or has oversight responsibilities because it has provided the preponderance of direct Federal funding to an organization, then the organization is eligible to receive technical assistance from the DOJ [OIG](#). Direct the request to the appropriate regional audit office of the DOJ OIG in the table in this section.

Regional Audit Office	Geographical Area
<b>Atlanta Region (40)</b> Ferris B. Polk, Regional Audit Manager 75 Spring Street, Suite 1130 Atlanta, GA 30303 Phone: 404-331-5928 Fax: 404-331-5046	Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, and Virgin Islands
<b>Chicago Region (50)</b> Carol S. Taraszka, Regional Audit Manager 500 West Madison, Suite 1121 Chicago, IL 60661 Phone: 312-353-1203 Fax: 312-886-0513	Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Ohio, and Wisconsin
<b>Denver Region (60)</b> David M. Sheeren, Regional Audit Manager 1120 Lincoln Street, Suite 1500 Denver, CO 80203 Phone: 303-864-2000 Fax: 303-864-2004	Arizona, Colorado, Idaho, Kansas, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah, and Wyoming
<b>Philadelphia Region (70)</b> Thomas O. Puerzer, Regional Audit Manager 701 Market Street, Suite 201 Philadelphia, PA 19106 Phone: 215-580-2111 Fax: 215-597-1348	Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont
<b>San Francisco Region (90)</b> David J. Gaschke, Regional Audit Manager 90 7th Street, Suite 3-100 San Francisco, CA 94103 Phone: 650-876-9220 Fax: 650-876-0902	Alaska, American Samoa, California, Guam, Hawaii, Nevada, Oregon, Trust Territory of the Commonwealth of Northern Mariana Islands, and Washington
<b>Washington Region (30)</b> John J. Manning, Regional Audit Manager 1300 North 17th Street, Suite 3400 Arlington, VA 22209 Phone: 202-616-4688 Fax: 202-616-4581	District of Columbia, Maryland, Virginia, and West Virginia

# III. Postaward Requirements

## 3.20 GRANT FRAUD, WASTE, AND ABUSE

### Introduction

The U.S. Department of Justice (DOJ) awards Federal grant funds to recipients for specific purposes and requires them to use the funds within established guidelines. Unfortunately, some recipients and subrecipients have misused award funds in multiple ways ranging from award mismanagement to intentional criminal fraud. With this chapter, DOJ aims to help recipients avoid the misuse of award funds and the resulting penalties.

### Detection of Grant Fraud

Non-Federal entities are encouraged to:

- Be aware of common grant fraud schemes. This knowledge is the best way to reduce or even eliminate the risk of fraud.
- Adopt effective fraud risk-management efforts within the organization, and encourage subrecipients to do the same in order to prevent and detect fraud as early as possible.

#### **i** FINANCIAL MANAGEMENT TIP

Detecting grant fraud schemes early allows every chance of success with the award and ensures taxpayer dollars are used as efficiently and effectively as possible.

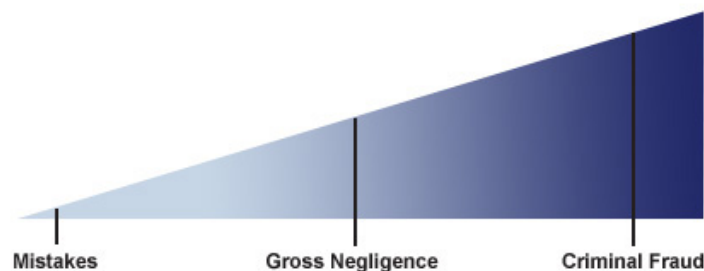
### Penalties for Grant Fraud

If found guilty of grant fraud, recipients may be subject to various remedies available under Federal law, including any or all of the following:

- A ban from receiving future Federal funding;
- Administrative recoveries of funds;
- Civil lawsuits and criminal prosecution; or
- A combination of all or some of these remedies.

### Fraud Indicators

The indicators or markers of fraud, waste, and/or abuse of award funds are varied and can be due to a range of causes. Follow-up on all such concerns is important.



## III. Postaward Requirements

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### 3.20 GRANT FRAUD, WASTE, AND ABUSE

#### **i** FINANCIAL MANAGEMENT TIP

As the award is being managed, it may be necessary to investigate an area or activity for possible fraud. Look for clues or hints of possible fraud in the following three areas: employee behavior; employee communications; and employee performance.

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### Common Grant Fraud Schemes

Most misuse of funds falls into one or more of three general categories:

- [Conflicts of Interest](#)
- [Failure to Properly Support the Use of Award Funds](#)
- [Theft](#)

Each of these categories will be examined in the sections that follow.

### Conflicts of Interest

Non-federal entities are required to use Federal funds in the best interest of the award program. Decisions related to these funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. Non-federal entities are required to disclose in writing any potential conflict of interest to the awarding agency or pass-through entity, as applicable. See [2 C.F.R. § 200.112](#).

- **Conflict in Fact.** In the use of award funds (direct or indirect), a recipient or subrecipient should not participate in any decisions, approval, disapproval, recommendations, investigation decisions, or any other proceeding concerning any of the following people or groups:
  - ▶ An immediate family member;
  - ▶ A partner;
  - ▶ An organization in which they are serving as an officer, director, trustee, partner, or employee;
  - ▶ Any person or organization with whom they are negotiating or who has an arrangement concerning prospective employment, has a financial interest, or for other reasons can have less than an unbiased transaction with the recipient or subrecipient.
- **Conflict in Appearance.** In the use of award funds, recipients and subrecipients should avoid any action which might result in, or create the appearance of:
  - ▶ Using an official position for private gain;
  - ▶ Giving special treatment to any person;
  - ▶ Losing complete independence or objectivity;
  - ▶ Making an official decision outside official channels; or
  - ▶ Affecting negatively the confidence of the public in the integrity of the Government or the program.

# III. Postaward Requirements

## 3.20 GRANT FRAUD, WASTE, AND ABUSE

Typical conflict-of-interest issues may include:

- Less-than-arm’s-length transactions—the act of purchasing goods or services or hiring an individual from a related party such as a family member or a business associate of the recipient.
- Not using fair and transparent processes for subrecipient decisions and vendor selection. These processes must be free of undue influence, and fair and transparent. Most procurement requires full and open competition.
- Consultants can play an important role in award programs; however, recipients and subrecipients must ensure that their work conforms to all regulations governing a fair consultant selection process, reasonable pay rates, and specific verifiable work product.

### Case Example #1

Background	Possible Fraud Indicator	Scheme Identified	Result
An individual was assigned to purchase equipment using a Federal award.	Circumvention of the established procurement process; vendor complaints.	Individual stole over \$100,000 by directing contracts to bogus companies that he had established.	240-month prison sentence

### Failure to Properly Support the Use of Award Funds

A Federal award agreement creates a legal and binding obligation. Direct recipients and subrecipients are obligated to:

- Use the award as outlined in the agreement.
- Act with integrity when applying for and reporting the actual use of funds.
- Properly track the use of funds and maintain adequate supporting documentation.

Typical issues involving failure to properly support the use of award funds include:

- Deliberate redirection of the use of funds in a manner different from the purpose outlined in the award agreement.
- Failure to adequately account for, track, or support transactions such as personnel costs, contracts, indirect cost rates, matching funds, program income, or other sources of revenue.

#### FINANCIAL MANAGEMENT TIP

Applicants and recipients must represent their eligibility for funding accurately and cannot provide false or misleading information in their application, subsequent narrative progress reports, or federal financial reports.

# III. Postaward Requirements

## 3.20 GRANT FRAUD, WASTE, AND ABUSE

### Case Example #2

Background	Possible Fraud Indicator	Scheme Identified	Result
A recipient received a Federal award for specific purposes.	An inability to provide sufficient and verifiable supporting documentation concerning the actual use of those funds.		Recipient paid the Federal government over \$300,000 to settle civil fraud allegations.

### Theft

Theft is the most common issue in almost all organizations—including those that receive Federal awards. Non-federal entities are encouraged to keep the following in mind:

- People who embezzle funds can be extremely creative, while often appearing very trustworthy. These abilities are precisely why they can do so much damage to an organization and remain undetected for extended periods of time.
- Poor or no internal controls provide an opening for theft. A lack of proper separation of duties is one of the most common weaknesses.

#### ACTION ITEM

Checks routinely written to employees for the “reimbursement” of expenses, and the routine use of ATM/debit/gift/credit cards for award costs, must be carefully controlled and require strong oversight.

### Case Example #3

Background	Possible Fraud Indicator	Scheme Identified	Result
A nonprofit received \$2.7 million in Federal award funds to assist underprivileged children.	Unsuccessful program, lack of internal controls, unexplained income.	Funds had been diverted to pay for a wedding reception, building construction, plasma TV, and personal credit card bills, with an estimated total loss of \$450,000.	36- and 66-month prison sentences and full restitution.

### Ways to Reduce the Risk of Fraud

There are several things that can be done to reduce or even eliminate the risk of fraudulent use of the Federal award:

- Examine operations and internal controls to identify fraud vulnerabilities.
- Implement specific fraud prevention strategies including educating others about the risks. The more people are aware of the issues, the more they can help prevent problems or detect them as early as possible.
- Maintain a well-designed and -tested system of internal controls.

## III. Postaward Requirements

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### 3.20 GRANT FRAUD, WASTE, AND ABUSE

- Ensure all financial or other certifications and progress reports are adequately supported with appropriate documentation and evidence.
- Identify any potential conflict-of-interest issues and disclose them to the awarding agency for specific guidance and advice.
- Follow a fair and transparent procurement process, especially when using consultants. Ensure that the rate of pay is reasonable and justifiable, and that the work product is well-defined and documented.

Contact the [DOJ Office of the Inspector General](#) for more information.

#### FINANCIAL MANAGEMENT TIP

Information on designing and testing internal controls may be found in the following references:

- 2 CFR Part 200 Appendix XI, Compliance Supplement, [Part 6, Internal Control \(PDF\)](#) (updated annually).
  - OMB Circular A-123, [Management's Responsibility for Internal Control \(main portion\) \(PDF\)](#). Please also see multiple appendices to this circular. Although this is written for Federal Agencies, its guidance on internal control systems and testing those systems may be a useful reference resource.
  - Committee of Sponsoring Organizations of the Treadway Commission (COSO), (<https://www.coso.org/Pages/guidance.aspx>). This site has guidance available on internal control framework and testing and has been designed for the private sector, but may be a useful reference resource.
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## III. Postaward Requirements

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### 3.21 OJP'S PAYMENT PROGRAMS

#### Introduction

The Office of Justice Programs (OJP) has several payment or reimbursement programs that are available to eligible applicants: the Bulletproof Vest Partnership (BVP), the State Criminal Alien Assistance Program (SCAAP), the Northern Border Prosecution Initiative (NBPI), and the Southwest Border Prosecution Initiative (SWBPI). This section briefly introduces each of these programs; please visit the related websites for recently updated information and each program's specific guidelines.

#### Bulletproof Vest Partnership

The BVP was created for the sole purpose of purchasing bullet-resistant body armor for sworn law enforcement officers. The program is administered by OJP's Bureau of Justice Assistance (BJA). It was enacted in 1998 by the Bulletproof Vest Partnership Grant Act (Public Law 105-181).

#### Eligibility and Guidelines

- Eligible jurisdictions that employ law enforcement officers may participate in this program. A jurisdiction is a State, town, city, village, borough, parish, or Indian tribe.
- Through the BVP program, recipients are reimbursed for up to 50 percent of the cost of each unit of eligible body armor purchased for law enforcement officers.
- Under current legislation, jurisdictions with fewer than 100,000 residents receive priority funding. Any remaining funds are distributed on a pro rata basis to jurisdictions with 100,000 residents or more.
- In order to qualify for this reimbursement, body armor must comply with the National Institute of Justice (NIJ) standards as of the date the body armor was ordered. Information pertaining to the current NIJ standards is available online at the [NIJ Definition of Eligible Body Armor web page](#).

#### Application and Funding Process

Obtain current information and manage the entire BVP program process from application through payment using the online BVP system located at [https://OJP/Bulletproof Vest Partnership Program](https://OJP/BulletproofVestPartnershipProgram). To participate in the BVP program, State, local, and tribal jurisdictions must follow four steps:

- Register as a jurisdiction
  - ▶ Jurisdictions that have never participated in the BVP program can register at any time throughout the year by contacting BVP Customer Support via phone at 1-877-758-3787 or email at [vests@usdoj.gov](mailto:vests@usdoj.gov).
  - ▶ If an eligible jurisdiction has more than one law enforcement agency (LEA), each LEA should register in the BVP system, and the application will be submitted by the jurisdiction on behalf of all of its LEAs.
  - ▶ Once registered with the BVP program, jurisdictions are responsible for regularly updating their own critical information.
- Submit application
  - ▶ When submitting an application, jurisdictions must make sure to identify the total number, type, and projected cost of vests for all eligible, participating law enforcement officers.
  - ▶ Applications may be submitted only during the annual 6-week open application period.
  - ▶ Funding decisions are made within 3 months after the application period closes.

# III. Postaward Requirements

## 3.21 OJP'S PAYMENT PROGRAMS

- ▶ Applicants are notified via email regarding approved funding levels.
- ▶ BVP funds are dispersed when the LEA receives the vests and the jurisdiction submits a request for payment through the BVP system.
- Purchase vests
  - ▶ BVP funds may only be used to purchase vests that meet the current NIJ bullet-resistant body armor standards.
  - ▶ A list of vest models that meet the current NIJ standards is available on the [BVP website](#).
- Submit receipt information
  - ▶ Once vests are received, jurisdictions can submit a request for payment through the [BVP system](#).
  - ▶ Recipients have up to 2 years from the date of the award to submit payment requests.
  - ▶ Once the payment request is submitted, BJA reviews the request for accuracy and processes payments on a monthly schedule.

Key Points about the BVP Program	
1	All purchased body armor must comply with NIJ body armor standards, which are available at the <a href="#">NIJ Definition of Eligible Body Armor</a> web page.
2	BVP funds can be used to purchase only one vest per officer during the jurisdiction's stated replacement cycle.
3	BVP funds may be used toward the purchase of tactical-level vests, but if a tactical-level vest is purchased for an officer, it must be the officer's primary vest; a regular-duty vest cannot be purchased for the same officer, during the same replacement cycle, using BVP funds.
4	Beginning in fiscal year 2009, during the payment request process, jurisdictions may request, based on financial hardship, a waiver of the 50 percent match requirement. Jurisdictions that request the waiver must cite the nature of the financial hardship and maintain documentation pertaining to the hardship.
5	BJA strongly recommends that every LEA implement a mandatory body armor wear policy, if one is not currently in place. A mandatory wear concepts and issues paper and model policy are available by contacting the International Association of Chiefs of Police at <a href="mailto:policycenter@theiacp.org">policycenter@theiacp.org</a> .
6	BJA recognizes that LEA operational and equipment needs may change. Consequently, participating agencies are not required to purchase the exact number, type, or model of vests contained in the approved application. Vests may be purchased at any threat level, make, or model and from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable NIJ ballistic or stab standards.

### FINANCIAL MANAGEMENT TIP

Justice Assistance Grant funds also may be used to purchase vests for an agency, but they may not be used to pay for that portion of the bulletproof vest (50 percent) that is not covered by BVP funds.

## III. Postaward Requirements

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### 3.21 OJP'S PAYMENT PROGRAMS

#### State Criminal Alien Assistance Program

Through SCAAP, the U.S. Government provides payments to States and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens who had at least one felony or two misdemeanor convictions for violations of State or local law, and were incarcerated for at least 4 consecutive days during a reporting period. BJA administers SCAAP in cooperation with the U.S. Department of Homeland Security (DHS).

#### Eligibility and Guidelines

Beginning with Federal fiscal year 2007, SCAAP awards must be used for correctional purposes only. To be considered for SCAAP funding, States and localities must prove that inmate records, convictions, and length of custody to meet the following eligibility requirements:

- **Inmate records.** For the purposes of SCAAP, an inmate is defined as a person who did one of the following things or was in one of the following situations:
  - ▶ Entered the United States without inspection or at any time or place other than as designated by the Attorney General.
  - ▶ Was in deportation or exclusion proceedings at the time he or she was taken into custody.
  - ▶ Is a nonimmigrant who failed to maintain his or her nonimmigrant status at the time he or she was taken into custody.
  - ▶ Is part of a subset of Mariel Cubans who otherwise meet these requirements.
- **Convictions and custody information.** To apply for SCAAP funds, an entity must be a State or unit of government with authority over correctional facilities that incarcerate or detain undocumented criminal aliens for terms of 4 or more consecutive days. Applicants may submit records of eligible inmates in their custody during the reporting period who meet all of the following criteria:
  - ▶ Were born outside the United States or one of its Territories and have no reported or documented claim to U.S. citizenship;
  - ▶ Were in the applicant's custody for 4 or more consecutive days during the reporting period;
  - ▶ Were convicted of a felony or second misdemeanor for violations of State or local law; and
  - ▶ Were identified and reported using due diligence.
- DHS makes the final determination on whether the documentation submitted supports the status of the inmate as an undocumented alien.

#### Application and Funding Process

The application and payment process for [SCAAP](#) is managed using the Grants Management System (GMS).

- The SCAAP system is available through the main [GMS log-in page](#) at GMS Log-in page.
- SCAAP payments must go directly to eligible States and localities.
- Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS user profile.
- The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. The CEO is generally considered the highest ranking elected or appointed official of a unit of government.

## III. Postaward Requirements

### 3.21 OJP'S PAYMENT PROGRAMS

#### **i FINANCIAL MANAGEMENT TIP**

A SCAAP application without the CEO information included will be significantly delayed.

Key Points about the SCAAP	
1	Each SCAAP reporting period is based on the previous year's cases and salary. For example, the reporting period for fiscal year 2010 was July 1, 2008 through June 30, 2009.
2	Correctional officer salaries reported in the SCAAP application may only include base salary, overtime, and shift differential pay. Fringe benefits should not be included in the total salary.
3	The "total all inmate days" is the cumulative number of incarceration or detention days attributable to all inmates housed in the jurisdiction's facilities during the reporting period. It includes all inmates, regardless of their status, citizenship, disposition, or length of stay, including inmates held at contract facilities. A jurisdiction can use the sum of all nightly facility head counts for the 365 days in the reporting period.
4	All SCAAP payments must go to the jurisdiction's general fund. Please use the jurisdiction's Employer Identification Number (tax identification), jurisdiction name, and vendor number when applying for SCAAP funds. For example, police department and sheriff's offices may not apply directly for SCAAP funding.
5	See the <a href="#">2015 SCAAP Program Guidelines</a> located on the BJA website for more information.

### Northern Border Prosecution Initiative and Southwest Border Prosecution Initiative

The NBPI and SWBPI programs were created to reimburse eligible State and local jurisdictions for prosecution and pretrial detention costs for cases that the Federal Government declined and referred to these jurisdictions. While applicant jurisdictions may use funds from NBPI/SWBPI Federal payments for any purpose not otherwise prohibited by Federal law, the programs encourage the jurisdictions to use the funds to support and enhance prosecutorial and detention services.

Note: Beginning in Fiscal Year 2013, BJA will only reimburse prosecution costs and will no longer reimburse detention costs under the Northern Border Prosecution Initiative and the Southwest Border Prosecution Initiative.

#### Eligibility and Guidelines

- A federally initiated and referred criminal case is eligible if it was prosecuted by a State or county prosecutor and disposed of during one of the eligibility periods.
- An applicant must be the chief executive or an authorized designee of any eligible jurisdiction.
- Only employees, such as a sheriff or county prosecutor, of the applicant jurisdiction can serve as an authorized designee for SWBPI or NBPI applications.
- The following border State and county governments are eligible to receive funding under the border prosecution initiatives:
  - ▶ Northern border: Alaska, Idaho, Maine, Michigan, Minnesota, Montana, New Hampshire, New York, North Dakota, Ohio, Pennsylvania, Vermont, Washington, and Wisconsin
  - ▶ Southwest Border: Arizona, California, New Mexico, and Texas

# III. Postaward Requirements

## 3.21 OJP'S PAYMENT PROGRAMS

- In addition to being an approved border State, submitted cases must meet the following criteria to be considered for NBPI and SWBPI funding:
  - ▶ The criminal case was federally initiated.
  - ▶ The case was declined or referred to a county or State jurisdiction after October 1, 2005.
  - ▶ The case was prosecuted by a State or county prosecutor.
  - ▶ The case was disposed of during a designated reporting period.
- Each defendant listed represents a separate case. If one case has multiple defendants, each defendant should be listed as a separate case.
- If one defendant was charged in multiple cases and the cases were investigated or prosecuted during concurrent periods of time, all cases are claimed as one case.

### Application and Funding Process

- The annual application-through-payment processes for the NBPI and SWBPI programs are managed via online systems.
- The NBPI program is available at <http://www.ojp.gov/nbpi>, and guidelines are available in the document [Northern Border Prosecution Initiative 2013 Guidelines \(PDF\)](#).
- The SWBPI program can be found at <http://www.ojp.gov/swbpi>, and guidelines are available in the document [Southwest Border Prosecution Initiative 2013 Guidelines \(PDF\)](#).

Key Points about the NBPI and SWBPI Programs	
1	Each NBPI/SWBPI reporting period is based on the previous year's cases and salary. For example, the reporting period for fiscal year 2010 was October 1, 2008 through September 30, 2009.
2	Court and arrest records for each case submitted for NBPI/SWBPI funding may be requested by BJA for pre- and post-award review. Any cases that do not have the corresponding court and arrest records will not be considered for funding.
3	Documentation must be maintained to support that NBPI/SWBPI funds, when combined with other Federal prosecution funds, do not exceed 100 percent of the prosecution costs for the cases.
4	Time spent by prosecutors on judicial appeals and incarceration time for sentenced offenders are not allowable program costs and should not be reported on the application.

## III. Postaward Requirements

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### 3.22 FINANCIAL MANAGEMENT TRAINING REQUIREMENTS

#### Introduction

New for fiscal year 2016, both the Point of Contact (POC) and all Financial Points of Contacts (FPOCs) for OJP awards must complete either the DOJ Grants Financial Management Online Training or OJP's in-person Financial Management Training Seminar within 120 calendar days after the date of the recipient's acceptance of the award. New grantees, grantees with a "high" pre-award risk, and DOJ high risk grantees will receive a withholding of funds special condition until the POC and FPOC have completed the training.

OVW and COPS Office recipients are not required, but highly encouraged, to complete the DOJ Grants Financial Management Online Training.

#### Requirement for Compliance

Successful completion of either the DOJ Grants Financial Management Online Training or OJP's in-person Financial Management Training Seminar on or after January 1, 2015, will satisfy this requirement.

In the event that either the POC or a FPOC for an award changes during the period of performance, the new POC or FPOC must successfully complete an OJP financial management training by 120 calendar days after— (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in case of a new FPOC).

Non-compliance with the training requirements will result in placing a withholding of funds on all applicable awards.

#### Expiration of Training Certificates

POC and all FPOCs for the award will be required to re-certify their compliance with the financial management training requirement by successfully completing either the in-person OJP Financial Management Training or the DOJ Grants Financial Management Online Training every (3) three years.

#### List of Financial Management Trainings

Grant recipients can register for either the online or in-person training at the following website: <https://ojp.gov/training/fmts.htm>.

## IV. Organization Structure

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### 4.1 ORGANIZATION CHARTS

[United States Department of Justice Organization Chart](#)

[Office of Justice Programs Organization Chart](#)

# V. Appendices

## 5.1 ACRONYMS

### A Note for Readers

To reduce clutter and ease reading, DOJ has used acronyms instead of the full phrasings for organizations, positions, and other items referenced more than once in the *Guide*. For the reader's convenience, the list of acronyms is organized alphabetically.

<b>A</b>	
ACH	Automated Clearing House
ADP	Automatic Data Processing
ARRA	The American Recovery and Reinvestment Act of 2009
<b>B</b>	
BJA	Bureau of Justice Assistance
BPIs	Border Prosecution Initiatives
BVP	Bulletproof Vest Partnership
<b>C</b>	
CAP	Corrective Action Plan
CCR	Central Contractor Registration
CEO	Chief Executive Officer
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CJICS	Criminal Justice Information and Communication Systems
COPS	Office of Community Oriented Policing Services
CSB	Customer Service Branch (of the Office of the Chief Financial Officer)
<b>D</b>	
DHS	U.S. Department of Homeland Security
DOJ	U.S. Department of Justice
DUNS	Data Universal Numbering System
<b>E</b>	
EFT	Electronic funds transfer
EIN	Employer Identification Number
<b>F</b>	
FAC	Federal Audit Clearinghouse
FAQs	Frequently Asked Questions
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FFATA	Federal Funding Accountability and Transparency Act
FFR	Federal Financial Report (SF-425)
FPOC	Financial Point of Contact
FSRS	FFATA Subaward Reporting System

FTR	Federal Travel Regulation
FY	Fiscal Year
<b>G</b>	
GAN	Grant Adjustment Notice
GAO	U.S. Government Accountability Office
GMS	Grants Management System
GPRS	Grant Payment Request System
GSA	U.S. General Services Administration
<b>H</b>	
HHS	U.S. Department of Health and Human Services
<b>I</b>	
ICAC	Internet Crimes Against Children
IDES	Internet Data Entry System
IFB	Invitation for Bid
IRS	Internal Revenue Service
IT	Information Technology
<b>J</b>	
JABG	Juvenile Accountability Block Grant
JAG	Justice Assistance Grant
JJA	Juvenile Justice Act
<b>L</b>	
LEA	Law Enforcement Agency
<b>M</b>	
M&IE	Meals and Incidental Expenses
MPIN	Marketing Partner Identification Number
MTDC	Modified Total Direct Cost
<b>N</b>	
NBPI	Northern Border Prosecution Initiative
NEPA	National Environmental Policy Act
NIJ	National Institute of Justice
<b>O</b>	
OCFO	Office of the Chief Financial Officer
OCR	Office for Civil Rights (of the Office of Justice Programs)
OIG	Office of the Inspector General
OJJDP	Office of Juvenile Justice and Delinquency Prevention

# V. Appendices

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## 5.1 ACRONYMS

OJP	Office of Justice Programs
OMB	Office of Management and Budget
OVC	Office for Victims of Crime
OVW	Office on Violence Against Women
<b>P</b>	
PAPRS	Phone Activated Payment Request System (replaced by GPRS)
P/E	Purchase of Evidence
P/I	Purchase of Specific Information
PMT	Performance Measurement Tool
POV	Privately owned vehicle
PPOC	Programmatic point of contact
P/S	Purchase of Services
<b>R</b>	
RFP	Request for Proposal
RISS	Regional Information Sharing Systems
<b>S</b>	
SAM	System for Award Management
SCAAP	State Criminal Alien Assistance Program
SES	Senior Executive Service
SF-424	Standard Form 424
SF-425	Standard Form 425 (FFR)
SF-SAC	Standard Form-Single Audit Component
SOW	Statement of Work
STOP	Services Training Officers Prosecutors (Violence Against Women OVW formula grant program)
SWBPI	Southwest Border Prosecution Initiative
<b>T</b>	
Treasury	U.S. Department of the Treasury
<b>U</b>	
U.S.C.	United States Code
<b>V</b>	
VAWA	Violence Against Women Act
VOCA	Victims of Crime Act
<b>X</b>	
XML	Extensible Markup Language

# V. Appendices

## 5.2 GLOSSARY OF TERMS

### A

**ACCRUAL BASIS** is the method of recording revenues in the period in which they are earned, regardless of when cash is received, and reporting expenses in the period when the charges are incurred, regardless of when payment is made.

**ADDENDUM RECORD** is what the bank receives that explains what a payment is for and gives the detail necessary for accurate posting into the correct account.

**ADMINISTRATIVE REQUIREMENTS** are set forth at 2 C.F.R. Part 200.

**AMUSEMENT/SOCIAL EVENT** is an informal gathering which is not mandatory for all participants to attain the necessary information. An indicator of a social/amusement event is a cash bar.

**AWARDING AGENCY** is typically (depending on context) the Federal Government or the next highest authority, that is, the State agency administering the formula award or the Federal agency administering the discretionary award.

**AWARDS** typically means grants or cooperative agreements for financial assistance that a non-Federal entity receives directly from a Federal agency, or indirectly via a pass-through entity.

### B

**BLANKET REQUEST** a series of the same or similar pre-arranged events containing multiple delivery dates scheduled to take place within the same fiscal year.

**BLOCK/FORMULA AWARDS** are awarded to the States to provide assistance to State and local units of government for programs in accordance with legislative requirements.

**BREAK FOODS** consist of cookies, sodas, and fruits or other snack items, and may be served at a training program, a meeting, or a conference.

**BREAKS** are short pauses in an ongoing informational program at trainings, meetings, conferences, or retreats. Typically, an all-day event may include one break during a morning session and one break during an afternoon session.

**BUDGET PERIOD** is the period for which a budget is approved for an award. The budget period may be equal to or shorter than the project period for an award, but cannot be longer than the project period.

### C

**CASH BASIS** is the method of reporting revenues and expenses when cash is actually received or paid out.

**CLOSEOUT** is a process in which the awarding agency determines that all applicable administrative actions and all required work of the award have been completed by the recipient and the awarding agency.

**COGNIZANT FEDERAL AGENCY** is generally the Federal agency that provides the most Federal financial assistance to the non-Federal entity. Cognizance for audits is assigned by OMB, and a list of agencies is available at the FAC Web site. See 2 C.F.R. § 200.18. Cognizant agency for audit is not always the same as the cognizant agency for indirect costs. For assignments of cognizant agencies for indirect cost see 2 C.F.R. § 200.19, which refers to the appropriate Appendices.

**CONFERENCE** is defined broadly, and includes meetings, retreats, seminars, symposia, or training activities. See 41 C.F.R. § 300-3.1; 2 C.F.R. § 200.432.

**CONSULTANT** is an individual who provides professional advice or services.

**CONTINENTAL BREAKFAST** means a light breakfast that may include a selection of coffees, teas, juices, fruits, and assorted pastries, and is allowable provided several hours of substantive material directly follows the continental breakfast. Grant recipients are reminded that the least expensive of the available selections should be chosen.

**CONTRACT** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward. See 2 C.F.R. § 200.22.

**COOPERATIVE AGREEMENTS** are utilized when substantial involvement is anticipated between the awarding agency and the recipient during performance of the contemplated activity. See 2 C.F.R. § 200.24.

### D

**DIRECT RECIPIENT** is an individual and/or organization that receives Federal financial assistance directly from a Federal agency.

**DISCRETIONARY AWARDS** are made to States, units of local government, or private organizations at the discretion of the awarding agency. Most discretionary awards are competitive in nature in that there are limited funds available and a large number of potential recipients.

**DOMESTIC TRAVEL** includes travel within and between the United States and its territories and possessions.

## V. Appendices

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### 5.2 GLOSSARY OF TERMS

**DRAW OR DRAWING DOWN** refers to the payments made by the Federal Government to the grantee which deplete the total grant award amount. DOJ grantees draw down or receive payments of their grant funding through the active grant period.

#### E

**EQUIPMENT** is tangible, nonexpendable personal property having a useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit. A recipient/subrecipient may use its own definition of equipment provided that such definition would at least include all equipment defined above.

**EXPENDITURE** is a charge made to a project or program for which a Federal award was received.

#### F

**FEDERAL CONTRACTOR** is a person or entity that contracts with the Federal Government to provide supplies, services, or experimental, developmental, or research work. Entities may include commercial organizations, educational institutions, construction and architect-engineer companies, State and local governments, and nonprofit organizations. See Title 48 C.F.R. § 31.103-105, § 31.107-108.

**FEDERAL EMPLOYEES** are those persons employed in or under an agency of the United States Federal Government or the District of Columbia. See 5 U.S.C. 4101 (1994) [PDF – 35.9 Kb].

**FEDERAL GRANTEE** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also 2 C.F.R. § 200.69 (Non-Federal entity). Typically, this is the component of a State, local, or Federally recognized Indian tribal government, educational institution, hospital, or a for-profit or nonprofit organization which is responsible for the performance or administration of all or some part of a Federal award.

**FIXED RATE WITH CARRY FORWARD PROVISION** is similar to a predetermined rate in that a permanent rate is established for a specific future period (usually one fiscal year) based on an estimate of the costs for that period. However, fixed rates also require an adjustment to actual costs once actual costs have been determined. The difference between the estimated costs used to establish the fixed rate and the actual costs of the fiscal year covered by the rate is “carry forward” as an adjustment to the next rate negotiation.

**FOCUS GROUP** means a gathering of Federal Government employees to discuss results and

improvements of programs in the field. The focus group should follow a prepared agenda, be led by an expert in the subject matter, and serve to educate the Federal employees.

**FOOD AND/OR BEVERAGES** retain their common meanings. Food or beverages are considered in the context of formal meals and in the context of refreshments served at short, intermittent breaks during an activity. Beverages do not include alcoholic drinks.

**FOREIGN TRAVEL** includes any travel outside of the United States and its territories and possessions. For an organization located in a foreign country, this means travel outside that country.

**FORMAL AGENDA** provides a list of all activities that shall occur during the event, using an hour-by-hour timeline. It must specifically include the times during the event when food and beverages will be provided.

#### G

**GRANTS** are a legal instrument of financial assistance used to transfer anything of value from the Federal awarding agency or pass through entity to the non-Federal entity to carry out a public purpose. See 2 C.F.R. § 200.51.

**GRANTS MANAGEMENT SYSTEM (GMS)** is a web-based, data-driven computer application that provides support for the application, award, and management of grants at OJP. It consists of the following modules: Applications; Award Processing; Peer Review; Grant Adjustment Notice; Financial Reporting; Progress Reporting, Monitoring, and Closeouts.

#### H

**HIGH RISK** is a determination made by the awarding agency of a recipient's ability to administer Federal project funds based on issues such as a history of unsatisfactory performance; financial instability; inadequate financial management system; non-conformance to terms and conditions of previous awards; or is otherwise not responsible. Additional reporting or other requirements may be placed on high-risk recipients.

# V. Appendices

## 5.2 GLOSSARY OF TERMS

### I

**IMPREST FUNDS** are fixed- or petty-cash funds in the form of currency or coin that have been advanced as funds held outside of the usual secure account. Agencies typically use imprest funds to reimburse employees for expenses, to make small purchases, to make emergency beneficiary payments, and to pay informants, among other uses.

**INCIDENTAL** means (in the conference context) relating to a formal event where full participation by participants mandates the provision of food and beverages.

**INTERAGENCY AGREEMENTS AND PURCHASE OF SERVICE ARRANGEMENTS** are usually entered into by two governmental units or agencies. Such funding arrangements are negotiated by the entities involved.

**INTERNAL CONTROLS** means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- (a) Effectiveness and efficiency of operations;
- (b) Reliability of reporting for internal and external use; and
- (c) Compliance with applicable laws and regulations.

See 2 C.F.R. § 200.61.

### L

**LIQUIDATION PERIOD** provides awardees time to receive ordered goods or services, and make final payments on trailing costs. It is usually a 90 day period after award end date.

**LOBBYING** is generally considered to be the act of trying to influence legislation. An organization will be regarded as attempting to influence legislation if it contacts, or urges the public to contact, members or employees of a legislative body for the purpose of proposing, supporting, or opposing legislation, or if the organization advocates the adoption or rejection of legislation. See 2 C.F.R. § 200.450.

### M

**MATCH** is the recipient share of the project costs. Match may either be “in-kind” or “cash.” In-kind match includes the value of donated services. Cash match includes actual cash spent by the recipient and must have a cost relationship to the Federal award that is being matched. (Example: Match on administrative costs should be other administrative costs, not other matching on program costs).

### N

**NONEXPENDABLE PERSONAL PROPERTY** (i.e., equipment) includes tangible personal property (including information technology systems) having a useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit. A recipient may use its own definition of nonexpendable personal property provided that the definition would at least include all tangible personal property as defined below. See 2 C.F.R. § 200.33.

### O

**OBLIGATION** means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period (i.e., a legal liability to pay under a grant, subgrant, and/or contract determinable sums for services or goods incurred during the grant period). See 2 C.F.R. § 200.71.

### P

**PASS-THROUGH ENTITY** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**PERSONAL PROPERTY** means property of any kind except real property. It may be tangible (having physical existence) or intangible (having no physical existence, such as patents, inventions, and copyrights). See 2 C.F.R. § 200.78.

**PREAGREEMENT COSTS** are defined as those costs which are considered necessary to the project but occur prior to the starting date of the award period.

**PRIOR APPROVAL** means written approval by the authorized official (the next highest authority except for sole source evidencing consent prior to a budgetary or programmatic change in the award).

## V. Appendices

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### 5.2 GLOSSARY OF TERMS

**PROGRAM INCOME** is gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. See 2 C.F.R. § 200.80. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

**PROJECT PERIOD** is the period for which implementation of a project is authorized. The project period may be equal to or longer than the budget period for an award, but cannot be shorter than the budget period.

**PURCHASE OF EVIDENCE (P/E)** is the purchase of evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of a crime or to establish the identity of a participant in a crime.

**PURCHASE OF SERVICES (P/S)** includes travel or transportation of a non-Federal officer or an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.

**PURCHASE OF SPECIFIC INFORMATION (P/I)** includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

## R

**REAL PROPERTY** means land, land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.

**REASONABLE** means those costs that a prudent person would have incurred under the circumstances prevailing at the time the decision to incur the cost was made.

**RECEPTION** means an informal gathering which is not mandatory for all event participants to obtain necessary information. Indicators of a reception include a cash bar, inadequate seating for the entire group, food items from a reception menu (such as finger foods), and a longer break (than utilized throughout the day) between the substantive meetings and the reception. Receptions are expressly prohibited and are considered to be an unallowable cost with Federal funds.

**RECIPIENT** means the recipient of federal funding from DOJ, unless context indicates otherwise.

**REGIONAL INFORMATION SHARING SYSTEMS (RISS)** is a national program of regionally oriented services designed to facilitate the coordination and communication capabilities of local, state, federal, and tribal criminal justice agencies.

## S

**SEPARATION OF DUTIES** is a key internal control concept that establishes procedures for certain types of financial transactions where no one person is able to execute the entire procedure alone. The most commonly used example concerns initiating a payment (writing the check) and authorizing a payment (signing the check).

**SOCIAL EVENT** is any event with alcoholic beverages served, available, or present.

**SPECIAL CONDITIONS** are contractual terms and conditions that are included with the award. Examples of special conditions include additional reports, audits, conferences, and disposition of program income.

**STIPEND** is an allowance to defray expenses. Examples of these expenses include, but are not limited to, rent, utilities, travel, incidentals, etc.

**SUBAWARD** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**SUBRECIPIENT** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

# V. Appendices

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## 5.2 GLOSSARY OF TERMS

**SUPPLANTING** is to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose.

### U

**UNALLOWABLE COSTS** are costs the government is unwilling to pay as a direct charge or through an indirect cost pool applied to the federal grant or contract. An organization is not prohibited from incurring unallowable costs but they cannot be recovered either directly or indirectly under federal grants or contracts.

### W

**WORKING DINNER** means a formal and mandatory dinner necessary for all participants to have full participation in the conference or event. A working dinner must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working dinner. Indicators of a working dinner include seating for all participants. A cash bar is expressly prohibited.

**WORKING LUNCH** is a formal and mandatory lunch necessary for all participants to have full participation in the conference or event. A working lunch must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working lunch (exhibits are not included). Indicators of a working lunch include seating for all participants. A cash bar is expressly prohibited.

**WORK-RELATED EVENT** is a conference or meeting involving a topical matter of interest within the purview of the agency's mission and function.

## V. Appendices

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### 5.3 APPENDICES I AND II

#### Appendix I: Sample Award Document

The following is a sample award document, as issued by the Office of Justice Programs, Department of Justice.

[Sample Award Document \[PDF - 121 Kb\]](#)

#### Appendix II: Sample Federal Financial Report Form (SF-425)

The Federal Financial Report Form (SF-425) is a standard form that grantees must use to report cumulative expenses incurred under each award.

SF-425s must be submitted every quarter and no later than 30 days after the last day of each reporting quarter. OJP and OVW recipients should use the online SF-425 found in the Grants Management System (GMS). COPS Office recipients are encouraged to submit the quarterly SF-425 through Agency Portal via the COPS Office website at <https://cops.usdoj.gov>.

[Sample SF-425 Form \[PDF - 267 Kb\]](#)