

ANTITERRORISM AND EMERGENCY ASSISTANCE PROGRAM GRANT
(GRANT PERIOD 2/14/2018-9/30/2022)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

GRANT NO. K04884

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), and specifically herein for the Antiterrorism and Emergency Assistance Program (AEAP) Grant Award Number 2020-V7-GX-004 Catalog of Federal Domestic Assistance (CFDA) Number - 16.321, Antiterrorism Emergency Reserve, (Grant), hereafter referred to as the OAG, an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and **The School Board of Broward County, Florida** hereafter referred to as the Provider. The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

The Provider will provide the OAG with written notification of any change in its designated representative for this Agreement. This Agreement will be performed in accordance with the Department of Justice, Office for Victims of Crime, Guidelines for the Antiterrorism and Emergency Assistance Program for Terrorism and Mass Violence Crimes, Federal Register, Vol. 67, No. 21, January 31, 2002, pp. 4822-4833; Victims of Crime Act (VOCA), Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621 and the U.S. Department of Justice, (DOJ), Office of Justice Programs, 2015 DOJ Grants Financial Guide, (Financial Guide); the U.S. Department of Justice Office of Justice Programs, Office for Victims of Crime Grant Award Document and the approved AEAP Budget Narrative by Service Area which are incorporated herein by reference and attached hereto as Attachment "F", and incorporated herein by reference, and any other regulations, guidelines, or

rules currently or subsequently required by the OAG, U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

This AEAP grant is intended to respond to a specific incident of terrorism and mass violence. It is separate and apart from any other grant funding sources including any Victims of Crime Act (VOCA) funds. The Provider is responsible for reviewing all guidelines and deliverables specific to this AEAP grant and ensuring compliance with same.

For the Grant Period beginning February 14, 2018 and ending September 30, 2022, the Provider may seek reimbursement of allowable costs for providing services stemming from the February 14, 2018 attack at the Marjory Stoneman Douglas Highschool in Parkland, Florida through the period of performance coinciding with the Grant Period, as outlined in the AEAP Budget Narrative by Service Area as approved by the OAG and the U.S. Department of Justice, Office of Justice Programs, incorporated herein by reference, unless otherwise approved by the OAG in writing.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on June 22, 2020, or on the date when the Agreement has been signed by all parties, whichever is later, and will continue through September 30, 2022. No costs incurred by the Provider prior to, or after, the Grant Period as the period of performance for this Agreement will be reimbursed, and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. However, the Provider's accounting systems must ensure OAG grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted or received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of Section 287.0582, Florida Statutes if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are

contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act, AEAP award, as funded through the U.S. Department of Justice, Office for Victims of Crime.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with Section 215.971, Florida Statutes provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for meeting the deliverables as outlined in the U.S. Department of Justice Office of Justice Programs, Office for Victims of Crime Grant Award Document and the approved AEAP Budget Narrative by Service Area as set forth in Attachment F, unless otherwise modified as approved by the OAG in writing. If the Provider does not meet the deliverables as outlined in Attachment F without an approved justification, the OAG will impose a corrective action plan, reduce payment for the invoice by 5 percent of the total amount requested or an amount commensurate with the failure to meet the deliverable, whichever is greater, and may terminate this Agreement.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider will so register within 21 days from execution. The online registration can be completed at:

<http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. Applicable restrictions apply to Provider's subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant 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).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the U.S. Department of Justice Office of Justice Programs, Office for Victims of Crime Grant Award Document and the approved AEAP Budget Narrative by Service Area set forth in Attachment F are eligible for reimbursement with Grant funds. The Provider will not undertake any work or activities that are not described in the approved grant application, including the use of staff, equipment, or other goods or services paid for with Grant funds. Any grant funds reimbursed under this Agreement must be used in accordance with the Department of Justice, Office for Victims of Crime, Guidelines for the Antiterrorism and Emergency Assistance Program for Terrorism and Mass Violence Crimes, Federal Register, Vol. 67, No. 21, January 31, 2002, pp. 4822-4833; Victims of Crime Act, Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621, and the Financial Guide and any other regulations, guidelines, or rules currently or subsequently required by the OAG, U.S. Department of Justice and State or Federal laws, including any requirements specific to AEAP Grants and the special conditions included in the U.S. Department of Justice Office of Justice Programs, Office for Victims of Crime Grant Award Document and the approved AEAP Budget Narrative by Service Area, as set forth in Attachment F. Expenditures for the acquisition and maintenance of telephones and equipment will be as directed in the U.S. Department of Justice Office of Justice Programs, Office for Victims of Crime Grant Award Document and the approved AEAP Budget Narrative by Service Area contained in Attachment F.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, Victim Compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements. Travel expenses will be reimbursed with grant funds only in accordance with Section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of the Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the Grant Period as set forth in this Agreement or after the termination date of the Grant Period and the Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, it will obtain a minimum of three written quotes for all single item grant-related purchases equal to, or in excess of, \$2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider cannot use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 9. PROGRAM INCOME

The Provider will provide services, as described in Attachment F, at no charge, through the AEAP Grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 10. METHOD OF PAYMENT

Payment for services performed under the Agreement will be issued in accordance with the provisions of Section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of any invoice is contingent upon timely submittal of Provider's performance reports, approval by the OAG of the level of service provided during the report period, and approval by the OAG of all

performance reports due. The Provider will provide all performance reports on a monthly and annual basis unless otherwise requested by the OAG.

The Provider will, within 90 days of the effective date of this Agreement, request payment for all costs incurred during the Grant Period which were incurred from February 14, 2018 to the date this Agreement is signed by all parties which will include all required supporting documentation, unless otherwise approved by the OAG in writing. For costs incurred on or after the date the agreement is signed by all parties, costs will be reimbursed on a monthly basis and each monthly invoice and all required supporting documentation must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs represented on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the satisfactory documentation is not provided. The final invoice is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If complete and correct, documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment, and the OAG may terminate the Agreement.

Any reimbursement due or any approval necessary under the terms of the Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if it is being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

The Provider will maintain and timely submit progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant. A performance report is due with the first invoice submission and each invoice submission thereafter. The final report is due October 15, 2022.

ARTICLE 11. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), Florida Statutes the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 12. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 13. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state agency. Neither the Provider nor its agents, employees, subcontractors or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to State of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 14. DOCUMENTATION AND RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained at the office of the Provider for a period of five years from the termination date of the Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto, including any documentation required by the OAG to comply with the AEAP Special Conditions as referenced herein, or as set forth in Attachment F. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

The Provider will comply with Chapter 119, Florida Statutes, Florida's public records law. Pursuant to Section 119.071, Florida Statutes, the Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of Section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes. In the event the Provider's business closes or the Provider is permanently unable to perform said services, the Provider will electronically transfer all public records, at no cost, to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. If the Provider transfers all public records upon the Provider's business closing or becoming unable to perform services, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure. The Provider will otherwise keep and maintain public records upon completion of the agreement and will meet all applicable requirements for retaining public records. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. In the event the Provider's business closes or the Provider is

permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and Sections 119.07(1) or 960.15, Florida Statutes

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, publicrecordsrequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 15. VICTIM SERVICES PRACTITIONER DESIGNATION TRAINING

The Provider will ensure all grant funded staff members complete training through the OAG's Victim Services Practitioner Designation Training.

ARTICLE 16. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and will not sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller Financial Guide.

ARTICLE 17. AUDITS

Pursuant to Section 20.055, Florida Statutes, the Provider and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection or review.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a Non-Federal Entity, meaning a State, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a Federal award as a recipient or subrecipient, as defined in 2 C.F.R. Part 200, Subpart A.

1. In the event the Provider expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. Article 34 to this Agreement indicates the amount of Federal funds disbursed through the OAG by this Agreement. In determining the Federal awards expended in its fiscal year, the Provider will take into account all sources of Federal awards, including Federal resources received from the OAG. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. Part 200, Subpart F.

3. If the Provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F is not required. In the event the Provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F, the cost of the audit must be reimbursed from non-Federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than Federal entities), as mandated in Title 2 C.F.R Part 200, Subpart E.

ARTICLE 18. AUDIT REPORT SUBMISSION

Audits must be submitted no later than 150 days following termination or expiration of the Agreement.

1. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by § 200.512, or on behalf of the Provider directly to the following:
 - A. Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

2. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with 2 C.F.R. 200, et. seq., as applicable.
3. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 19. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F, by entering into this Agreement, the Provider will comply and cooperate with any monitoring procedures/processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, the Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state law, or the Code of Federal Regulations, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of the Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to a Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 20. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to

Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 21. PUBLIC ENTITY CRIME

Pursuant to Section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliate's placement thereon.

ARTICLE 22. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive the Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 23. PATENTS, COPYRIGHTS, AND ROYALTIES

If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the Agency. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary

rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

To the extent permissible by law, the Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement, without exception.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

The U.S. Department of Justice, Office of Justice Programs (OJP), reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a Provider purchases ownership with this Grant.

The Provider acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Grant; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General).

ARTICLE 24. INDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and

their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

The Provider agrees to assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services. **Nothing in this this section or this Agreement is intended to waive the provisions of Section 768.28, Florida Statutes. This section is not applicable to agreements executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

ARTICLE 25. TERMINATION OF AGREEMENT

This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

In the event funds for payment pursuant to the Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by email, or by hand delivery with proof of delivery to the representative of the Provider responsible for administration of the Agreement. The OAG will be the final authority as to the availability and adequacy of funds.

If this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of the Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by virtue of any termination by the OAG or breach of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 26. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of Article 8, Authorized Expenditures.

ARTICLE 27. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C §§ 10228 and 10221 (a))the Victims of Crime Act, as amended (34 U.S.C § 10 €)); The Juvenile Justice and Delinquency Prevention Act of 2002, as amended (34 U.S.C. § 111 82(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C.§ 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §7 94), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C.§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not to discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The Provider will ensure that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with any of its programs and activities are not discriminating against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <http://ojp.gov/about/offices/ocr.htm>.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self-reporting by August 31, 2020. The training modules are available at <http://ojp.gov/about/ocr/assistance.htm>.

Pursuant to Section 287.134, Florida Statutes), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit a response on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the term of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs).

ARTICLE 28. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 29. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. _____ awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY). Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The <Provider name> is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider by the OAG upon request.

ARTICLE 30. EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

The Provider will utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

ARTICLE 31. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement, no third party may rely upon this Agreement or the rights and representations created by it for any purpose.

ARTICLE 32. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. The OAG's contract administrator is the Bureau Chief, Christina F. Harris. All notices must be given to the parties' contract administrator. The Provider's contractor administrator will be provided. If a party's contractor administrator changes, notification to the other party should be made in writing. A change to the contract administrators will not require a formal amendment.

ARTICLE 33. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. Any and all litigation arising under the Agreement will be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 34. AMOUNT OF FUNDS

The OAG will reimburse the Provider for services completed for the Grant Period as the entire Time of Performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of the Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed \$4,919,980.00.

ARTICLE 35. ENTIRE AGREEMENT

This Agreement, and Attachments A, B, C, D, E, and F, attached hereto and incorporated by reference herein and more specifically described below, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties.

Standard Assurances is incorporated by reference herein and is attached hereto as Attachment "A."

The Victims of Crime Act (VOCA) Section 539, Consolidated and Further Continuing Appropriations Act, 2013, Special Conditions Certification Form is incorporated by reference herein and is attached hereto as Attachment “B.”

The Equal Employment Opportunity Plan Form and Instructions are incorporated by reference herein and are attached hereto as Attachment “C.”

The Certification Regarding Debarment and Instructions are incorporated by reference herein and are attached hereto as Attachment “D.”

The Related Parties Questionnaire is incorporated by reference herein and is attached hereto as Attachment “E.”

The U.S. Department of Justice Office of Justice Programs, Office for Victims of Crime Grant Award Document and the approved AEAP Budget Narrative by Service Area are incorporated by reference herein and are attached hereto as Attachment “F.”

There are no representations or statements that are relied upon by the Provider that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA, AEAP, grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive AEAP, VOCA or other funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the Grant Period.

Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, have executed this agreement.

Authorizing Official

Richard Martin, Chief of Staff

Print Name

Print Name

Date

Date

Authorizing Official

Print Name

Date

FEID# of Provider

SAMAS Code

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

Donna P. Korn, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

Digitally signed
by Eric Abend
Date: 2020.06.19
14:40:50 -04'00'

Office of the General Counsel

ATTACHMENT A
OFFICE OF THE FLORIDA ATTORNEY GENERAL
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U.S. Department of Justice
Office of Justice Programs
Office for Victims of Crime

AWARD CONTINUATION
SHEET
Grant

1. 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 certifications or assurances 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.
Failure to comply with any one or more of these award requirements—whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period—may result in the Office of Justice Programs (“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. The Department of Justice (“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.
2. 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 2018 award from OJP.
The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 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 2018 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.

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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.

3. 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.

4. 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 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.

5. 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.

6. 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 adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. 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.

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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).

8. 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, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) 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.

9. 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 requirements 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.

10. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

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, \$150,000). 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 \$150,000)), and are incorporated by reference here.

11. 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

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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.

12. **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").
13. **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.
14. **OJP Training Guiding Principles**
Any training or training materials that 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>.
15. **Effect of failure to address audit issues**
The recipient understands and agrees that the DOJ award 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.
16. **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 performance of this award, if the recipient is

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designated as "high-risk" for purposes of the DOJ high-risk grantee list.

17. 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.
18. 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."
19. 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, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
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 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 the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," 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.
20. Restrictions on "lobbying"
In general, as a matter of federal law, federal funds awards 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.

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21. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)
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, 2018, are set out at <https://oip.gov/funding/Explore/FY18AppropriationsRestrictions.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.
22. Reporting potential fraud, waste, and abuse, and similar misconduct
The recipient, and any subrecipients ("subgrantees") 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 Claim 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).
Additional information is available from the DOJ OIG web site at <https://oig.justice.gov/hotline>.
23. 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 related to classified information), Form 4414 (which related 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

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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.

24. 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.

25. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Message 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.

26. Requirements 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.

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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.

27. The recipient, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and right to examine all records, books, paper or documents related to the VOCA grant.
28. The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipients. Recipients must submit this information through the automated system.
29. **VOCA Requirements**
The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:
 - a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
 - b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
 - c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.
30. **Demographic Data**
The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
31. **Discrimination Findings**
The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.
32. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities.

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under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

33. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (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 \$25,000, 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).

34. "Methods of Administration" – monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" – Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

35. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

36. 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

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"SAM"), to the designated federal integrity and performance system (currently, "FAPIS"). 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, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

37. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds 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 has 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).

Agency Name:

Name of Authorized Official:

Signature of Authorized Official:

Date Signed:

Victims of Crime Act (VOCA) Section 539, Consolidated and Further Continuing Appropriations Act, 2013, Special Conditions Certification Form

Section 539 of the Consolidated and Further Continuing Appropriations Act, 2013 provides the following requirement:

Computer Network Requirement

The recipient understands and agrees that:

- a) No award funds may be used to maintain or establish a computer network system unless such network blocks the viewing, downloading, and exchanging of pornography, and
- b) Nothing in item (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
 - Each VOCA subgrantees must have some type of blocking software, if their networks are supported ("maintained") by VOCA funds;
 - This includes the purchase of new computer equipment (computers, monitors and printers), or software of any kind (new and/or updates) for the computer network system.

AGENCY CERTIFICATION:

- ☐ VOCA funding is **NOT USED** to maintain or establish a computer network system.
- OR -
- ☐ VOCA funding is **USED** to maintain or establish a computer network system. However, the computer network system is (select one below):
- ☐ **Is currently** blocking the viewing, downloading, and exchanging of pornography, or
 - ☐ **Is not able** to block the viewing, downloading and exchanging of pornography . Anticipated date of blocking software purchase _____. (fill in date), or
 - ☐ Exempt because organization is a Federal, State, tribal, or local law enforcement agency, or an entity carrying out criminal investigations, prosecutions, or adjudication activities.

Agency Name: _____

Name of Authorized Official: _____

Signature and Title of Authorized Official: _____

Date of Certification: _____

OAG Staff Only:

☐ Approved

☐ Not Approved

Approved By _____

Date Approved _____

Certification Form Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name:		DUNS Number:
Address:		
Grant Title:	Grant Number:	Award Amount:
Name and Title of Contact Person:		
Telephone Number:	E-Mail Address:	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Recipient has less than fifty employees.
 ☐ Recipient is an Indian tribe.
 ☐ Recipient is a medical institution.
☐ Recipient is a nonprofit organization.
 ☐ Recipient is an educational institution.
 ☐ Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
 certify that _____ [recipient] is
 not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
 I further certify that _____ [recipient]
 will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
 services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official],
 certify that _____ [recipient],
 which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
 \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
 twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
 federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
 Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
 _____ [organization],
 _____ [address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
 certify that _____ [recipient],
 which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
 accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
 Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E.

All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients of awards from OJP and OVW should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then upload the signed document into the appropriate grant file in OJP's Grants Management System. *The document must have the following title: EEOP Certification.* Recipients of awards from COPS should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

CERTIFICATION REGARDING DEBARMENT

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

**U. S. DEPARTMENT OF JUSTICE
OFFICE OF THE COMPTROLLER
OFFICE OF JUSTICE PROGRAMS**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67.510. Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 B 19211).

1. The prospective lower tier participant certifies, by submission of the proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

ATTACHMENT E

RELATED PARTIES QUESTIONNAIRE

This form must be completed and signed by the Executive Director or an agency official who is authorized to enter into contractual agreements. Attach additional pages if needed.

1. Are there currently any family relationships that exist between the board of directors, the agency's principal officers, the agency's employees, and any independent contractors? YES/NO
☐

If yes, describe any and all family relationships that exist.

2. Are you aware of any interests, direct or indirect, that exist with the current board of directors, the current agency principal officers, the current agency employees, or any current independent contractors in the following area?

- (a) Sale, purchase, exchange, or leasing of property?
(b) Receiving or furnishing of goods, services, or facilities?
(c) Transfer or receipt of compensation, fringe benefits, or income or assets?
(d) Maintenance of bank balances as compensating balances for the benefit of another?

YES/NO

☐

☐

☐

☐

If yes to any above, describe any and all interests that you are aware of at this time.

3. Are any current board of directors, current agency's principal officers, current agency's employees, or any current independent contractors indebted to the agency? YES/NO
☐

If yes, describe the nature of the debt.

4. Have any current board of directors, current agency principal officers, current agency employees, or any current independent contractors misappropriated assets or committed other forms of fraud against the agency? YES/NO
☐

If yes, describe the nature of the misappropriation.

By signing this form, I hereby certify that the information contained in this questionnaire is true and accurate to the best of my knowledge and belief. I acknowledge my obligation to notify the Office of the Attorney General VOCA Grant Manager for this contract of any changes to the information provided.

Signature

Date

Print Name

Title

 <p>Department of Justice (DOJ) Office of Justice Programs Office for Victims of Crime</p>		Grant		PAGE 1 OF 15	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Florida Department of Legal Affairs 107 West Gaines Street Tallahassee, FL 32399-6549		4. AWARD NUMBER: 2020-V7-GX-0004			
		5. PROJECT PERIOD: FROM 02/14/2018 TO 09/30/2022 BUDGET PERIOD: FROM 02/14/2018 TO 09/30/2022			
		6. AWARD DATE 06/10/2020		7. ACTION Initial	
2a. GRANTEE IRS/VENDOR NO. 596001975		8. SUPPLEMENT NUMBER 00			
2b. GRANTEE DUNS NO. 809385313		9. PREVIOUS AWARD AMOUNT \$ 0			
3. PROJECT TITLE Anti-terrorism and Emergency Assistance Program Grant		10. AMOUNT OF THIS AWARD \$ 9,801,224			
		11. TOTAL AWARD \$ 9,801,224			
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 34 U.S.C. § 20101(d)(5) and 34 U.S.C. 20105(b)					
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.321 - Antiterrorism Emergency Reserve					
15. METHOD OF PAYMENT GPRS					
AGENCY APPROVAL		GRANTEE ACCEPTANCE			
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Gary L. Howze Director			
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE	
AGENCY USE ONLY					
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X G V7 40 00 00 9801224		21. VV7PGT0005			



Department of Justice (DOJ)
Office of Justice Programs
Office for Victims of Crime

**AWARD CONTINUATION
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PROJECT NUMBER 2020-V7-GX-0004

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SPECIAL CONDITIONS

1. 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), 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.



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**AWARD CONTINUATION
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PROJECT NUMBER 2020-V7-GX-0004

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SPECIAL CONDITIONS

2. 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 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 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 2020 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.

3. 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.

4. 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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**AWARD CONTINUATION
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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) 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, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration 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 the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, 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.

6. 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.

7. 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 adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. 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).



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9. 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) and (2).

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) and (2) 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) and (2).

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), 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



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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) and (2).

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. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. 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 200.79) 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.

11. 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.

12. 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.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

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. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. 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.



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14. 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.

15. 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.

16. 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").

17. 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.

18. 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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19. 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.

20. 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.

21. 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.

22. 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."

23. 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.



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24. 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.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) 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 that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.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.

26. 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>.



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27. 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.



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28. 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.

29. 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.

30. 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. 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.

31. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

32. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (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 \$25,000, 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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33. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.
34. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
35. The recipient shall submit semiannual progress reports. Progress 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://grants.ojp.usdoj.gov/>.
36. 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.

37. 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.

38. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was 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 2020, are available until the end of FY 2023).



Department of Justice (DOJ)
Office of Justice Programs
Office for Victims of Crime

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 15

PROJECT NUMBER 2020-V7-GX-0004

AWARD DATE 06/10/2020

SPECIAL CONDITIONS

39. Within 90 days of the date of award, the grantee will submit to the Office for Victims of Crime for review and approval its policies and procedures that it has established to maintain the confidentiality of victims' names, addresses, telephone numbers, or any other identifying information, and its policies and procedures relating to information sharing between partners. In addition, the grantee must submit a signed, written certification that data privacy and sharing protocols comport with the confidentiality and privacy rights and obligations of federal law or the grantee jurisdiction's laws, court rules, or rules of professional conduct applicable to the work performed by the grantee.



Department of Justice (DOJ)

Office of Justice Programs

Office for Victims of Crime

Washington, D.C. 20531


Memorandum To: Official Grant File

From: Zoe E. French, Grant Program Coordinator

Subject: Categorical Exclusion for Florida Department of Legal Affairs

The purpose of this award under the OVC Antiterrorism and Emergency Assistance Program is to enable the Florida Department of Legal Affairs to provide support to the victims of the mass violence shooting at the Marjory Stoneman Douglas High School in Parkland, FL on February 14, 2018. Funding will provide supplemental crisis response and consequence management services in the form of trauma informed, evidence-based healing and resiliency services to the students, families, employees, and first responders who survived the MSD massacre.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in 28 C.F.R. Part 61, Appendix D, paragraph 4(b). Additionally, the proposed action is neither a phase nor a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

	Department of Justice (DOJ) Office of Justice Programs Office for Victims of Crime		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
			Grant	
		PROJECT NUMBER 2020-V7-GX-0004	PAGE 1 OF 1	
This project is supported under 34 U.S.C. § 20101(d)(5) and 34 U.S.C. 20105(b)				
1. STAFF CONTACT (Name & telephone number) Anne Hamilton (202) 598-6987		2. PROJECT DIRECTOR (Name, address & telephone number) Anna Phillips Senior Management Analyst PL-01 The Capitol Tallahassee, FL 32399-1050 (850) 414-3343		
3a. TITLE OF THE PROGRAM OVC FY 2020 Antiterrorism and Emergency Assistance Program (AEAP) for Crime Victim Compensation and Assistance			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT Anti-terrorism and Emergency Assistance Program Grant				
5. NAME & ADDRESS OF GRANTEE Florida Department of Legal Affairs 107 West Gaines Street Tallahassee, FL 32399-6549		6. NAME & ADDRESS OF SUBGRANTEE		
7. PROGRAM PERIOD FROM: 02/14/2018 TO: 09/30/2022		8. BUDGET PERIOD FROM: 02/14/2018 TO: 09/30/2022		
9. AMOUNT OF AWARD \$ 9,801,224		10. DATE OF AWARD 06/10/2020		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) This award to the Florida Department of Legal Affairs (FDLA) is funded under the Fiscal Year 2020 Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance, which is designed to provide supplemental crime victim compensation and assistance to respond to acts of terrorism or mass criminal violence in the United States. This award will enable FDLA to serve the victims of the Marjory Stoneman Douglas (MSD) High School mass violence shooting in Parkland, FL on February 14, 2018. A gunman killed 14 students and 3 staff members and wounded 17 others in one of the deadliest school massacres in US history. Funding will provide supplemental crisis response and consequence management services to help victims continue to heal and cope with probable re-traumatization. The three subrecipients in this grant, the School Board of Broward County (SBBC), Children's Services Council of Broward County (CSC), and United Way of Broward County (UWBC), in collaboration with the City of Parkland and City of Coral Springs, are providing trauma informed, evidence-based healing and resiliency services to the students, families, employees, and first responders who survived the MSD massacre. NCA/NCF				

PARKLAND, FLORIDA

AEAP GRANT NARRATIVE

PROGRAM NARRATIVE:

A. Statement of Problem

Type of Crime and Description of Crime Event: On February 14, 2018, 14 students and three staff members at the Marjory Stoneman Douglas High School (MSD) in Parkland, Florida were fatally shot and 17 others were wounded, in one of the deadliest school massacres in United States' history. The gunman Nikolas Cruz, age 19 at the time of the incident, was a former student of MSD. At 2:19 p.m. on February 14, 2018, the shooter exited an Uber ride sharing service at MSD armed with a rifle and several hundred rounds of ammunition concealed in a rifle bag. He entered the school through an unstaffed gate that had been opened for school dismissal. He entered the east side of building 12 through an unlocked door. He made his way through all three floors firing into classrooms and hallways and killing or wounding 34 individuals. The shooter fled the scene on foot and was arrested about an hour later in nearby Coral Springs. He confessed to being the perpetrator, and he was charged with 17 counts of premeditated murder and 17 counts of attempted murder.

Identification of the lead law enforcement agency conducting the investigation and lead prosecutor: The Broward County Sheriff's Office (BCSO) is the lead law enforcement agency responsible for investigating the MSD. The 17th circuit Florida State Attorney's Office will be prosecuting the shooter for 17 counts of premeditated murder and 17 counts of attempted murder. In addition, the shooter has also been charged with assaulting an officer in jail in February 2019. The trial is anticipated to begin sometime in 2020.

Estimated Number of Direct and Indirect Victims Affected by the Crime:

Direct victims are those that were present at the school at the time of the shooting, including students, faculty, staff and visitors to the campus. There were a total of 3,302 students enrolled at MSD, in addition to 117 faculty and staff. On February 14, there were 3,106 students and 236 personnel on campus. Of those, 17 were killed and 17 others were physically injured.

For each directly impacted victim an extended family multiplier is applied, estimating the number of additional persons who may be deemed at risk for negative consequences. The multiplier is weighted to assume a higher risk applicable to those experiencing traumatic grief at the loss of a loved one and those experiencing additional stressors during recovery from physical injuries sustained in the attack. Research suggests that ten individuals are affected for each person who is killed by homicide and six individuals are impacted for every person who experiences a mass shooting providing a more complete picture of people that will require the evidence-based services.

Primary Impact Type	# of Victims Impacted	Extended Family Multiplier	Total Extended Family at Risk	# of Victims at Risk of Negative BH Consequences
Deaths	17	10	170	170
Wounded	17	6	102	119
Students, faculty and staff not physically injured	5,313	6	31,878	37,191
Subtotal	37,480			
Target Ratio	20%			
Estimated Total # Victims to be Served	7,496			

This classification also includes students, faculty and staff from neighboring Westglades Middle School (WGMS). Gunfire was heard at that school and there was also concern that a shooting was taking place on that campus. Furthermore, several students that fled MSD ran into Westglades for refuge. There were approximately 1,800 students, faculty and staff impacted at that location.

Other indirect victims are also members of law enforcement, medical, coroner's office and other first responders at the scene; staff at area medical facilities who provided immediate emergency and long-term and recovery care; and persons who managed or assisted in the community response and recovery activities and planning. The responder population is considered at high risk for the development of serious mental disorders including anxiety disorders, major depression and posttraumatic stress.

Description of the Applicant's Role in Responding to the Victim Population: The Florida Office of the Attorney General (OAG) is the state's Victim of Crime Act (VOCA) grant applicant. Regional Victim Advocates from the OAG, as well as compensation staff responded directly to the Family Assistance Center (FAC) in the aftermath of the MSD shooting. OAG staff assisted victims with direct and indirect needs, including support through crime victim compensation, and forged collaborative relationships with other service providers to ensure that needs were met. Specific evidence-based services, provided by licensed professionals, is discussed later in this document.

An OVC Consultant was contracted by OVC to help the OAG and OVC assess services provided by the community as well as provide technical assistance as entities work to structure services to the impacted population.

Description of Services that this Funding will support and how these efforts will complement services already in place or respond to unmet need: The School Board of Broward County (SBBC), Children's Services Council of Broward County (CSC), and United Way of Broward County (UWBC) in collaboration with the City of Parkland (Parkland) and City of Coral Springs (Coral Springs) are providing trauma informed, evidence-based healing and

resiliency services to the students, families, employees, and first responders who survived the MSD massacre.

The Amount of Funding Requested and Time Frame for Support: \$9,801,224 million dollars is the requested amount of funding for this application over a 36-month period from the date of the incident.

Description of Outreach and Coordination with Other Public and Private Entities During the Process of Preparing this Request: The Florida OAG collaborated with the OVC Consultant to investigate existing services, identify gaps in services, collect data, conduct interviews, and recommend mechanisms to provide needed assistance. Both the office and/or the OVC Consultant coordinated with the Children's Services Council, the Broward County Public Schools and the United Way of Broward County and a number of smaller organizations to determine victim needs and gaps in services. CSC and UWBC have expended over a million dollars of encumbered funds ensure that behavioral health services and training are provided and to reimburse the City of Parkland for response resources. Furthermore, U.S. Department of Education Project School Emergency Response to Violence (SERV) funds have been received and additional support from this source is being sought. Also, the Medical University of South Carolina (MUSC) conducted a Community-Based Learning Collaborative with the Broward County Public Schools that focused on building capacity and skill for delivery of trauma-focused evidence-based practices. Participants were from several different schools across Broward County.

B. Compensation

Victim Compensation is not being requested in this proposal. To date, compensation has been paid for 347 claims in the total amount of \$377,758 including: Funeral/burial \$104,999; Grief Counseling \$11,244; Loss of Support \$65,203; Medical \$10,868; Mental Health \$173,898; and Wage Loss \$11,546.

C. Project Design and Implementation

The three sub-grantees—School board of Broward County (SBBC), Children's Services Council (CSD), and the United Way of Broward County (UWBC)—are working collaboratively to create a long-term coordinated system of care for the MSD survivors and victims' built around in-school support services for the students and staff led by the SBBC, while the CSC and UWBC simultaneously develop a community-based support network to provide services to students, families, agency staff, and First Responders. This collaborative effort will provide evidence-based: (1) trauma informed therapeutic services to the students, staff and immediate families; (2) navigator services to refer students, families, employees, and First Responders to evidence-based trauma informed therapeutic services; (3) in school and MSD community wellness and resiliency services and activities; and (4) trainings to improve the effectiveness of the clinicians providing the trauma informed and wellness services.

School Board of Broward County (requested amount: \$4,919,980): In the aftermath of the tragedy, Broward County Public Schools (BCPS) has had to deal with an increase in behavioral health issues among the students and staff at MSD and neighboring Westglades Middle School.

As a result, the District has expanded counseling and mental health services provided to victims, their families at MSD and Westglades Middle School (WGMS).

For the remainder of the 2018 school year following the shooting, the existing staff (Guidance Counselors, Social Workers, Family Therapists, and EAP staff) provided the therapeutic and wellness services provided at MSD and WGMS. Additionally, BCPS staff assigned personnel to provide services at the Broward Resiliency Center, which began operations immediately after the tragedy and was located at the Parkland Recreational Center. Under these new demands, District staff was overwhelmed and was not been able to process the increase in mental health issues arising.

Under the AEAP grant, the District is requesting a Program Service Manager, two Social and Emotional Learning Instructional (SEL) Facilitators, two Exceptional Student Education (ESE) Specialists and two ESE Support Facilitators, and an Office Manager to address the increased demand for mental health services and social-emotional learning. Social-Emotional Learning (SEL¹) is a critical focus of the District and is the foundation for all mental health services. SEL requires dedicated staff at MSD and WGMS to help victims establish a positive school climate and emotional equilibrium. Additionally, to handle the increased number of 504 Plans ², the District is requesting two Instructional Facilitators and five (three at MSD and two at WGMS) guidance counselors. An Office manager is needed to help with the additional administrative processes and reporting. This request also includes funding for computers, funding to cover travel costs, and office supplies.

The Employee Assistance Program (EAP) functions as the source of professional competence in handling psychological and social issues affecting BCPS employees, and their family members. The assistance is beneficial for MSD staff affected by the tragedy suffering from behavioral/medical problems that may jeopardize their physical or mental health, work satisfaction and continued employment. To assist MSD and WGMS staff manage trauma and stress related to the tragedy, BCPS proposes adding two EAP Counselors.

Following the shooting the BCPS EAP created a model using a Multi-tiered System of Support (MTSS), which is important to the academic and emotional recovery of the students. The tiered services provided to employees incorporate preventive support made available during the work day (without intrusion). The purpose is to increase coping skills and mitigate service disruption. In addition to providing traditional EAP support of stabilization counseling, assessment and referral, the approach supports increases functioning throughout the work day using a multitude of preventive strategies, including regularly scheduled individual wellbeing checks on the entire MSD staff (including non-school based BCPS employees present on the day of the incident).

¹ SEL Standards are supported by the Collaborative for Academic, Social and Emotional Learning (CASEL) and encompasses five skills competencies – self-awareness, self-management, social awareness, relationship skills, and responsible decision-making. Given the impact of the tragedy, the provision of these SEL skills are more crucial than ever.

² The 504 Plan is a plan developed to ensure that a child who has an identified disability receives accommodations to ensure their academic success and access to the learning environment. In MSD and WGMS, the number of newly eligible 504 Plan students has increased an average of 45.7%.

Regular consultations are conducted with principals and administration during the work week and special attention is also given to any employee (at MSD or WGMS) identified as possibly experiencing spontaneous disruptions to functioning.

The District also implemented an eight-hour evidence- and research-based training program entitled *Youth Mental Health First Aid* and, in the 2017-18 school year, 960 staff in the District completed the training. However, there is a significant gap in the number of staff at MSD and WGMS who could support students in the early stages of developing a mental health problem or in a mental health crisis. Each year, the prevalence of mental disorders in children and youth is estimated to be approximately 20 percent. At MSD and WGMS, the prevalence is much higher. Many young people are not seeking or accessing any professional help with their mental disorders. The District will provide *Youth Mental Health First Aid* training and materials to teachers and staff in the Marjory Stoneman Douglas and Westglades schools under this grant.

Since the shooting, the District counted on the expertise of the National Center for School Crisis and Bereavement (NCSCB). NCSCB is dedicated to helping schools support their students through crisis and loss. The District would like to continue collaborating with NCSCB over the course of this grant, specifically for MSD and WGMS. Funds for NCSCB has provided four onsite consultation visits of two days and requests on-gong support of 12 on-site visits over the course of the grant.

The District has also worked closely with The Center for Mind-Body Medicine (CMBM) and would like to continue this collaboration. Founded in 1991 by James S. Gordon, MD, The CMBM has been providing trauma relief for over 25 years. CMBM's approach to wellness is grounded in practical, evidence-based skills for self-care, nutrition, self-awareness, and group support. CMBM proposes to conduct Comprehensive Wellness Training for carefully selected school counselors, social workers, teachers, and key community groups at MSD, WGMS and the supporting social service infrastructure. Training activities include planning visit, Initial Mind Body Medicine (MBM) Training, Advanced MBM Training, supervision of small MBM groups, reunion workshops, leadership training, and on-going consultation for leadership team and others.

Finally, in order to implement the AEAP grant with fidelity and be able to report on deliverables, the District requests a Program Services Manager. The Program Manager will be responsible for coordinating AEAP recovery efforts in collaboration with the Resiliency Center Director (see below). The position will be responsible for assuring coordination and cohesiveness of projects related to: mental/behavior health activities and expeditious management of needs as identified by impacted students, families and staff. The Program Service Manager is a school-based position at MSD that will be responsible for coordinating recovery efforts and communicating with students, families and staff directly impacted by the tragedy. This position will work with the District administration to provide critical support to the management and implementation of all MSD and WGMS school-based recovery activities.

Children's Services Council (CSC) (requested amount: \$3,801,025): Children's Services Council (CSC) mission is to provide leadership, advocacy and resources necessary to enhance the lives of the children of Broward County and empower them to become responsible, productive adults through collaborative planning and funding of a continuum of services. The organization funds close to a hundred programs that serve children and families, advocates for

policies that protect the interests of future generations and provides leadership that brings the child-serving community together.

The CSC is responsible for providing the following services to the MSD and WGMS survivors and victims: (1) the community-based trauma informed therapeutic services; and (2) navigator services to refer people to the appropriate health and wellness services. These navigator services will be offered at the AEAP funded Community Healing Center (CHC) located in close proximity Marjory Stoneman Douglas High School. CSC is also seeking reimbursement for trauma informed therapeutic services and trainings provided to the service providers implementing the trauma informed modalities listed below prior to the official AEAP grant award.

The evidence-based modalities to be reimbursed include the following Individual/Family therapy for Trauma Care Coordination: Trauma Incident Reduction (TIR), Trauma Focused – Cognitive Behavioral Therapy (TF-CBT), Eye Movement Desensitization and Reprocessing Psychotherapy (EMDR), Cognitive Processing Therapy (CPT), Cognitive Behavioral Therapy (CBT), Interpersonal Therapy (IPT), Trauma and Grief Component Therapy (TGCT), Grief Group Therapy (EBP), Telehealth, Functional Family Therapy (FFT), Multi-Systemic Therapy (MST), Alternatives for Families Cognitive Behavioral Therapy (AF-CBT).

The CSC will contract out the provision of the trauma informed therapeutic services to Broward Behavioral Health Coalition (BBHC), and the navigator services to Jewish Adoption and Family Care Options (JAFCO). JAFCO has been contracted by CSC to operate a resiliency center, Eagle's Haven, for the survivors and victims of the MSD tragedy. A Resiliency Center is intended to offer service navigation, case management and behavioral health support for victims in families in a permanent location. JAFCO is a non-profit organization which provides services to abused and neglected children in south Florida. JAFCO provides a full continuum of high-quality family services in Broward County. JAFCO's strives to provide a model child welfare program that provides a full continuum of high-quality services such as family preservation, case management, trauma informed therapy, mentoring, family enrichment, and respite services to children and their families.

CSC is requesting funds for JAFCO to operate the Resiliency Center. CSC is responsible for the leasing and maintenance of Eagle's Haven. Through the grant, JAFCO is providing navigator services to the survivors and victims' by licensed and/or master level therapists. Eagle's Haven offers private space to host individual and small group trauma informed therapy sessions, and a larger meeting room for health and wellness events for the victims and survivors of the MSD shooting. The CSC will reimburse BBHC for the trauma informed services provided. Please note the survivors and victims may also use private therapists or receive services directly from the Broward County Public Schools' licensed Social Workers.

Finally, CSC is requesting funds to reimburse the City of Parkland for operation of a family assistance center (FAC) and a temporary resiliency center and additional school security for MSD and WGMS. Different from a resiliency center as mentioned above, a FAC functions as a secure area that serves to offer a variety of resources and information to victims and family members impacted by an incident of mass violence; share situational updates; provide behavioral health and emotional support to family members and friends. This is intended to be a temporary resource in the days immediately following an incident. The enhanced security for the duration

of the school year was primarily due to the increase in threats received by the schools; however, the presence of the additional law enforcement also mitigated some of the trauma for students, faculty and staff so they could complete the school year feeling some level of safety.

United Way of Broward County (requested amount \$1,080,219): United Way of Broward County (UWBC) will provide (or provide access to) evidence-based therapeutic services to law enforcement, paramedics, emergency workers, fire rescue, 9-1-1 operations staff, and their families to effectively assist those adults and children impacted by the Marjory Stoneman Douglas February 14th Massacre.

UWBC will also offer workshops and trainings for parents, MSD faculty and staff, counseling professionals, city employees, and first responders as identified above. Workshops will include evidence-based mental health awareness training focused on identification of mental illness signs and symptoms, safe de-escalation of crisis situations, and linkage to relevant and needed services and resources. Screening and Brief Intervention and referral to treatment (SBIRT) trainings and other preventative strategies and the identification of stress, anxiety, and depression in adults and youth. Additionally, recipients will receive exposure to prevention strategies and helpful hints in identifying those who have increased risk factors. Workshops by 211 First Call for Help Broward will educate the community on how to access resources.

Since first responders are resistant to seeking help, UWBC is also proposing a media campaign with outreach materials to adequately educate this population about services available.

D. Capabilities and Competencies

The Florida OAG current manages approximately \$220 million dollars in VOCA funding, supporting 266 contracts in the state. The agencies recommended for funding in this application have long histories of managing a variety of funding sources, serving people in need, and evaluating success.

E. Plan for Collecting the Data Required for this Invitation's Performance Measures

The Florida OAG is committed to ensuring that all supplemental money awarded under the AEAP grant would be used for the recovery of the victims from the MSD shooting on February 14, 2018. Reporting and submission of invoices will be done manually. Sub-grantees will be required to register electronically with the State of Florida at MyFloridaMarketPlace for payments and adhere to all required State and Federal rules and statutes. Documentation supporting the costs requested will be required with each invoice and performance data will be required on a regular basis. Performance measures will be collected and reported to OVC in accordance with the measures noted in the Fiscal Year 2020 AEAP Solicitation.

AEAP BUDGET NARRATIVE BY SERVICE AREA

SCOPE OF VICTIM POPULATION IN NEED: Fourteen (14) students and three staff members at the Marjory Stoneman Douglas High School (MSD) in Parkland, Florida were fatally shot and 17 others were wounded, in one of the deadliest school massacres in United States' history. 3,302 students attend MSD (grades 9-12) and there 266 faculty and staff. In the neighboring Westglades Middle School (WGMS), where many students from MDS fled, there are approximately 1,800 students, faculty and staff. For those victims that are deceased, conservatively estimate ten impacted survivors (secondary victims) for another 170 individuals directly related to the crime. The multiplier is weighted to assume a higher risk applicable to those experiencing traumatic grief at the loss of a loved one and those experiencing additional stressors during recovery from physical and psychological injuries sustained in the attack. It is further estimated that for physically and psychologically injured and victims, six others are impacted. This is an additional 37,310 individuals impacted by the crime. Furthermore, it is estimated that at least 1,200 other secondary victims, i.e.: first responders from police, fire, emergency medical services, the hospital, and the medical examiner's office directly assisted with efforts to rescue and assist victims.

Please note that any hiring under this grant will be in accordance with Federal procedures and Florida state law.

Licensed or other accredited staff in accordance with generally accepted standards will provide all treatment services provided. The services and treatments provided will also be in accordance with evidenced-based, empirically based, and/or generally accepted industry standards.

Each agency will depreciate equipment with generally accepted accounting standards and manage it at the end of the period in accordance with their own equipment policy. Any equipment purchased under this grant will not be returned to the federal government.

BROWARD COUNTY SCHOOL DISTRICT:

Personnel (includes fringe) (years 1-3)	FTE Service Manager	389,490
	Office Manager	235,709
	2 FTE Instructional Facilitators-SEL/504	478,478
	3 FTE Guidance Counselors – MSD	765,109
	2 FTE Guidance Counselors – WGMS	510,073
	2 FTE EAP Counselors	603,307
	2 FTE ESE Specialists	522,709
	2 FTE ESE Support Facilitators	441,813
	<i>Sub-total</i>	<i>3,946,421</i>
Travel (years 1-3)	Mileage for personnel to attend training, visit impacted MSD victims and carry out program related activities	45,000
Equipment (year 1 only)	Computers, cell phones	15,270
Office supplies (years 1-3)	Basic supplies for new staff	9,000
Project supplies (years 1-3)	MSD clubs related to supporting student victims	36,000

Student Success Initiatives (years 1-3)	Behavioral health training, support and guidance	90,000
	National Center for School Crisis and Bereavement – 4 onsite visits + travel	85,000
	Center for Mind Body Medicine Training	300,000
	Youth Mental Health First Aid Train the Trainers	149,100
	<i>Sub-total</i>	<i>629,100</i>
Total direct		4,680,791
Indirect	5.1%	239,189
TOTAL		4,919,980

Narrative: This budget item includes costs incurred by Broward County School District as a direct result of the MSD shooting. The District is requesting funds to support the additional staff and services that have been necessary to respond to the needs of the students, faculty and staff of MSD and neighboring WGMS.

Personnel costs include:

- The Service Manager is a school-based position at MSD that is responsible for coordinating recovery efforts and communicating with students, families and staff directly impacted by the tragedy. This position works with administration to provide critical support to the management and implementation of all school-based recovery activities. (\$126,012 per year, including fringe benefits, with a 3% increase each year).
- Office Manager (1 FTE): Provide clerical support for additional staff. (\$76,259/year, including fringe benefits, with a 3% increase each year).
- Social-Emotional Learning (SEL) Instructors (2 FTE): Assist victims at MSD and WGMS establish a positive school climate and emotional equilibrium (\$77,401 x 2/year, including fringe benefits, with a 3% increase each year).
- Guidance Counselors (5 FTE): Address the increased student 504 Plans and other academic guidance required as a result of the shooting (\$88,512 x 5/year, including fringe benefits, with a 3% increase each year).
- Employee Assistance Program Counselors (2 FTE): Support employees at MDS and WGMS providing recovery related mental health services. The assistance has been beneficial for staff affected by the tragedy suffering from behavioral/medical problems that may jeopardize their physical or mental health, work satisfaction and continued employment (\$97,594 x 2/year, including fringe benefits, with a 3% increase each year).
- Exceptional Student Education (ESE) Specialists (2FTE) and Support Facilitators (2FTE): Address the increased demand for mental health services and social-emotional learning at MSD and WGMS (\$84,513 x 2/year and \$71,470 x 2/year respectively, including fringe benefits, with a 3% increase each year).

A variety of behavioral health services have been implemented since the shooting and continue to be provided through a Wellness Center established at MSD for those impacted by the shooting. BCPS is collaborating with the Children's Services Council and United Way of

Broward County to coordinate appropriate off-site behavioral health services. Training and support has been made available for faculty and staff of MSD and WGMS:

- MSD would like to host several guest speakers (including experts with experience in mass school shootings), trainings, and other programs to provide guidance, hope, and collective support to recover from the tragedy. Support for ongoing technical assistance of two National Center for School Crisis and Bereavement experts. Funds include reimbursement for four on-site consultations (two days each) and travel expenses with two specialists, in addition to 14 two-day follow-up visits over the duration of the grant period (\$650/day x 36 days for 2 specialists + travel with a total estimated cost of \$90,000 – see budget worksheet). The Center for Mind-Body Medicine will continue to offer multi-day wellness trainings during the duration of the grant period for MSD and WGMS staff and students. Since the shooting, seven trainings have been provided to key stakeholders, such as the Mayor of Parkland and the Principals of MSD and WGMS, teachers, social workers, nurses, coaches, non-profit providers, parents, and youth. The request is for salaries plus fringes (\$96,701), training activities (\$45,434). These funds will also support expenses of running on-going mind-body skills groups and workshops for MSD and WGMS teachers, staff, parents, and peer counselors. In addition, an intensive program of experiential education in mind-body medicine is underway for 130 students who will share it with their peers.
- Youth Mental Health First Aid Train the Trainers to occur three times (@ \$39,000 per event) at MSD where ninety new trainers will be trained. Manuals and Supplies to support training of the ninety new trainers is estimated at \$32,100.

SOLE SOURCE JUSTIFICATION:

The shooting occurred at Marjorie Douglas Stoneman High School, which is in the Broward County School District. Since MSD is the location of the shooting and the high school remains operational, there is a need to provide expanded services to address the myriad of needs of students, faculty and staff. This would fall under a government to government transfer.

Declaration: The sole source, non-competitive bid and selection for this project are in the best interest of the victims of this act of mass violence/terrorism. Delay in services would have further traumatized victims, particularly since the victims already received these services.

Conflict of Interest Review: The Florida Office of the Attorney General (OAG) has no fiduciary or established business relationship with the Broward County Public Schools. The Florida OAG affirms that the United Way is a county government agency and no conflict of interest exists in the selection and employment of this organization.

CHILDREN’S SERVICES COUNCIL:

Personnel	Senior Program Manager (FTE)	158,620
	Contract Accounting Manager (.5 FTE)	77,250
	Accounts Payable Manager (.5 FTE)	46,854
	Fringe	111,182
	Sub-total	393,906

Behavioral health services	Reimbursement for services	\$31,832
	Assessment and therapy (630 clients)	738,195
	Group therapy (440 clients)	132,000
	Sub-total	902,027
Behavioral health training (years 1-3)	Training to providers	320,000
Operation of Eagle's Haven (Resiliency Center) (years two and three)	Salaries	855,239
	Clinical Director, Assistant Director, 4 Navigators, Program Support Coordinator (includes fringe)	
	Phone, copies, office supplies	23,264
	Psychiatrist/Psychologist Consultant	10,000
	Wellness workshops for survivors/clients	18,000
	Emergency Family support services	150,500
	Professional sub-contracted BH services	48,660
	Mileage (3 staff local travel)	7,501
	Lease and maintenance	154,958
	Utilities	61,630
	Renovations	15,000
	Sub-total	1,344,752
Equipment and supplies (year two only)	Computer, printer, phone, office supplies, software licenses for grant management and Resiliency Center	44,793
Reimbursement	City of Parkland FAC expenses	450,000
Total Direct		3,455,478
Indirect	10%	345,547
TOTAL		3,801,025

Narrative: This budget item includes costs incurred by the Children's Services Council of Broward County (CSC) as a direct result of the MSD shooting. Personnel has been hired to manage the behavioral health resources and the disbursement of funds.

Personnel:

Senior Program Manager (FTE) - This position is responsible for administering the CSC's contracts for various programs targeting children and families directly impacted by the Marjory Stoneman Douglas Tragedy (MSD).

Accounting Manager (.5 FTE) - This position provide contracts compliance analysis and review, conduct financial and administrative reviews of various providers, offer technical assistance to providers as needed, and perform accounting and other fiscally related activities for CSC programs directly related to the MSD tragedy. Additionally, this position will assist in the development of policies and procedures related to financial activities and monitoring to ensure CSC adheres to all federal grant requirements.

Accounts Payable Specialist (.5 FTE) - This position is responsible for providing support and coordinating activities related to general accounting and all accounts payable activities for CSC related to the programs funded due to MSD tragedy. This position coordinates, implements and monitors operational policies and procedures for the efficient maintenance and processing of all accounts payable transactions.

CSC immediately utilized encumbered funds for behavioral health services to minimize a gap in service provision. Broward's public behavioral health system is under the jurisdiction of the Florida Department of Children and Families (DCF). DCF privatized its service system through the development and contractual relationships with local Managing Entities to provide the administration, management, support and oversight of the State and federally funded behavioral health services. In 2011, DCF designated the Broward Behavioral Health Coalition, Inc. (BBHC) as Broward's local Managing Entity, which provides a comprehensive system of care for substance use, mental health, and co-occurring disorders for individuals in Broward County.

CSC has also supported training for behavioral health providers to be certified through the Center for Mind-Body Medicine (CMBM). CMBM is the world's largest, most effective program for healing population-wide psychological trauma. The trainings teach evidence-based techniques for emotional well-being and nutritional health. The CMBM model trains local service providers and community leaders to teach simple stress-relief and resilience-building skills in the context of small, supportive groups. Approximately 40 providers will be trained over the grant period to provide services to families, children and teachers impacted by the MSD shooting. Additional providers have been trained in other evidence based techniques (EMDR, FFT, CBT, etc.) and are providing services to the impacted population.

CSC is also seeking funds to support the operation of Eagles Haven, the MSD resiliency center as well as behavioral health services for students and parents impacted by the MSD shooting. The Jewish Adoption and Family Care Options (JAFCO) provides staffing for the day-to-day operations of Eagle's Haven. JAFCO is supported by CSC.

CSC has also agreed to provide reimbursement to the City of Parkland for the costs incurred to establish and operate the Family Assistance Center and other related responses following the shooting. The City of Parkland opened a FAC at the Community Recreation Center in the days following the shooting. A Family Assistance Center ("FAC") functions as a secure area that serves to offer a variety of resources and information to victims and family members impacted by an incident of mass violence; share situational updates; provide behavioral health and emotional support to family members and friends. This is intended to be a temporary resource in the days immediately following an incident. A Resiliency Center is intended to offer service navigation, case management and behavioral health support for victims in families in a more permanent location. The City supplied the facility, operating costs law enforcement overtime for security for the FAC. In addition, costs were incurred to relocate running recreation center programs. Upon the closing of the FAC, the City opened a temporary Resiliency Center in an annex building at the Recreation Center and they are seeking reimbursement for those operating costs. This temporary Resiliency Center closed when Eagle's Haven opened. Furthermore, due to the increased threats of violence in the Broward County schools, additional law enforcement

security was provided in all of the schools. Reimbursement is being sought for only MSD and WGMS from March 1, 2018 to the end of the school year, June 6, 2018. This is for the hiring of an additional school resource officer at each school at overtime for 51 officers at MSD and 10 officers at WGMS (\$194,252.73: MSD \$150,811.33 + WGMS \$43,441.40). A school resource officer is a sworn law enforcement officer responsible for safety and crime prevention in schools. Their duties include developing and implementing safety plans to ensure that the schools are safe environments for students to learn. The over time for the additional law enforcement was strictly for security purposes and they were not a part of the school infrastructure. While the need for enhanced security was primarily due to the increase in threats received by the schools, the presence of the additional law enforcement mitigated some of the trauma for students, faculty and staff so they could complete the school year feeling some level of safety. No consumables are a part of this request.

SOLE SOURCE JUSTIFICATION: The Children's Services Council (CSC) funds close to a hundred programs that serve children and families, advocates for policies that protect the interests of future generations and provides leadership that brings the child-serving community together. CSC is ingrained in Broward County as the agency that supports programs for youth. They have experience in contract management for mental health services. There is no other entity in the geographic area that does this work. These services would fall under a government to government transfer.

Declaration: The sole source, non-competitive bid and selection for this project are in the best interest of the victims of this act of mass violence/terrorism. Delay in services would have further traumatized victims, particularly since the victims already received these services.

Conflict of Interest Review: The Florida Office of the Attorney General (OAG) has no fiduciary or established business relationship with the Children's Services Council (CSC) of Broward County. The Florida OAG affirms that the CSC is an independent taxing authority in Broward County and no conflict of interest exists in the selection and employment of this organization.

UNITED WAY OF BROWARD COUNTY:

Personnel (includes fringe) (years 1-3)	Director/Navigator (FTE) Community Liaison (FTE) Sub-total	253,125 150,000 403,125
Travel (years 1-3)	Local travel (3,141 miles x .58/mile) for two employees	10,930
Equipment (year one only)	Laptop computers for 2 employees	1,447
Supplies (years 1-3)	Program Supplies (Paper, ink, cartridges, other misc. supplies) \$75.00 per month for 12 months for 2 staff.	2,700
Behavioral Health services (years 1-3)	Therapy for responders' families Wellness groups Materials for workshops/training	180,000 30,000 15,000

	Counseling training and therapeutic services	350,000
	Sub-total	575,000
Outreach materials (years 1-3)	First responder materials	7,000
Total Direct		1,000,202
Total Indirect	8%	80,014
TOTAL		1,080,219

Narrative: United Way of Broward County (UWBC) proposes to contract with agencies to provide counseling and support services to first responders and their families that were impacted by the MSD shooting. These are behavioral health therapists who provide initial assessments, group therapy, individual and group counseling, family counseling, and case management.

Personnel is required to manage the grant:

- Director/Navigator (FTE) - Responsible for the oversight of the response program operations and implementation, responsible for the reporting, budgeting, financial distribution activity and monitoring, performance of all services, addressing concerns or complaints from clients served and compliance with all reporting. Case Management Services (360 wrap around services) for First Responders and coordination of workshops and trainings (includes 25% fringe).
- Community Liaison (FTE) – This is a shared position with the City of Parkland and the City of Coral Springs. (includes 25% fringe)

Counseling and support services are being provided to first responders and their families:

- Individual therapy to 15 clients/month x 4 sessions/month at \$80/session
- Support groups for adults (10 clients/month x 2 sessions/month at \$50/session)
- In-kind training and workshops will be provided by UWBC Commission on Behavioral Health and Drug Prevention to BCPS students, faculty and staff, the community and City of Parkland staff. Although UWBC is not requesting funds to support these workshops, they are requesting funds for materials for students, faculty and staff of MSD as well as first responders and their families.
- EMDR, EFT Trainings, Parenting classes, Ganley Foundation Suicide Prevention & Center for Mind-Body Medicine.

UWBC is requesting funds for outreach materials to first responders. Materials will be developed to and distributed to educate and engage this population.

SOLE SOURCE JUSTIFICATION: The United Way of Broward County has existing contracts and relationships with many of the entities providing services to MSD victims/survivors, as well as case management and data systems that can be adapted to the work at hand. UWBC is well established in the community and has the experience and capacity to manage and distribute funds.

Declaration: The sole source, non-competitive bid and selection for this project are in the best interest of the victims of this act of mass violence/terrorism. Delay in services would have further traumatized victims, particularly since the victims already received these services.

Conflict of Interest Review: The Florida Office of the Attorney General (OAG) has no fiduciary or established business relationship with the United Way of Broward County. The Florida OAG affirms that the United Way is a not-for-profit organization and no conflict of interest exists in the selection and employment of this organization.

Budget Detail Worksheet

OMB Approval NO.: 1121-0329

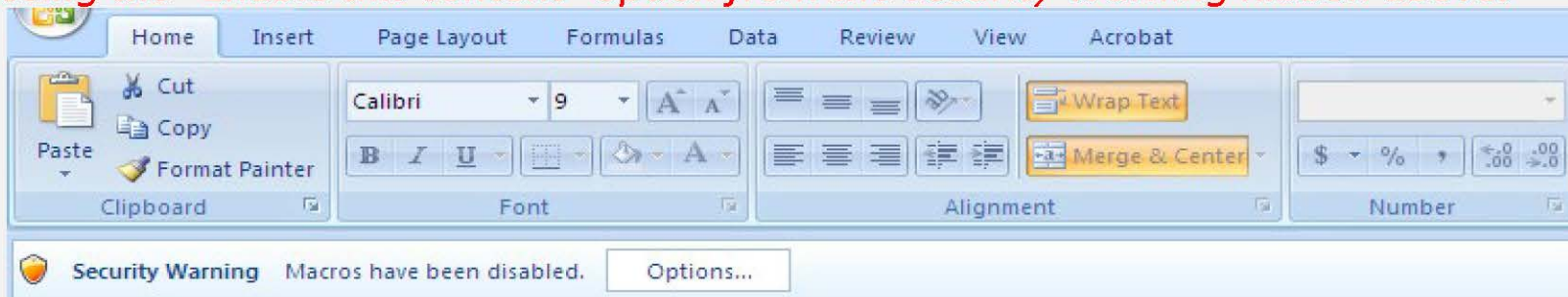
Expires 11/30/2020

For a 508 compliant, accessible version of the Budget Detail Worksheet, use the following link:

<https://oip.gov/funding/Apply/Forms/BudgetDetailWorksheet/BDW508.pdf>

Worksheet Instructions

Note: This document requires macros be enabled to work properly. Please ensure that macros are enabled before entering any data. You may be able to enable macros by choosing the "Enable this content" option from the Security Warning Ribbon above.



If the ribbon is not visible you may have been prompted to enable macros when you opened the document as pictured here. If you elected to disable macros,

Budget Sheet Instructions



please close the document and reopen it with macros enabled.

Purpose:

The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any non-federal (match) amount in the appropriate category, if applicable.

How to use this Workbook:

The workbook includes several different worksheets. The first worksheet (this one) is an instruction sheet; the next worksheet includes the budget detail worksheet and narrative for year 1. There are duplicates of this worksheet for years 2-5 that can be completed as necessary. The last worksheet is a Budget Summary. It compiles all of the relevant budget information into a single location and should be reviewed for correctness before the workbook is uploaded to the GMS application.

Step by Step Usage:

1. Please read and print this instruction page. It can be used as a reference while completing the rest of the document.
2. For each budget category, you can see a sample by viewing the 'Budget Detail Example Sheet'.
3. The 'Definitions' tab explains terms used in the instructions for the various budget categories.
4. **Record Retention:** In accordance with the requirements set forth in 2 CFR Part 200.333, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.
5. The information disclosed in this form is subject to the Freedom of Information Act under U.S.C. 55.2.

Budget Point of Contact Information:

Contact Name:	Last:	First:	Middle:
Contact Phone:	Contact Fax:	Contact Email:	

Worksheet Index:

Tab
Budget Detail - Year 1
Budget Detail - Year 2
Budget Detail - Year 3
Budget Detail - Year 4

Budget Sheet Instructions

Budget Detail - Year 5	
Budget Summary	
Example - Budget Detail Sheet	
Definitions	
Budget Category Descriptions:	
<i>Personnel</i>	List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the budget narrative, include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Fringe Benefits</i>	Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in the budget category (A) and only for the percentage of time devoted to the project. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Travel</i>	Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category.
<i>Equipment</i>	List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). <u>Expendable</u> items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Supplies</i>	List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Construction</i>	Provide a description of the construction project and an estimate of the costs. Minor repairs or renovations may be allowable and should be classified in the "Other" category. OJP does not currently fund construction programs. Consult with the program office before budgeting funds in this category. All requested information must be included in the budget detail worksheet and budget narrative.

Budget Sheet Instructions

<p><i>Subawards (Subgrants), Procurement Contracts, & Consultant Fees</i></p>	<p>Subawards (see “Subaward” definition at 2 CFR 200.92): Provide a description of the Federal award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category G. Subawards (Subgrants)/Procurement Contracts by including the label “(subaward)” with each subaward entry.</p> <p>Procurement contracts (see “Contract” definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant’s formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$150,000).</p> <p>Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of the DOJ grant-making component’s maximum rate for an 8-hour day (currently \$650) require additional justification and prior approval from the respective DOJ grant-making component. All requested information must be included in the budget detail worksheet and budget narrative.</p>
<p><i>Other Costs</i></p>	<p>List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.</p>
<p><i>Indirect Costs</i></p>	<p>Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the “de minimis” rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement. If the applicant does not have an approved rate, one can be requested by contacting the applicant’s cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant’s accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) Narrative for any indirect costs should clearly state which direct costs the indirect cost agreement is being applied to. All requested information must be included in the budget detail worksheet and budget narrative.</p> <p>In order to use the “de minimis” indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.</p>

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0

Narrative

B. Fringe Benefits

Name	Computation				
List each grant-supported position receiving fringe benefits.	Show the basis for computation.				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0

Narrative

Purpose Area #4

C. Travel

Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0

Narrative

D. Equipment

Purpose Area #4

Item		Computation				
<i>List and describe each item of equipment that will be purchased</i>		<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						
E. Supplies						
Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						
G. Subawards (Subgrants)						
Description	Purpose		Consultant?			

Purpose Area #4

<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
			Total Cost	Non-Federal Contribution	Federal Request			
Personnel, travel and supply costs for counselors, behavioral health support and Student Success Initiative training (see budget narrative)	Additional counseling needed to respond to the needs of students, faculty and staff of the MSD and neighboring WGMS. Behavioral health training, support and guidance.	Yes	\$1,595,630		\$1,595,630			
Personnel, behavioral health services and training, operation of and equipment and renovation for the resiliency center (see budget narrative)	Personnel is needed to manage the funds, behavioral health services for students and their families impacted by the shooting. The operating costs and provision of services at the resiliency center.		\$1,017,783		\$1,017,783			
Personnel, travel equipment, training and training materials (see budget narrative).	Behavioral health support for first responders and their families.		\$453,995		\$453,995			
Total(s)			\$3,081,808	\$0	\$3,081,808			
Consultant Travel (if necessary)								
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
Ongoing training and technical assistance of two National Center	Fort Lauderdale	Lodging	157	12	2	\$3,768		\$3,768
Ongoing training and technical assistance of two National Center	Fort Lauderdale	Transportation	650	6	2	\$7,800		\$7,800
Ongoing training and technical assistance of two National Center	Fort Lauderdale	Meals	36	12	1	\$432		\$432
Ongoing training and technical assistance of two National Center for School Crisis and Bereavement	Fort Lauderdale	Local Travel	200	12	1	\$2,400		\$2,400
Total			\$14,400			\$0		\$14,400
Narrative								

Purpose Area #4

2 people to provide training and technical assistance for a 6, 2-day trips: Lodging @ 157/day, \$650 in airfare, per diem @ \$66/day and local transportation calculated for one as consultants will travel locally together. The BBSC will contribute \$30/day towards the meal per diem for one staff member and cover the entire per diem for another = \$1,152

H. Procurement Contracts

Description	Purpose	Consultant?			
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
			Total Cost	Non-Federal Contribution	Federal Request
					\$0
Total(s)			\$0	\$0	\$0

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0

Narrative	
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Purpose Area #4

I. Other Costs							
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	Computation <i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							
J. Indirect Costs							
Description <i>Describe what the approved rate is and how it is applied.</i>	Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>						

Purpose Area #4

		<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
				\$0		\$0
<i>Total(s)</i>				\$0	\$0	\$0
<i>Narrative</i>						

Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)	
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A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0

Narrative	
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B. Fringe Benefits

Name	Computation
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Purpose Area #4

List each grant-supported position receiving fringe benefits.		Show the basis for computation.								
		Base	Rate			Total Cost		Non-Federal Contribution	Federal Request	
						\$0			\$0	
Total(s)						\$0		\$0	\$0	
Narrative										
C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Lodging, Meals, Etc.	Per day, mile, trip, Etc.	Compute the cost of each type of expense X the number of people traveling.						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0

Purpose Area #4

Total(s)				\$0	\$0	\$0
Narrative						
D. Equipment						
Item		Computation				
List and describe each item of equipment that will be purchased		Compute the cost (e.g., the number of each item to be purchased X the cost per item)				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

E. Supplies					
Supply Items		Computation			
Provide a list of the types of items to be purchased with grant funds.		Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)					
Description	Purpose	Consultant?			
Provide a description of the activities to be carried out by subrecipients.	Describe the purpose of the subaward (subgrant)	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.			
			Total Cost	Non-Federal Contribution	Federal Request
Personnel, travel, and supply costs for counselors, behavioral health support and Student Success Initiative training (see budget narrative).	Additional counseling needed to respond to the needs of students, faculty and staff of the MSD and neighboring WGMS. Behavioral health training, support and guidance.	Yes	\$1,619,841		\$1,619,841
Personnel, behavioral health services and training, operation of the resiliency center (see budget narrative).	Personnel is needed to manage the funds, behavioral health services for students and their families impacted by the shooting. The operating costs and provision of services at the resiliency center.	No	\$1,424,509		\$1,424,509
Personnel, travel, training and training materials (see budget narrative).	Behavioral health support for first responders and their families.	No	\$340,112		\$340,112
Total(s)			\$3,398,862	\$0	\$3,398,862
Consultant Travel (if necessary)					
Purpose of Travel	Location	Type of Expense	Computation		

Purpose Area #4

Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
Ongoing training and technical assistance of two National Center	Fort Lauderdale	Lodging	157	12	2	\$3,768		\$3,768
Ongoing training and technical assistance of two National Center	Fort Lauderdale	Transportation	650	6	2	\$7,800		\$7,800
Ongoing training and technical assistance of two National Center	Fort Lauderdale	Meals	36	12	1	\$432	0	\$432
Ongoing training and technical assistance of two National Center for School Crisis and Bereavement	Fort Lauderdale	Local Travel	200	12	1	\$2,400		\$2,400
Total						\$14,400	\$0	\$14,400
Narrative								
2 people to provide training and technical assistance for a 6, 2-day trips: Lodging @ 157/day, \$650 in airfare, per diem @ \$66/day and local transoprotation clauclated for one as consultants will travel locally together. The BBSC will contribute \$30/day towards the meal per diem for one staff member and cover the enitire per diem for another = \$1,152								
H. Procurement Contracts								
Description		Purpose		Consultant?				

Purpose Area #4

<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
			<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>			
					\$0			
<i>Total(s)</i>			\$0	\$0	\$0			
Consultant Travel (if necessary)								
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			<i>Cost</i>	<i>Duration or Distance</i>	<i># of Staff</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
						\$0		\$0
			<i>Total</i>			\$0	\$0	\$0
Narrative								

I. Other Costs							
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	Computation <i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							

J. Indirect Costs						
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
		Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Budget Detail - Year 3

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0

Narrative

B. Fringe Benefits

Name	Computation				
List each grant-supported position receiving fringe benefits.	Show the basis for computation.				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0

Narrative

Purpose Area #4

C. Travel

Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0

Narrative

D. Equipment

Purpose Area #4

Item		Computation				
<i>List and describe each item of equipment that will be purchased</i>		<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						
E. Supplies						
Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						
G. Subawards (Subgrants)						
Description	Purpose		Consultant?			

Purpose Area #4

<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
			Total Cost	Non-Federal Contribution	Federal Request			
Personnel, travel, and supply costs for counselors, behavioral health support and Student Success Initiative training (see budget narrative).	Additional counseling needed to respond to the needs of students, faculty and staff of the MSD and neighboring WGMS. Behavioral health training, support and guidance.	Yes	\$1,661,309		\$1,661,309			
Personnel, behavioral health services and training, operation of the resiliency center (see budget narrative).	Personnel is needed to manage the funds, behavioral health services for students and their families impacted by the shooting. The operating costs and provision of services at the resiliency center.		\$1,358,733		\$1,358,733			
Personnel, travel, training and training materials (see budget narrative).	Behavioral health support for first responders and their families.		\$286,112		\$286,112			
Total(s)			\$3,320,554	\$0	\$3,320,554			
Consultant Travel (if necessary)								
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
Ongoing training and technical assistance of two National Center	Fort Lauderdale, FL	Lodging	157	12	2	\$3,768		\$3,768
Ongoing training and technical assistance of two National Center	Fort Lauderdale, FL	Transportation	650	6	2	\$7,800		\$7,800
Ongoing training and technical assistance of two National Center	Fort Lauderdale, FL	Meals	36	12	1	\$432		\$432
Ongoing training and technical assistance of two National Center for School Crisis and Bereavement	Fort Lauderdale, FL	Local Travel	200	12	1	\$2,400		\$2,400
Total			\$14,400			\$0	\$14,400	
Narrative								

Purpose Area #4

2 people to provide training and technical assistance for a 6, 2-day trips: Lodging @ 157/day, \$650 in airfare, per diem @ \$66/day and local transportation calculated for one as consultants will travel locally together. The BBSC will contribute \$30/day towards the meal per diem for one staff member and cover the entire per diem for another = \$1,152

H. Procurement Contracts

Description	Purpose	Consultant?			
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
			Total Cost	Non-Federal Contribution	Federal Request
					\$0
Total(s)			\$0	\$0	\$0

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0

Narrative	
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Purpose Area #4

I. Other Costs							
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	Computation <i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							
J. Indirect Costs							
Description <i>Describe what the approved rate is and how it is applied.</i>	Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>						

Purpose Area #4

		<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
				\$0		\$0
<i>Total(s)</i>				\$0	\$0	\$0
<i>Narrative</i>						

Budget Detail - Year 4

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0

Narrative

B. Fringe Benefits

Name	Computation				
List each grant-supported position receiving fringe benefits.	Show the basis for computation.				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0

Narrative

Purpose Area #4

C. Travel

Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0

Narrative

D. Equipment

Purpose Area #4

Item		Computation				
<i>List and describe each item of equipment that will be purchased</i>		<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						
E. Supplies						
Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						
G. Subawards (Subgrants)						
Description	Purpose		Consultant?			

Purpose Area #4

<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
			Total Cost	Non-Federal Contribution	Federal Request			
					\$0			
Total(s)			\$0	\$0	\$0			
Consultant Travel (if necessary)								
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
H. Procurement Contracts								
Description	Purpose	Consultant?						

Purpose Area #4

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).	Describe the purpose of the contract	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.						
			Total Cost	Non-Federal Contribution	Federal Request			
						\$0		
Total(s)			\$0	\$0		\$0		
Consultant Travel (if necessary)								
Purpose of Travel Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Location Indicate the travel destination.	Type of Expense Hotel, airfare, per diem	Computation Compute the cost of each type of expense X the number of people traveling.					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
I. Other Costs								
Description List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).	Computation Show the basis for computation							

Purpose Area #4

	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							
J. Indirect Costs							
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>					
		Base	Indirect Cost Rate		Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							

Purpose Area #4



Budget Detail - Year 5

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0

Narrative

B. Fringe Benefits

Name	Computation				
List each grant-supported position receiving fringe benefits.	Show the basis for computation.				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0

Narrative

Purpose Area #4

C. Travel

Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0

Narrative

D. Equipment

Purpose Area #4

Item		Computation				
<i>List and describe each item of equipment that will be purchased</i>		<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						
E. Supplies						
Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						
G. Subawards (Subgrants)						
Description	Purpose		Consultant?			

Purpose Area #4

<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
			Total Cost	Non-Federal Contribution	Federal Request			
					\$0			
Total(s)			\$0	\$0	\$0			
Consultant Travel (if necessary)								
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
H. Procurement Contracts								
Description	Purpose	Consultant?						

Purpose Area #4

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).	Describe the purpose of the contract	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.						
			Total Cost	Non-Federal Contribution	Federal Request			
						\$0		
Total(s)			\$0	\$0		\$0		
Consultant Travel (if necessary)								
Purpose of Travel Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Location Indicate the travel destination.	Type of Expense Hotel, airfare, per diem	Computation Compute the cost of each type of expense X the number of people traveling.					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
I. Other Costs								
Description List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).	Computation Show the basis for computation							

Purpose Area #4

	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							
J. Indirect Costs							
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>					
		Base	Indirect Cost Rate		Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							

Purpose Area #4



Budget Summary

Budget Summary											
Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.											
	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$3,081,808	\$0	\$3,398,862	\$0	\$3,320,554	\$0	\$0	\$0	\$0	\$0	\$9,801,224
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$3,081,808	\$0	\$3,398,862	\$0	\$3,320,554	\$0	\$0	\$0	\$0	\$0	\$9,801,224
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$3,081,808	\$0	\$3,398,862	\$0	\$3,320,554	\$0	\$0	\$0	\$0	\$0	\$9,801,224
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

Definitions

Additional information can be found in the DOJ Financial Guide

[DOJ Financial Guide](#)

Term	Definition
Match	<p>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).</p> <p>Sample Non-Federal Match Calculation: Match Calculation: If the match is 25%, the calculation is as follows: Federal Request: \$350,000 Divided by .75 or 75%: \$466,667 Multiplied by match amount .25 or 25% equal required match amount: \$116,667</p>
Approved Negotiated Rate	Approved Negotiated Rate is any current fringe benefits rate approved for the grant recipient by their cognizant Federal agency.
Expendable	An expendable item is any materials that are consumed during the course of the project such as office supplies, program supplies etc. Expendable items are usually considered to be consumed when issued and are not recorded as returnable inventory.
Non-Expendable	A non-expendable item is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization’s own capitalization policy may be used for items costing less than \$5,000).
Renovations	Costs incurred for ordinary rearrangements, alterations and restoration of facilities are considered allowable. Special arrangement and alteration costs incurred specifically for the project are allowable with the prior approval of the awarding agency.
Federal Acquisition Regulations	The Federal Acquisition Regulations are established for the codification and publication of uniform policies and procedures for acquisition by all executive agencies. The Federal Acquisition Regulations System consists of the Federal Acquisition Regulation (FAR), which is the primary document, and agency acquisition regulations that implement or supplement the FAR.

Sole Source	<p>Procurement by noncompetitive proposals is procurement through the solicitation from only one source, or after solicitation of a number of sources, competition is determined inadequate.</p> <p>Grant recipients may make the initial determination that competition is not feasible if one of the following circumstances exists:</p> <ol style="list-style-type: none"> <i>1. The item of service is available only from a single source.</i> <i>2. The public exigency or emergency for the requirement will not permit a delay resulting from a competitive solicitation.</i> <i>3. After solicitation of a number of sources, competitions is considered inadequate.</i>
Arm-Length Transaction	<p>A transaction in which the buyers and sellers of a product act independently and have no relationship to each other. The concept of an arm's length transaction is to ensure that both parties in the deal are acting in their own self interest and are not subject to any pressure or duress from the other party.</p> <p>Generally, costs of renting facilities are not allowable where one party to the rental agreement is able to control or substantially influence the actions of the other (e.g. organizations under common control through common officers. Directors or members).</p>
Confidential Funds	<p>Confidential funds are those monies allocated to:</p> <p>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 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.</p> <p>Purchase of Evidence (P/E). This category is for P/E 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.</p> <p>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.</p>
Fully Executed Negotiated Agreement	<p>Fully Executed Negotiated Agreement is a signed, approved indirect cost rate agreement which reflects an understanding reached between the grant recipient and the cognizant Federal agency.</p>

Cognizant Federal Agency	The cognizant Federal agency is the Federal agency that generally provides the most Federal financial assistance to the recipient of funds. Cognizance is assigned by the Office of Management and Budget (OMB). Cognizant agency assignments for the largest cities and counties are published in the Federal Register.
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