



## Interoffice Memorandum

## AGENDA ITEM

July 24, 2017

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

THRU: George A. Ralls, M.D., Deputy County Administrator  
County Administrator's Office

FROM: Donna Wyche, Manager  
Mental Health and Homeless Issues Division  
(Contact: 407-836-7608)

SUBJECT: Agreement/Grant Z0003 between the State of Florida, Office of the Attorney General and Orange County Government  
**Consent Agenda Item – August 1, 2017**

*J. Goodrich for*

Orange County has been awarded \$1,275,306.75 through the Antiterrorism and Emergency Assistance Program. The grant provides \$290,155 to reimburse the County for expenses related to the response and the aftermath of the Pulse tragedy. It also provides \$728,156 to fund on-going Post Traumatic Stress Disorder treatments and interventions associated with first responders and Pulse survivors, as well as, \$256,995.75 for continued training in Critical Incident Stress Debriefing for first responders and Community Resiliency Model training for first responders, survivors and community members.

**ACTION REQUESTED:** Approval and execution of (1) Antiterrorism and Emergency Assistance Program Grant (Grant Period 06/12/2016 to 09/30/2018) Agreement between the State of Florida Department of Legal Affairs Office of the Attorney General and Orange County Grant No. Z0003 in the amount of \$1,275,306.75; (2) Victims of Crime Act (VOCA) Section 539, Consolidated and Further Continuing Appropriations Act, 2013, Special Conditions Certification Form; (3) Certification Form Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements; (4) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered transactions (Sub-Recipient); and (5) Related Parties Questionnaire; and approval for the County Mayor or designee to approve any budget changes through September 30, 2018. **(Mental Health & Homeless Issues Division)**

Attachments

ANTITERRORISM AND EMERGENCY ASSISTANCE PROGRAM GRANT  
(GRANT PERIOD 06/12/2016 to 09/30/2018)

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

AND

**ORANGE COUNTY**

GRANT NO. Z0003

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 2017-RF-GX-0003, 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 **Orange County**, hereafter referred to as the Provider. The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG hereby agrees to engage the Provider and the Provider hereby agrees to perform services as set forth herein. The Provider understands and agrees 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 agrees to provide the OAG with written notification of any change in its designated representative for this Agreement. This Agreement shall 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 June 12, 2016 and ending September 30, 2018, the Provider shall seek reimbursement of allowable costs for providing services stemming from the June 12, 2016 attack at the Pulse nightclub in Orlando, 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 shall become effective on June 1, 2017, or on the date when the Agreement has been signed by all parties, whichever is earlier, and shall continue through September 30, 2018. No costs incurred by the Provider prior to, or after, the Grant Period as the period of performance for said Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

## ARTICLE 4. GRANT FUNDS

The Provider agrees not to commingle grant funds 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 and/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 shall 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 (2016), 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 (2016), 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% of the total amount requested or an amount commensurate with the failure to meet the deliverable, whichever is greater, and/or terminate this Agreement.

#### ARTICLE 6. REGISTRATION REQUIREMENTS

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

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

The Provider agrees to 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. The Provider also agrees to applicable restrictions on 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 shall 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. The Provider acknowledges and agrees 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 shall 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.

The Provider and the OAG agree 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. The OAG and the Provider further agree that travel expenses will be reimbursed with grant funds only in accordance with Section 112.061, Florida Statutes (2016).

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 shall reimburse the OAG for all unauthorized expenditures and the Provider shall 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, the Provider agrees to obtain a minimum of three (3) written quotes for all single item grant-related purchases equal to, or in excess of, two thousand five hundred dollars (\$2,500) unless it is documented that the vendor is a sole source supplier. The Provider will utilize the lowest quote for the purchase.

The Provider understands and agrees that it 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 shall provide services, as described in Attachment F, at no charge, through the AEAP Grant funded project. Upon request, the Provider agrees to 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 shall be issued in accordance with the provisions of Section 215.422, Florida Statutes (2016). The OAG shall have twenty (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 in order to document the provision of the project deliverables. Processing of reimbursement of any invoice is contingent upon timely OAG receipt of 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 shall provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG.

The Provider shall, within 90 days of the date this agreement is signed by all parties, request payment for all costs associated with the present grant which were incurred from June 12, 2016 to the date the agreement is signed by all parties which shall 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 shall maintain appropriate documentation of all costs represented on the invoice. The OAG may require any and all appropriate documentation of expenditures prior to approval of the invoice, and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. 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 shall 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 agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant. Progress reports shall be submitted to the OAG no later than each June 1 and December 1 of the grant period.

#### ARTICLE 11. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), Florida Statutes (2016), 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, agrees to 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(s) and extension(s) 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 agrees that it 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 shall 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 agrees to 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 shall be the sole responsibility of the Provider.

#### ARTICLE 14. DOCUMENTATION AND RECORD RETENTION

The Provider shall 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 shall 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 the person(s) 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, shall 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 shall 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. If the Provider fails to provide access to such materials, the OAG may terminate this Agreement. Sections 119.071, and 960.15, Florida Statutes (2016), provide that certain records received by the OAG are exempt from public record requests, and any otherwise confidential record or report shall retain that status and will not be subject to public disclosure. 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 shall 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 shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, except for those records exempt from disclosure under one of the statutory provisions mentioned in the paragraph above, or are otherwise exempt from disclosure by operation of Section 119.071, Florida Statutes (2016) or Chapter 119, Florida Statutes. Failure by the Provider to allow the aforementioned public access constitutes grounds for unilateral cancellation by the OAG at any time, with no recourse available to the Provider. The Provider shall also keep and maintain all public records consistent with the State of Florida's record retention schedule. The Provider shall provide the OAG with a copy of all requested public records or allow the records to be inspected and copied within a reasonable time or as otherwise provided by law. The provider will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if the Provider does not transfer the records to the OAG at that time.

Upon completion of the Agreement, the Provider shall 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, at no cost, to the OAG all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion of the Agreement, the Provider shall 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, the Provider shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, in a format compatible with the information technology systems of the OAG.

**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 850-414-3300, [pam.bondi@myfloridalegal.com](mailto:pam.bondi@myfloridalegal.com), OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.**

#### ARTICLE 15. VICTIM SERVICES PRACTITIONER DESIGNATION TRAINING

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

#### ARTICLE 16. PROPERTY

The Provider agrees to be responsible for the proper care and custody of all property purchased with grant funds and agrees not to 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 shall 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

The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Agency's Office of the Inspector General (Section 20.055, Florida Statutes (2016), or as authorized by law.

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 Title 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 Title 2 C.F.R. Part 200, Subpart F. Article 33 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 shall 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 Title 2

C.F.R. Part 200. An audit of the Provider conducted by the Auditor General in accordance with Title 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 shall fulfill the requirements relative to auditee responsibilities as provided in Title 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 Title 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 OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, and required by this Agreement shall be submitted, when required by Section 200.512, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, by 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 shall be submitted timely in accordance with Title 2 C.F.R. Part 200, Subpart F, 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 Title 2 C.F.R. Part 200, Subpart F, by entering into this Agreement, the Provider agrees to 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 further agrees to 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% 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, both parties agree that the Provider shall 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 shall 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 shall 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 shall 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 (2016), 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 (2016), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## ARTICLE 22. GRATUITIES

The Provider agrees that it 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

The Provider agrees that 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 shall 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 shall 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.

The Provider shall 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 shall 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, it is mutually agreed and understood without exception 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.

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

The Provider acknowledges that 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

To the extent permissible under Florida law, the Provider shall 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 shall not excuse the Provider's duty to defend and to indemnify the OAG within seven (7) days after notice by the OAG. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall 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 shall not release the Provider

from these duties. The Provider shall not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

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.

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.

#### ARTICLE 25. TERMINATION OF AGREEMENT

This Agreement may be terminated by the OAG for any reason upon five (5) 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 this Agreement is terminated by the OAG, the Provider shall 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 shall be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider shall 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 shall 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 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency

Prevention Act of 2002 (42 U.S.C. § 5672(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. § 794), 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 (2016), the Provider agrees 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 further assures 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 shall 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, 2017. The training modules are available at <http://ojp.gov/about/ocr/assistance.htm>.

Pursuant to Section 287.134, Florida Statutes (2016), an entity or affiliate who has been placed on the Florida Department of Management Services' 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 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 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](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 shall 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 shall 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 shall be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Provider shall 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. 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.

## ARTICLE 32. CONTROLLING LAW AND VENUE

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

## ARTICLE 33. AMOUNT OF FUNDS

The OAG agrees to 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 shall not exceed \$1,275,306.75.

## ARTICLE 34. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, 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."

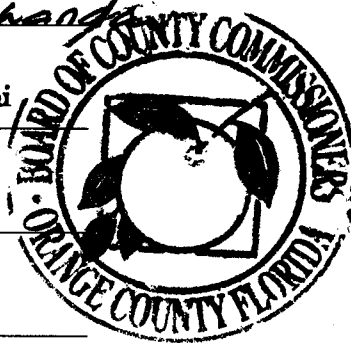
There are no representations or statements that are relied upon by the Provider that are not expressly set forth herein.

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 ORANGE COUNTY, have executed this agreement.

Ajit Lalchandani  
Authorizing Official  
Ajit Lalchandani  
Print Name  
8.1.17  
Date



Sabrina W. Donovan  
OAG Authorizing Official  
Sabrina W. Donovan  
Print Name  
08/11/17  
Date

\_\_\_\_\_  
Authorizing Official

\_\_\_\_\_  
Authorizing Official

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEID# of Provider

\_\_\_\_\_  
SAMAS Code

ATTORNEY GENERAL'S OFFICE  
ADVOCACY & GRANTS UNIT

17 AUG 11 AM 9:35

RECEIVED



### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
  - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

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**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:

Orange County, FL

Name of Authorized Official:

Ajit, Lalchandani

Signature and Title of Authorized Official:

Ajit Lalchandani

Date of Certification:

8.1.17

**OAG Staff Only:**



Approved



Not Approved

Approved By

Date Approved

## 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](mailto: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 7<sup>th</sup> 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 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:

<input type="checkbox"/> Recipient has less than fifty employees.	<input type="checkbox"/> Recipient is an Indian tribe.	<input type="checkbox"/> Recipient is a medical institution.
<input type="checkbox"/> Recipient is a nonprofit organization.	<input type="checkbox"/> Recipient is an educational institution.	<input type="checkbox"/> 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, J. Ricardo Daye [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.

J. Ricardo Daye HR Director J. Ricardo Daye 6/20/17  
 Print or Type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## **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.

AUG 01 2017

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.

Ajit Lalchandani, County Administrator  
Name and Title of Authorized Representative

Ajit Lalchandani  
Signature  
8.1.17  
Date

Orange County, Florida  
Name of Organization

201 S. Rosalind Ave  
Orlando, FL 32801  
Address of Organization

BCC Mtg. Date: Aug. 1, 2017

### 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

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?

YES/NO

(a) Sale, purchase, exchange, or leasing of property?

No

(b) Receiving or furnishing of goods, services, or facilities?

No

(c) Transfer or receipt of compensation, fringe benefits, or income or assets?

No

(d) Maintenance of bank balances as compensating balances for the benefit of another?

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

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

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.

Ajit Calchandani  
Signature

8.1.17  
Date

Ajit Calchandani  
Print Name

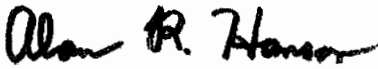
County Administrator  
Title



U.S. Department of Justice  
Office of Justice Programs  
Office for Victims of Crime

Grant

PAGE 1 OF 10

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Florida Department of Legal Affairs PL-01 The Capitol Tallahassee, FL 32399-1050		4. AWARD NUMBER: 2017-RF-GX-0003	
		5. PROJECT PERIOD: FROM 06/01/2016 TO 09/30/2018 BUDGET PERIOD: FROM 06/01/2016 TO 09/30/2018	
2a. GRANTEE IRS/VENDOR NO. 596001975		6. AWARD DATE 03/14/2017	7. ACTION Initial
2b. GRANTEE DUNS NO. 809385313		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Anti-terrorism and Emergency Assistance Program Grant		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 8,466,970	
		11. TOTAL AWARD \$ 8,466,970	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 10603b(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 Alan R. Hanson Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Emery Gainey 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 8466970		21. SV7PGT0004	

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

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

Attachment F



U.S. Department of Justice  
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**AWARD CONTINUATION  
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PROJECT NUMBER 2017-RF-GX-0003

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***SPECIAL CONDITIONS***

**1. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), 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 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

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

**2. Compliance with DOJ Grants Financial Guide**

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

**3. 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, 2015, 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, 2015, 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 <http://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.



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PROJECT NUMBER 2017-RF-GX-0003

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*SPECIAL CONDITIONS*

4. 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.

5. 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 DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://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 <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. 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 <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.





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**AWARD CONTINUATION  
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PROJECT NUMBER 2017-RF-GX-0003

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*SPECIAL CONDITIONS*

8. 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 <http://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.

9. 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 <http://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.

10. 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 "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities 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, and other applicable laws.

12. 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 <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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*SPECIAL CONDITIONS*

13. 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.

14. 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.

15. 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.

16. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds 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.

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 this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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*SPECIAL CONDITIONS*

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

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, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.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.

19. 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 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) 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 website at <http://www.usdoj.gov/oig>.



U.S. Department of Justice  
Office of Justice Programs  
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**AWARD CONTINUATION  
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PROJECT NUMBER 2017-RF-GX-0003

AWARD DATE 03/14/2017

*SPECIAL CONDITIONS*

20. 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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*SPECIAL CONDITIONS*

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient 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.

22. 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.

23. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OJP grant funds, without prior written approval from OJP.

24. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov) within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm), under the heading, "Civil Rights Compliance Specific to State Administering Agencies."

25. The recipient and any subrecipients must comply with all applicable federal laws and regulations, including those identified in the forms entitled "Standard Assurances" and the "Certifications Regarding Lobbying; Debarment and Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements," currently posted at <http://ojp.gov/funding/Apply/Forms.htm>.

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



U.S. Department of Justice  
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**AWARD CONTINUATION  
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*SPECIAL CONDITIONS*

27. The recipient acknowledges that the 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 recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; 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).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

28. 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 <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

29. 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 <http://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 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).

30. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.



U.S. Department of Justice  
Office of Justice Programs  
**Office for Victims of Crime**

**AWARD CONTINUATION  
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PROJECT NUMBER 2017-RF-GX-0003

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*SPECIAL CONDITIONS*

31. 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/>.
32. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf)), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
33. 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/>.
34. 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.



**U.S. Department of Justice**  
**Office of Justice Programs**  
*Office for Victims of Crime*

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*Washington, D.C. 20531*

**Memorandum To:** Official Grant File

**From:** Zoc French, Environmental 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 Office of the Attorney General (OAG) to support the victims of the Pulse nightclub shooting on June 12, 2016 in Orlando, Florida. In this incident, a shooter killed 49 people and seriously wounded 53 others. Family members of the direct victims, witnesses in the vicinity of the shooting, and first responders were also affected by this incident. There is a need to provide crisis response funding as well as continuing mental health and other services to support victims, witnesses, and first responders of this incident.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4 (b) of Appendix D to Part 61 of the Code of Federal Regulations. 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.





U.S. Department of Justice  
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**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2017-RF-GX-0003

PAGE 1 OF 1

This project is supported under 42 U.S.C. 10603b(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 17 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  
PL-01 The Capitol  
Tallahassee, FL 32399-1050

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 06/01/2016 TO: 09/30/2018

**8. BUDGET PERIOD**

FROM: 06/01/2016 TO: 09/30/2018

**9. AMOUNT OF AWARD**

\$ 8,466,970

**10. DATE OF AWARD**

03/14/2017

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

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

The purpose of this award under the OVC Antiterrorism and Emergency Assistance Program (AEAP) is to enable the Florida Office of the Attorney General (OAG) to support the victims of the Pulse nightclub shooting on June 12, 2016 in Orlando, Florida. Pulse is a gay nightclub that was hosting a "Latin Night" event attended by more than 300 primarily gay, Latino patrons. After an officer working at the nightclub responded to reports of shots fired the incident turned into a hostage situation. In the process of rescuing the hostages, law enforcement officers killed the shooter. During this incident the shooter killed 49 people and seriously wounded 53 others. This is the deadliest mass shooting by a single individual, the most lethal incident of violence against members of the lesbian, gay, bisexual, and transgender (LGBT) community in the country's history, and the largest terrorist attack in the United States since September 11, 2001. These AEAP program funds will support supplemental crisis response and consequence management services to assist the victims, witnesses, and first responders involved in the tragedy. NC/NCF

ORLANDO, FLORIDA  
AEAP GRANT OUTLINE

Revised 5/31/17

**PROGRAM NARRATIVE:**

**A. Statement of Problem**

**Type of Crime and Description of Crime Event:**

On June 12, 2016, at 2:00 am, a man entered The Pulse nightclub armed with a .223 caliber Assault Rifle and another gun. Pulse is a gay nightclub in Orlando, Florida. Pulse was hosting a “Latin Night” event attended by more than 300 primarily Latino patrons. An officer working at the nightclub responded to reports of shots fired. The incident quickly turned into a hostage situation. SWAT teams stormed the club at 5:00 am to rescue hostages and exchanged gunfire with the shooter. The shooter, a 29-year-old security guard, killed 49 people and seriously wounded 53 others. He was shot and killed by Orlando Police Department (OPD) officers after a three-hour standoff.

To date, this is the deadliest mass shooting by a single individual, the most lethal incident of violence against lesbian, gay, bisexual, transgender, queer (LGBTQ) community in United States history, and the largest terrorist attack in the United States since the September 11 attacks in 2001.

**Identification of the lead law enforcement agency conducting the investigation and lead prosecutor**

The Federal Bureau of Investigation (FBI) is the lead law enforcement agency responsible for investigating the shooting at Pulse nightclub. In addition, the U.S. Attorney’s Office has filed criminal charges against the ex-wife of the shooter and is responsible for prosecution of this case and any other federal criminal litigation regarding the shooting.

FBI victim advocates assisted in the establishment and implementation of the Family Assistance Center (FAC), provided emotional and logistical support to victims and their family members, acted as liaisons between victims and the investigative team, coordinated family briefings, /site visits, and cleaned and returned personal effects.

**Estimated Number of Direct (Primary) and Indirect (Secondary) Victims Affected by the Crime:**

Grant Narrative

**Direct victims** are those that were present in the club at the time of the shooting, this includes patrons and staff. It is estimated that there were 402 individuals in the club on June 12, 2016. Of those individuals, 49 were killed and 53 were injured and we estimate an additional 300 patrons/staff witnesses were present. It is anticipated that all of the surviving direct victims will be seeking services.

**Primary and Secondary Victims  
and Number Likely to Seek Behavioral Health (BH) Services**

	Number of Primary Victims	Estimated number of primary family members affected (weighted)	Estimated # of Secondary Victims (EMS, ME Office, Clinicians deployed, Law Enforcement)	Estimated number of family members of secondary victims affected (weighted)	Number of family at risk for negative behavioral health consequences
Deceased	49	10	-	-	490
Injured	53	6	-	-	318
Additional patrons/staff	300	4	-	-	1,200
	-	-	465	2.76	1,283
<i>Total number of victims</i>	402	-	-	-	3,291
Percent likely to seek BH services	100%	-	-	-	20%
<b>Total Service Target # (less deceased)</b>	<b>353</b>	-	-	-	<b>659</b>

**Secondary victims** are close family members and friends and caregivers of those victims directly impacted (the deceased, injured and non-physically injured) patrons and staff. For each of these 402 directly impacted victims there is an assumption that family members were also affected and are at risk for negative consequences such as traumatic grief and traumatic stress related to their loved one's death or recovery from physical and psychological injuries sustained in the attack. The family members of those killed, injured, or witnessing the attack are weighted by the type of loss suffered—with death being the most severe and witnessing being the least severe—so the estimated number of family members affected are weighted to reflect this impact. (See chart.) Furthermore, this population is marginalized by the fact that many of the individuals are LGBTQ, some not “out” about their sexual orientation. Many are also young (in their 20's), undocumented, and fearful of accessing traditional services. Applying the weighted family multiplier for the deceased victims, the injured, and others in the club, the number of secondary victims in this category is 2,008.

Secondary 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 the community response and recovery planning. This classification includes professional first responders and volunteers from community groups who provided immediate support on site on June 12. It includes those who provided services and support at subsequently established central locations, specifically, the Beardall Center, the Family Assistance Center (FAC) at Camping World Stadium and the Orlando United Assistance Center (OUAC), where services are expected to remain coordinated through at least the contract period.

Estimates of the number of persons in each secondary impact category were provided by the Orange County Health Services (OCHS) Department and the estimated number is 465 individuals. (See chart.) Because of the significant potential for behavioral health impact on household members of the response community, this grant adopts the U.S. Census average number per household (2.76), as the weighted family multiplier. Therefore, it is estimated that as many as 1,283 secondary victims ( $465 \times 2.76$ ) are at risk of negative behavioral health consequences.

For the purposes of this grant, based on anecdotal data and estimates from other mass violence incidents, it is estimated that 20% of the secondary victim cohorts will seek services, which is approximately 659 secondary victims. (See chart.)

#### **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 Pulse shooting. OAG staff assisted victims with direct and indirect needs, and forged collaborative relationships with other service providers to ensure that needs were met. An OAG Victim Advocate also has maintained office hours at the Orlando United Assistance Center (OUAC) since it's opening after the closing of the FAC.

The OAG has utilized OVC Consultants to conduct a needs assessment of 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:**

There were limited services available to the very specific victim population impacted by this shooting. The LGBTQ population has its own set of needs and the Latino population also has unique characteristics that can vary depending on the country of origin. It is proposed that services be implemented by a collaborative effort among a number of agencies in order to meet the variety of needs presented by the variations in the impacted population. This will ensure that victims receive culturally appropriate, trauma informed services no matter their entrée into services, using "no wrong door". This collaborative effort will be led by the Heart of Florida United Way. The United Way is the lead administering agency for the OUAC and already has contractual, collaborative, and funding relationships with the agencies that can provide some

services. In addition, as a result of the incident, new associations were forged with organizations such as Two Spirit, The LGBTQ Center and Victim Services Center. This approach ensures that instead of building an entirely new service structure, existing providers are given capacity to enhance their offerings to the individuals in need.

**The Amount of Funding Requested and Time Frame for Support:**

\$8,466,970 is the requested amount of funding for this application over a 27-month period from the date of the incident. Agencies that have been providing services with limited funds in hopes that other resources will materialize are struggling.

**Description of Outreach and Coordination with Other Public and Private Entities During the Process of Preparing this Request:**

The Florida OAG relied upon OVC Consultants 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 Consultants coordinated with the FBI Office for Victim Assistance (OVA) as well as other agencies, such as the City of Orlando, Orange County, Osceola County, the Orlando United Assistance Center, and a number of smaller organizations to determine victim needs and gaps in services.

The Florida OAG has provided training to staff at the OUAC in providing services to victims of crime. While the agencies involved have long experience working with the LGBTQ and/or Latino populations, they may not have complete information specifically regarding victim assistance and advocacy.

**B. Compensation:**

No compensation funds are being requested in this proposal. At the time this report was created, over \$446,000 of compensation benefits have been provided to victims; including, \$258,772 for funeral burial expenses, \$102,932 for medical costs, \$35,830 for victim lost wages, \$25,000 for loss of support and \$23,857 for mental health services.

**C. Project Design and Implementation**

The collaborative service provision design described above will ensure non-duplication of services and that each segment of the impacted population can receive services in a culturally competent manner.

Please note that any hiring under this grant will be competitive and executed under established organizations' procedures, unless otherwise noted.

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

The following services through the following organizations should meet the majority of the stated need to date:

*Heart of Florida United Way:* The United Way is providing overall management and leadership relative to services, funds, data collection and administrative support to service providers, supervision of service delivery, toll-free hotline with support and bi-lingual services. (4 navigator/advocate staff plus equipment and on-going expenses). These services are offered at the Orlando United Assistance Center (OUAC), operated by the United Way. The OUAC is solely for the use of the victims of the Pulse shooting and for Pulse related activities. The center provides navigation as well as direct services and serves as a hub of activity relative to Pulse response. United Way has a contract with the City of Orlando until December 31, 2017 to pay for these services, but will be the sub-recipient beginning in 2018. United Way is receiving a staff position for a Manager of Partnerships. The purpose of this position is to provide coordination and facilitate collaboration of services for the Pulse victims. The expectation is that the Manager will be in the field meeting with the responding agencies to identify and fill service gaps. This position will be hired and provided oversight by an advisory committee comprised of representatives of the stake holding agencies listed in this proposal.

*Orange County:* The County provides all human services (health, mental health, and social services), not only for Orange County, but for the City of Orlando. Following the shooting, the County provided a building, equipment and initial supplies for the OUAC. The County will also be responsible for providing a First Responder Assistance Coordinator. This Coordinator will ensure that all training, assistance and contracts for services be provided to First Responders impacted by the Pulse Shooting. This individual will serve as a one-stop shop for all of the local jurisdictions and departments to contact for assistance.

*University of Central Florida (UCF):* UCF has been working with special forces combat veterans on resolution of PTSD. They utilize their evidenced-based treatment practices to assist the first responders that are struggling with unresolved PTSD due to their involvement with the Pulse response. They will be reimbursed by Orange County on a contract and fee-for-service basis.

*The Hispanic Counseling Center:* The Hispanic Counseling Center is a for-profit mental health provider that provides bi-lingual licensed therapists to clients. These services would be available based on referrals from one of the partner agencies and may be reimbursed through United Way on a fee-for-services basis.

*Two Spirit Health Services:* Two Spirit is a non-profit LGBTQ specific service provider that provides a variety of low cost medical and licensed mental health services. They are able to assist with wound care for those injured, medical outreach, as well as mental health and psychiatric services for victims.

*City of Orlando:* The city has spent large amounts of funding designated for other services on this victim response. The City of Orlando also has had a month to month contract with United Way to staff services, clerical and navigation/advocacy at the OUAC. Beginning January 1, 2017, the City entered into a one year contract to continue those services which will be transitioned to United Way as the grant sub-grantee beginning in 2018.

*Osceola County:* The County is home to a large numbers of victims from the Pulse shooting. They are requesting reimbursement of expenditures for emergency needs directly related to the shooting as well as funding for a case manager for 27 months. This individual will assist the victims connect with existing resources both within Osceola as well as the City of Orlando and Orange County.

**D. Capabilities and Competencies:**

The Florida OAG currently manages approximately \$120 million dollars in VOCA funding, supporting 245 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 Heart of Florida United Way has a unified database for all of the agencies under its funding umbrella. This database shows an individual's point of entry, services received, and referrals provided. Further, each entity funded under this grant will be required to report on their progress monthly to the United Way as the primary contractor. The United Way will then provide the necessary data to the Florida OAG on a quarterly basis for the duration of the grant.

**Budget Detail Worksheet and Narrative**

- a.) Budget Detail Worksheet (see attached)
- b.) Budget Narrative (see attached)

# AEAP BUDGET NARRATIVE BY SERVICE AREA

Revised 5/31/17

## OVERALL BUDGET SUMMARY

Personnel	\$146,250
Fringe Benefits	\$43,875
Travel	\$26,483
Equipment	\$32,701
Supplies	\$157,813
Consultant Fees	\$107,656
Contracts	\$6,425,403
Other	\$1,047,214
<b>Total Direct Costs</b>	<b>\$7,879,739</b>
Indirect Costs	\$587,231
<b>Total Project costs</b>	<b>\$8,466,970</b>

### Budget narrative:

*SCOPE OF VICTIM POPULATION IN NEED:* It is estimated that there were 402 patrons and staff in the Pulse nightclub on June 12, 2016. Of those individuals, 49 were killed, 53 were injured, and approximately 300 were other patrons and nightclub staff. Since the shooting occurred at a nightclub, the majority of the impacted population is aged 21-35 and male, many of whom were underserved before the event either due to their LGBTQ or undocumented immigrant status. These are individuals with very limited experience in seeking and consistently following up with services, thus the proposal has quite a bit of case management items. It is anticipated that all of the surviving direct victims (353) will seek services. There are also numerous secondary victims, which are families of the direct victims, first responders and others who responded to the crime scene and assisted the direct victims, and families of those first responders. Regarding the primary victims, for deceased victims, estimate 10 impacted survivors, or 490 individuals; for injured, estimate 6 impacted survivors or 318 individuals; and for additional patrons and staff, estimate 4 impacted survivors or 1,200 individuals. These estimates are calculated to assume that a larger number of family members are impacted by the death of a loved one leading to higher levels of traumatic grief and additional stressors than families who had someone injured or witnessed the event. This totals 2,008 secondary victims who are associated with the primary victims. Additionally, it is estimated that approximately 465 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 and their families, at least 1,283 individuals, are also affected. The total estimated number of secondary victims is 3,291. A 20% target ratio (the percent likely to seek services) is applied to these secondary victims, resulting in approximately 659 secondary victims likely to seek services. (See chart in Grant Narrative.)

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



All treatment services provided will be provided by licensed or other accredited staff in accordance with generally accepted standards. 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.

All agencies requesting indirect costs have agreed to accept a 10% indirect rate and will not charge direct costs for indirect expenses.

**CITY OF ORLANDO:**

ITEM	Personnel	Administrative Support, plus fringe	\$141,026
ITEM	Reimbursement for Costs to Date	Pulse response costs: personnel for victims' services, FAC staffing, FAC supplies, security and transport for victims, etc.	\$181,551
ITEM	Reimbursement for costs associated with the Orlando United Assistance Center (OUAC)	The city currently contracts with the Heart of Florida United Way for these services, this reimburses the contracted amounts paid to date	\$1,186,757
ITEM	Anniversary Memorial Activities	This funding is for permits, speakers, security, facilities, victim transport, staffing, lodging, etc.	\$92,700
ITEM	Total Funding for City of Orlando		\$1,602,034

Narrative: This budget item includes costs incurred by the City of Orlando to date as a direct result of the Pulse shooting.

Included in this line item are administrative support, equipment, supplies and fringe.

Reimbursement for direct costs to serve victims to date consists of allowable costs associated with operation of the Family Assistance Center in the immediate aftermath of the shooting. This included staff overtime, materials, supplies, costs to assist victims, etc.

\$1,186,757 is the amount the city has expended and obligated for the operation of the OUAC.

Costs associated with anniversary activities area allowable costs like victim transport/lodging, staffing, permits, etc.

**SOLE SOURCE JUSTIFICATION:**

The shooting occurred in the city limits. As a result, the City is lead as indicated by the National Incident Management System (NIMS). The Manager of Partnership position and supporting dollars requested is to provide collaborative leadership relative to citywide response to the Pulse shooting and its victims. This position is strategically placed in the Mayor's office to eliminate barriers for services and collaboration across government and non-profit entities. After further discussion amongst all sub-recipients, it was determined that the same leadership could be accomplished at Orlando United Assistance Center (OUAC)/Heart of Florida United Way. There is no other vendor that can provide that access.

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 City of Orlando is a municipal government entity and affirms that no conflict of interest exists between it and the Florida Office of the Attorney General (OAG) or in accepting and performing the functions of this grant. Performing the functions of this grant include but is not limited to hiring employees, contracting with and using subcontractors, and requesting and accepting reimbursement of funds for expenses associated with this grant.

**ORLANDO UNITED ASSISTANCE CENTER (OUAC)/HEART OF FLORIDA UNITED WAY:**

The OUAC, operated by the Heart of Florida United Way, is solely for the use of the victim/survivors of the Pulse shooting and for Pulse related activities. The center provides navigation as well as direct services and serves as a hub of activity relative to Pulse response.

ITEM	On-going Personnel Expenses (see detail below)	Manager of Partnerships and full staffing and fringe for the OUAC for 27 months	\$2,187,063
ITEM	Heart of Florida United Way reimbursement (Salvation Army, Catholic Charities, United Way)	Reimbursement for United Way and Member Agency's Pulse related payments on behalf of victims in the wake of the shooting. United Way will administer reimbursements	\$75,756
ITEM	Fee for service for individual therapy	Funds set aside for Hispanic Family Counseling as well as	\$471,840

		group therapy at OUAC and other therapy as may be needed by victims/survivors	
ITEM	Local travel @.44.5 per mile	Funding for staff to transport victims and attend Pulse related meetings/training	\$6,620.75
ITEM	Supplies	Includes software licenses for appointments/case management, liability insurance, cell services, office supplies	\$100,710
ITEM	Consultant Fees	This is for trauma informed victim services training for all staff directly serving Pulse victims. The OUAC will develop a mechanism for application and administration of these funds to the partner agencies.	\$19,500
ITEM	Provider burn out prevention. (This could include clinical supervision or other types of assistance)	This is for burn out prevention activities for staff serving Pulse victims in order to ensure their retention and continued ability to serve victims. The OUAC will develop an application and administration mechanism for disbursement of these funds that comport with grant regulations. All partner agencies serving Pulse victims should have the opportunity to use these funds.	\$32,906
ITEM	Conference registration and travel for staff (10 staff per year for 2 years @ \$2000 each)	United Way will administer funding for the staff of the responding agencies that directly serve Pulse victims to obtain relevant nationally based training. All partner agencies will be given the opportunity to utilize these funds.	\$40,000
ITEM	Funds for Public Awareness Campaigns, funding for one campaign per quarter	Funds to contract for print, TV, Radio, internet messaging around how to obtain assistance and victim's services. Also information on the signs and symptoms associated with trauma.	\$810,000
TOTAL	Direct Costs		\$3,744,395.75
	Indirect Costs		\$353,412
TOTAL			\$4,097,807.75

Salaries and fringe are included for the following staff positions for the OUAC:

- Manager of Partnerships - This individual will be charged with spearheading the response and coordinating the efforts of the agencies providing services to victims. The Manager will be charged with removing barriers for victims and service providers as well as managing the contract with the Heart of Florida United Way for the OUAC. This position will be a collaborative hire and oversight by an advisory committee comprised of representatives from the major stake-holding agencies.
- OUAC Administrator—responsible for running the center, reporting, supervision, budgeting, etc.
- OUAC Resource Developer—responsible for developing community based resources for victims and their families such as short term financial assistance, etc. This individual will maintain and distribute resource listing for Pulse impacted individuals.
- OUAC Lead Victim Advocate—the victim advocate lead/OUAC manager serves as the point person for the four victim advocates to help staff client cases and assist with more complex situations discovered by victim advocates. This position also serves as the backup for the OUAC Administrator, taking on duties and responsibilities in the absence of the Administrator.
- OUAC Victim Advocates—four victim advocates are proposed to provide, navigation, case management, peer counseling, referrals and advocacy services for victims. It is estimated that they will serve 300 victims per year.
- OUAC Front Desk staff—two staff are requested to ensure that victims, survivors and others impacted by the tragedy are greeted upon entry. They also answer first line calls and set appointments, two staff are required to ensure full coverage during all open hours of the Center.
- OUAC Clerical Assistant—the clerical assistant will help with any administrative assistant duties for the OUAC staff. This person will help to ensure all files and necessary documents are complete and maintained appropriately. He/she will also serve as a back-up person trained in both front desk and call center duties.
- OUAC Data Manager—the data manager is responsible for ensuring that complete client data can be entered, tracked and reported as necessary. One data manger will be responsible for maintaining all electronic databases to ensure data collected is accurate, and complete. Will analyze data for trends, gaps and ensure all reporting elements are captured appropriately.
- OUAC Security—ensures that victims can use the facility with some form of protection.

As the centralized location for services, referrals, and navigation for Pulse victims, the OUAC will also work collaboratively with the service providing agencies to:

- develop quarterly public awareness activities and manage contracts with firms providing these services;
- manage funds available for national training on victims' issues to ensure staff at Pulse serving agencies are up to date on evidence based modalities for serving victims/survivors;
- manage funds available for staff burnout prevention activities and services for staff of all of the Pulse serving agencies, and,
- develop mechanism for purchasing and monitoring of services inclusive of mental health therapy, medications, group therapy, therapeutic activities, etc. These services should be available to any Pulse victim being assisted by any of the identified agencies.

#### SOLE SOURCE JUSTIFICATION:

The Heart of Florida United Way was the only non-profit identified in the region with the capacity to quickly scale up and manage an Assistance/Navigation Center. The city of Orlando contracted with them and they took over the OUAC management and implementation less than a month after the shooting. They have been fulfilling this role ever since. As a result, there is no other potential contractor with their structure or contacts in place for administration and implementation of the OUAC. In other words, they are currently doing the work and have the capacity to continue to do so. They also have existing contracts and relationships with all of the entities providing services to Pulse victims/survivors, as well as case management and data systems that can be adapted to the work at hand.

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 Heart of Florida United Way is a non-profit organization and affirms that no conflict of interest exists between it and the Florida Office of the Attorney General (OAG) or in accepting and performing the functions of this grant. Performing the functions of this grant include but is not limited to hiring employees, contracting with and using subcontractors, and requesting and accepting reimbursement of funds for expenses associated with this grant.

#### ORANGE COUNTY:

ITEM	On-going Personnel Expenses	Coordinator for First Responder Assistance Services	\$190,125
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ITEM	Reimbursement	Equipment and Supplies for the OUAC (Computers, communications equipment, etc.)	\$69,704
ITEM	Equipment and Supplies	Computer, phone, supplies for First Responder Assistance Service Coordinator	\$5000
ITEM	Janitorial and Maintenance for OUAC	Reimbursement for direct costs to clean and maintain OUAC	\$64,973
ITEM	Reimbursement	Victim's housing for individuals displaced due to shooting	\$39,541
ITEM	Local travel for staff	Mileage for transport of clients, meeting and training attendance	\$6,620.75
ITEM	CISM training	For Pulse First Responders	\$10,400
ITEM	CISM Train the Trainer	Develop four CISM trainers to serve all agencies that provided first response to Pulse shooting	\$3,250
ITEM	Community Resiliency Training	Community Resiliency Model training for Pulse impacted communities to identify signs of trauma and make appropriate referrals. Will train 41 community leaders that reach impacted communities	\$41,600
ITEM	Contract with UCF or other appropriate entity that is qualified to provide trauma informed services for first responders	Direct Services to victims and first responders (two management staff and two Licensed Psychotherapists and associated costs and supplies—see budget detail for more)	\$728,156
TOTALS	Direct Costs		\$1,159,369.75
	Indirect Costs		\$115,937
TOTAL	Orange County		\$1,275,306.75

Orange County typically provides all human services (health, mental health, and social services), not only for Orange County, but for the City of Orlando. This request is for a First Responder Assistance Coordinator. This Coordinator will ensure that all training, assistance and contracts for services to First Responders impacted by the Pulse Shooting are implemented as outlined in the grant. This individual will serve as a one-stop shop for all of the local jurisdictions and departments to contact for assistance. It is estimated that personnel from at least three jurisdictions responded to the Pulse Shooting. First responders to the incident include: police, fire, rescue, emergency medical services, hospital personnel, and the medical examiner's office.

No other funding has been provided to assist these individuals with their needs subsequent to the shooting. This includes the ability contract with the University of Central Florida (UCF) that has been working with special forces combat veterans on resolution of PTSD. They will utilize their

evidenced-based treatment practices to assist the first responders that are struggling with unresolved PTSD due to their involvement with the Pulse response. Based on current referral rates, UCF expects to serve the following individuals in the following manner:

- 200 first responders (police, firefighters and dispatchers) attending group sessions. **15 group sessions x 200 people = 3000 group sessions**
- 30 first responders in need of comprehensive treatment for PTSD – 29 session treatment program (15 individual exposure therapy and 14 group sessions). **29 sessions x 30 people = 830 intensive outpatient treatment sessions**
- **10 outreach/workshops to first responders or victims**
- **10 victims x 29 sessions for a total of 290 treatment sessions for victims.**

Within this budget request is reimbursement of funds expended to provide hardware, software, and communications systems to the OUAC, which the county intends to continue over the course of the grant. Also included are ongoing data and communications costs as well as janitorial and maintenance costs covered by the county. There are additional line items for funds expended for direct shelter services for Pulse impacted victims who were temporarily displaced as a result of the shooting. Several victims and family members of victims lost housing because the income earner was either killed or wounded and lost employment, therefore unable to pay rent. Others were living without a lease and were evicted due to the concern of attention being brought to landlords providing housing to undocumented persons.

#### SOLE SOURCE JUSTIFICATION:

Orange County is the designated mental health and social service provider for Orange County as well as the City of Orlando. They have experience in contract management for mental health services and are currently providing limited referrals for first responders and coordinating community resiliency activities and the SERGE grant activities. There is no other entity that does this work in the geographic area. Orange County would administer funds and monitor the work of UCF with first responders. All activities related to this grant 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 County of Orlando is a municipal government entity and affirms that no conflict of interest exists between it and the Florida Office of the Attorney General (OAG) or in accepting and performing the functions of this grant. Performing the functions of this grant include but is not limited to hiring employees, contracting with and using subcontractors, and requesting and accepting reimbursement of funds for expenses associated with this grant.

OSCEOLA COUNTY:

ITEM	Pulse Victim Case Manager	Salary and fringe for Case Manager to serve Pulse impacted individuals and to ensure services provided closer to the City are also made available in Osceola County	\$189,283
ITEM	Support Group Funding	Funds to purchase clinical facilitation for Pulse victims. (Estimate 108-1 hour sessions w/25 clients at \$30 per client)	\$81,000
ITEM	Supplies	Client file folders, printer cartridges, pens, paper, etc. (\$25/moth)	\$675
ITEM	Local Mileage	Travel costs for staff for local transport of victims, travel to meetings and trainings related to serving Pulse victims	\$6,620.75
ITEM	Reimbursement	Direct payments to victims for displacement (rent & utilities)	\$11,000
ITEM	Total Direct		\$288,578.75
	Total Indirect		\$28,858
	Total Osceola County/Park Place		\$317,436.75

Many victims of the shooting were from Osceola County. The County is providing mental health, and case management services to victims and their families in many different venues. This request is for salary associated with one case manager to ensure that individuals can access services, that they know what is available to them closer to the location of the OUAC and that they receive outreach to ensure movement toward resilience. While the county is providing a myriad of services for the victims in their jurisdiction, they only requested salary and fringe for one position, purchased group services, and supplies. As stated above, some victims were displaced due to tenuous housing situations prior to the shooting.

SOLE SOURCE JUSTIFICATION:

Park Place is the mental health service provider for Osceola County and is currently being used by Pulse victims/survivors for services. 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 City of Orlando is a municipal government entity and the Park Place is a non-profit organization. Both organizations affirm that no conflict of interest exists between them and the Florida Office of the Attorney General (OAG) or in accepting and performing the functions of this grant. Performing the functions of this grant include but it's not limited to hiring employees, contracting with and using subcontractors, and requesting and accepting reimbursement of funds for expenses associated with this grant.

**TWO SPIRIT:**

ITEM	Advanced Registered Nurse Practitioner (ARNP) Salary + Fringe	Estimate home visits to at least 200 Pulse victims during the course of the grant to do medical assessment	\$239,850
ITEM	Medical concierge/Health Educator Salary + Fringe	Estimate medical case management for 100 Pulse impacted clients	\$128,700
ITEM	SA Peer Counselor Salary + Fringe	Expect that at least 10% of Pulse impacted individuals will experience substance abuse problems or relapse. This individual will coordinate services for those identified by the ARNP, partner agencies, or through regular medical services provided by Two Spirit.	\$115,172
ITEM	Per capita medical and therapy expenses not covered via Victims' Compensation	Currently 25% of those seeking services are Pulse related. This translates to \$266.53 per medical patient and \$66.71 per mental health patient for 27 months	\$310,468
ITEM	STI/HIV/HEP Testing	For victims who were exposed to blood borne pathogens (30 victims at \$1000 per panel)	\$30,000
ITEM	Equipment	Computers and Cell phones for new staff	\$9,425
ITEM	Vocational Rehabilitation Services (referral by ARNP)	Reserve funds for purchase of service for vocational rehabilitation needed as a result of the shooting. 100 victims at \$500 per victim	\$50,000
ITEM	Local travel	Mileage for nurse/health educator to make home visits to Pulse victims, attend Pulse related meetings and training	\$6,620.75
TOTALS	Direct Costs		\$890,235.75
	Indirect Costs		\$89,024
	Total Two Spirit		\$979,259.75

- Advanced Registered Nurse Practitioner (ARNP) to provide full medical assessment on all Pulse Affected persons. Many victims of the shooting were trapped in a scene where it is known that there are blood borne pathogens. Victims are unaware of this risk and some were simply treated for minor wounds and released. It is important to reach every victim to ensure they receive testing and treatment if necessary. The ARNP will provide outreach to those victims who have not received testing or other medical resources and offer the appropriate services. The ARNP will co-locate to the Orlando United Assistance Center and Proyecto Somos Orlando to help ensure all potential victims are treated and assessed. Crime Victim's Compensation would be unable to consider this cost as it may be difficult to tie directly to the crime.
- Mental Health Manager/Patient concierge/Health Educator—This person helps triage Pulse affected patients, conducts interface with the Orlando United Assistance Center and Proyecto Somos Orlando, employs patient engagement activities to help patients remain in care. Traditionally, HIV/STI/HEP testing is conducted by a certified health educator. This person will also help with continuum of care needs and assist the ARNP in the overall health assessment. The health educator is also trained in risk-behavior discussions and case management. This person will also be Bi-lingual Spanish and will assist the ARNP in translation services when needed.
- Substance Abuse Peer Counselor—In the wake of the shooting, case managers and service providers have noted an increase in high risk behavior from individuals that were impacted by the Pulse shooting. This includes increased rates of substance abuse. An SA Peer Counselor will allow for more intensive assistance to be provided to Pulse impacted individuals struggling with Pulse related health/mental health issues as well as resultant substance abuse issues.

#### SOLE SOURCE JUSTIFICATION:

Two Spirit is the only licensed health/mental health care provider in the geographic region whose target population is the LGBT community. They have a fully operational outpatient medical/mental health facility. They also have Spanish-speaking staffing for both health and mental health assistance. Pulse victims and survivors immediately sought services from Two Spirit in the aftermath of the shooting and many continue to seek services from this entity. They are experienced in providing services in a manner that meets the needs of the population. There is no alternative service provider in the region with the same experience and facility/staff capacity to serve Pulse victims/survivors. Two spirit will also commit to serving this population when the grant period ends.

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 Two Spirit Health Services is a non-profit organization and affirms that no conflict of interest exists between it and the Florida Office of the Attorney General (OAG) or in accepting and performing the functions of this grant. Performing the functions of this grant include but is not limited to hiring employees, contracting with and using subcontractors, and requesting and accepting reimbursement of funds for expenses associated with this grant.

FLORIDA OFFICE OF THE ATTORNEY GENERAL (OAG):

ITEM	AEAP Grant Administrator (Salary + Fringe) \$65,000 per year + Fringe	Individual to manage grant and ensure compliance with funding requirements	\$190,125
ITEM	Computer, printer, phone, software licenses for grant monitor		\$5,000
TOTAL			\$195,125

The Florida Office of the Attorney General (OAG) will administer the AEAP grant and will require a grant monitor for this activity. Salary, fringe, equipment and supplies are requested in this grant.



[General Instructions](#) & Resources

[View Budget Summary](#)

UMB APPROVAL NO.: 1121-0329  
EXPIRES 7/31/2016

REVISED 5/31/17

Budget Detail Worksheet

- (1) **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.
- (2) For each budget category, you can see a sample by clicking ([To View an Example, Click Here](#)) at the end of each description.
- (3) There are various hot links listed in red in the budget categories that will provide additional information via documents on the internet.
- (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 5 U.S.C. 55.2.

**A. Personnel-** 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. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. *(Note: Use whole numbers as the percentage of time, an example is 75.5r/o should be shown as 75.50)* To View an Example, Click Here

**PERSONNEL (FEDERAL)**

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Month	0.00		\$0
OAG	AEAP Grant Monitor	\$5,416.67	Month	100.00	27	\$146,250
FEDERAL TOTAL						\$146,250

**PERSONNEL NARRATIVE (FEDERAL)**

Florida Office of the Attorney General:  
Grant Manager solely to manage and monitor the AEAP grant: \$5,416.67 per month, which would be \$65,000 per year.

**PERSONNEL (NON-FEDERAL)**

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			\$0
NON-FEDERAL TOTAL						\$0

**PERSONNEL NARRATIVE (NON-FEDERAL)**

		TOTAL PERSONNEL	\$146,250
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**Fringe Benefits-** 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 budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. *(Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)* To View an Example, Click Here

**FRINGE BENEFITS (FEDERAL)**

Description	Computation		Cost
	Base	Rate	
			\$0
OAG AEAP Grant Monitor	\$146,250.00	0.3	\$43,875
FEDERAL TOTAL			\$43,875

**FRINGE BENEFITS NARRATIVE (FEDERAL)**

Fringe benefits for the Florida OAG position in the grant, calculated at an average 30% rate for 27 months of salary.

FRINGE BENEFITS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

FRINGE BENEFITS NARRATIVE (NON-FEDERAL)

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TOTAL FRINGE BENEFITS \$43,875



C. **Travel** -Itemize travel expenses of staff personnel by purpose (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 source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category. To View an Example, Click Here

**TRAVEL (FEDERAL)**

Purpose of Travel	Location	Computation							Cost
Transport Victims to Services, conduct home visits, local travel to meetings	Greater Orlando and surrounding areas	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						\$0.00	
		Meals						\$0.00	
		Mileage	\$0.445	Mile	601		99	\$26,477.06	
		Transportation:							
				Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other							
		parking/tolls	\$6.00		1	1	1	\$6.00	
Subtotal								\$26,483.06	\$26,483.06

FEDERAL TOTAL \$26,483.06

**TRAVEL NARRATIVE (FEDERAL)**

This is for local mileage to be allocated to individuals directly serving victims of the Pulse shooting within the course of their normal duties. Many staff will be required to conduct home visits, transport victims for services, attend meetings, vigils, and trainings. Purchase of agency based vehicles are not budgeted, so staff will need to seek reimbursement for work related travel. This allows OUAC, Two Spirit, Osceola County, and Orange County \$6,620.75 each for travel. A small amount was placed in other for the purposes of this worksheet to maintain the original overall travel budget for each agency when the mileage rate was lowered from the federal rate to the Florida rate. This small amount can be used to reimburse tolls and parking if necessary.

**TRAVEL (NON-FEDERAL)**

Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost
		<u>Lodging</u>		Night				\$0.00
		Meals		Day				\$0.00
		Mileage		Mile				\$0.00
		Transportation		Round-trip				\$0.00
		Local Travel						\$0.00
		<b>Subtotal</b>						\$0.00
NON-FEDERAL TOTAL								

**TRAVEL NARRATIVE (NON-FEDERAL)**

		TOTAL TRAVEL	\$26,483
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**D. Equipment-** List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable 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 "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. To View an Example, [Click Here](#)

**EQUIPMENT (FEDERAL)**

Item	Computation		Cost
	Quantity	Cost	
Dell Optiplex 9020 computers for staff at OUAC (Orange County reimbursement)	11	\$652.97	\$7,183
Dell 23" monitors (Orange County)	11	\$156.00	\$1,716
HP Laser Jet Pro Printer (Orange County)	1	\$247.48	\$247
Phone sets (Orange County)	19	\$195.00	\$3,705
Polycom Conference Phone (Orange County)	1	\$425.00	\$425
Laptop computers for Two Spirit Staff	3	\$2,500.00	\$7,500
Cell phone for Two Spirit Outreach Staff	3	\$500.00	\$1,500
Printer for Two Spirit staff	1	\$425.00	\$425
Computer and equipment for OAG grant monitor	1	\$5,000.00	\$5,000
Computer and office equipment for Orange County Responder Coordinator	1	\$5,000.00	\$5,000
FEDERAL TOTAL			\$32,701

#### EQUIPMENT NARRATIVE (FEDERAL)

Each line item referring to Orange County is for reimbursement for equipment provided by Orange County to the OUAC for staff use for the duration of the period of service. Each line item referring to Two Spirit is for equipment required by staffing that are provided through this grant. It is anticipated that Two Spirit staff will be making home visits and conducting intensive outreach requiring mobile phones and laptops. Equipment for the Orange County First Responder Assistance Coordinator is included as is equipment for the OAG grant monitor. Agencies will also likely contribute office furniture and other equipment.

This equipment should depreciate fully by the end of the grant period.

## EQUIPMENT (NON-FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			\$0
NON-FEDERAL TOTAL			\$0

## EQUIPMENT NARRATIVE (NON-FEDERAL)

		TOTAL EQUIPMENT	\$32,701
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**E. Supplies-** List items by type (office supplies, postage, training materials, copying 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. To [View an Example, Click Here](#)

**SUPPLIES (FEDERAL)**

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
Access points for communications into OUAC (reimburse Orange Co)	4	\$1,000.00	\$4,000
Port switches (reimburse Orange Co)	3	\$716.00	\$2,148
48 Port Switched (reimburse Orange Co)	2	\$3,211.00	\$6,422
AA Firewall (reimburse Orange Co)	1	\$800.00	\$800
Cost to cable building (reimburse Orange Co)	1	\$650.00	\$650
Re-occurring circuit costs (reimburse Orange Co)	3	\$14,136.00	\$42,408
Park Place requests \$25/mo for 27 months for supplies (file folders, paper, printer supplies)	27	\$25.00	\$675
OUAC Office supplies: file folders, paper, pens, etc. (1,000 per month)	27	\$1,000.00	\$27,000
OUAC MaaLink Software License for client tracking (2250 per year)	1	\$4,500.00	\$4,500
OUAC Microsoft office licenses for OUAC (\$500 per year)	2	\$500.00	\$1,000
OUAC Cell phone service reimbursement for 2 phones (\$500 per phone each year)	2	\$1,000.00	\$2,000
OUAC Cloud storage fees (1280 per year x 2 years)	2	\$1,280.00	\$2,560
OUAC PC Hardware upgrades (a), \$3500/yr for 2 years	2	\$3,500.00	\$7,000
OUAC Appointment plus software license 1250 per year for 2 years	2	\$1,250.00	\$2,500
OUAC wi-fi hotspot for OUAC visitors and consultants 575 per year for two years	2	\$575.00	\$1,150
OUAC software licensing updates 1500 per year for 2 years	2	\$1,500.00	\$3,000

**SUPPLIES (FEDERAL)**

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
OUAC Personal Property insurance to cover all liabilities at \$25,000 per year for 2 years	2	\$25,000.00	\$50,000
FEDERAL TOTAL			\$157,813

**SUPPLIES NARRATIVE (FEDERAL)**

The first set of expenses are to be reimbursed to Orange County for supplies to set up all of the computer and communications systems for the UOAC. The County donated a building that was long unused medical office space. They had it renovated and provided all of the initial equipment and supplies for the staff. This required new wiring, data ports, multi-line phone systems, etc. While extensive renovation costs cannot be considered, equipment that will be used by staff has been reported here.

Park Place in Osceola County-\$675 is providing equipment and administrative support to staff that serve Pulse victims. They are requesting funds for standard office supplies like client folders, printing supplies, notepads, flip charts (for groups) etc.

The expenses designated for the OUAC begin with those initials. They are standard items needed to operate any victim serving office and include office supplies, cell phones, software licensing updates/purchase/personal property insurance for the building and parking lot, etc. Because the building is used by victims/survivors as well as other victim serving agencies, office supplies like paper towels, toilet paper, art therapy supplies will also be purchased with the monthly supply budget.

## SUPPLIES (NON-FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			\$0
			\$0
NON-FEDERAL TOTAL			\$0

## SUPPLIES NARRATIVE (NON-FEDERAL)

	TOTAL SUPPLIES	\$157,813
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F. **Construction-** Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category.

[To View an Example, Click Here](#)

**CONSTRUCTION (FEDERAL)**

Purpose	Description of Work	Cost
FEDERAL TOTAL		\$0

**CONSTRUCTION NARRATIVE (FEDERAL)**

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**CONSTRUCTION (NON-FEDERAL)**

Purpose	Description of Work	Cost
FEDERAL TOTAL		\$0

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**CONSTRUCTION NARRATIVE (NON-FEDERAL)**

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**TOTAL CONSTRUCTION      \$0**

**G. Consultants/Contracts-**Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

**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 \$650 per day or \$81.25 per hour require additional justification and prior approval from OJP. To View an Example, Click Here

**CONSULTANT FEES (FEDERAL)**

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
Consultant	Provide training and support	\$650.00	8 Hour Day	30	\$19,500
CISM training	Training for support of first responders	\$650.00	8 Hour Day	16	\$10,400
CISM train the trainer	Get 4 individuals trained to support	\$650.00	8 Hour Day	5	\$3,250
Burn out prevention consults for svc. providers	self care activities for providers	\$81.25	Hourly	405	\$32,906
CRM training	Community Resiliency Training	\$650.00	8 Hour Day	64	\$41,600
SUBTOTAL					\$107,656

**CONSULTANT FEES NARRATIVE (FEDERAL)**

The first line item above is for anticipated training needs for the service providers for Pulse victims. Because agencies are still staffing up it is unclear where training gaps lie, so this is a placeholder to bring in trainers and other consultants for a maximum of 30 days for those entities serving Pulse impacted individuals for the next 27 months.

Critical Incident Stress Management (CISM) is a common modality of providing support to first responders. The first budget item is for at least three large basic training to introduce the concept to Pulse impacted first responders. These trainings have a range of costs averaging \$3300 each, so 16 days of consultation should allow for three CISM trainings for first responders. These funds will be managed by the Orange County First Responder Assistance Coordinator.

In order to maintain some ongoing competence in CISM for first responders, four trainers will be trained to provide ongoing training to the multiple agencies that provided first responders to the Pulse shooting. It is estimated that 5 days of consultant time will be required to fund the full cost of the train the trainer curriculum.

Burn-out prevention activities: Each responding agency (OUAC, Orange County, Two Spirit, UFC, Park Place) must have something in place to prevent staff burnout (individual clinical supervision, etc.) \$100 per session for three sessions a month for each of the five agencies is reserved in this budget for these activities. The OUAC will manage these funds and distribute them through a process to eligible victim serving entities.

Community Resiliency Model training (CRM) will be made available for Pulse impacted communities. Applying CRM pro-actively with an entire community or neighborhood that is chronically stressed can alleviate the symptoms of chronic stress placing the community and its members in a better position to change their situation by increasing their resiliency. There is a substantial and growing evidence base for the efficacy of CRM in reducing anxiety, depression, somatic symptoms and hostility indicators. This training generally costs \$1000 per participant, so 64 days of consultant time should serve 42 participants in a variety of communities. Participants will be carefully selected for their ability to provide ongoing benefits to Pulse impacted communities.

CONSULTANT FEES (NON-FEDERAL)		Computation			Cost
Name of Consultant	Service Provided	Fee	Basis	Quantity	
			8 Hour Day		\$0
SUBTOTAL					\$0

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CONSULTANT FEES NARRATIVE (NON-FEDERAL)

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**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

**CONSULTANT EXPENSES (FEDERAL)**

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						\$0.00	
		Meals						\$0.00	
		Mileage		Mile				\$0.00	
		Transportation		Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other						\$0.00	
		Subtotal						\$0.00	
SUBTOTAL									\$0
FEDERAL TOTAL									\$107,656

**CONSULTANT EXPENSES NARRATIVE (FEDERAL)**

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## CONSULTANT FEES (NON-FEDERAL)

Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost
		<u>Lodging</u>		Night				\$0.00
		Meals		Day				\$0.00
		Mileage		Mile				\$0.00
		Transportation		Round-trip				\$0.00
		Local Travel						\$0.00
		<b>Subtotal</b>						\$0.00
NON-FEDERAL TOTAL								

### CONSULTANT EXPENSES NARRATIVE (NON-FEDERAL)

		TOTAL	\$107,656
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**Contracts:** Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$150,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award. Note: This budget category may include sub-awards.

**CONTRACTS (FEDERAL)**

Item	Cost
Two Spirits Health Care. \$266.53 per medical patient and \$66.71 per mental health patient @ 25% of client base x 27 months	\$310,468
Catholic Charities for basic needs (emergency financial support) in the aftermath (79 clients)	\$25,974
Salvation Army rent/utility assistance (70 clients)	\$22,143
United Way for direct victim services, basic needs, etc. (73 clients)	\$27,639
Reimbursement for the City of Orlando for expenditures	\$181,551
Reimbursement for Osceola County for direct expenditures for victims	\$11,000
City of Orlando Contract with United Way reimbursement for staffing and services provided through OUAC to date	\$1,186,757
Hispanic Counseling Center or other fee for service provider 40 clients per year, 1 hr sessions 50 weeks @80/session x 27 mas administered by OUAC	\$388,800
Vocational Rehabilitation for 100 victims@\$500 per victim administered by Two Spirit	\$50,000
Two Spirit for lab work for HIV/STI/HEP testing for 30 individuals	\$30,000
Funding for contracted group therapy sessions at the OUAC, serving 50 individuals for 27 months administered by OUAC	\$83,040
Park Place Group Therapy sessions @ \$30 per client per session, estimate 108 sessions and 25 clients	\$81,000
UCF for first responder treatment on site and in the field, contract administered by Orange Co. Includes staff, victim travel, etc.	\$728,156
Manager of collaborative partnerships (United Way) \$6003.50 per mo x 27 mos=\$162,095total +fringe @ 30% \$48,629	\$210,274
City of Orlando administrative support \$4005 per mo x 27 mos=\$108,135 +30% fringe \$32,441	\$140,576
OUAC Administrator \$10,150.83 per mo x27 mas= \$274,072 +30% fringe \$82,222	\$356,294
2 front desk staff for OUAC \$6940.33 per mo x 27 mos=\$187,839 +30% fringe of \$56,532	\$244,191
OUAC Data Manager \$4,147.08 per mo x 27 mos=\$111,971+30% fringe of\$33,591	\$145,562
OUAC Partnership and Resource Developer \$4,229.16 per mo x 27 mos=\$114,187+30% fringe of \$34,256	\$148,443
OUAC Clerical Assistant \$3,272.50 pe rmo x 27 mos=\$88,358 + 30% fringe of \$26,507	\$114,865
OUAC Lead Victim Advocate \$5075 per mo x 27 mos=\$137,025 + 30% fringe of\$41,108	\$178,133

**CONTRACTS (FEDERAL)**

Item	Cost
OUAC 4 Victim Advocates at \$18,125 per mo x 27 mos=\$489,375+30% fringe \$146,813	\$636,188
OUAC Security Officer at \$4,375 per mo x 27 mos=\$118,125+30% fringe \$35,438	\$153,563
Orange County MH First Responder Services Coordinator at \$5,416.67 per mo x 27 mos=\$146,250+30% fringe \$43,875	\$190,125
Osceola County Park Place Case Manager at \$5,392.67 permo x 27 mos=\$145,602+30% fringe \$43,681	\$189,283
Two Spirit ARNP at \$6,833.34 per mo x27 mos=\$184,500+30% fringe of\$55,350	\$239,850
Two Spirit Patient Concierge/Health Educator at \$3,666.67 per mo x27 mos=\$99,000+30% fringe \$29,700	\$128,700
Two Spirit SA Peer Counselor at \$3,281 per mo x 27 mos =\$88,594 + 30% fringe of \$26,578	\$115,172
FEDERAL TOTAL	\$6,317,747



## CONTRACTS NARRATIVE (FEDERAL)

Two Spirit-\$310,468 for medical/mental health treatment, labs, and medications for Pulse impacted individuals. Per reports of the organization, this is running at 25% of current patient load for patients that are ineligible by definition for Crime Victims' Compensation.

Catholic Charities-\$25,974 is direct reimbursement for direct emergency assistance provided to 79 Pulse victims/survivors in the aftermath of the shooting (detailed records are available).

Salvation Army-\$22,143 assisted 70 Pulse victims/survivors with rent/utility assistance, this is for reimbursement of those expenses (detailed records are available).

United Way-\$27,630 assisted with living expenses of 73 victims/survivors, this is for reimbursement (detailed records are available).

City of Orlando-\$181,551 is for reimbursement of expenditures relating to: overtime and fringe for first responders and additional staff brought in for direct response, FAC staffing/fringe costs, FAC equipment, supplies, security, materials. Un-allowable costs were removed from their request before inclusion in this budget.

Hispanic Counseling Center or other contracted provider--\$388,000 is reserved to purchase services as needed for Pulse impacted individuals that do not qualify or exhaust Compensation benefits. Estimated at 40 clients for weekly sessions for 27 months @\$80 per session. United Way will manage these funds and may use other appropriate contractors as needed.

Vocational Rehabilitation-\$50,000 The full scale of physical injuries and potential infection is currently unknown, these funds are reserved for use by the United Way or Two Spirit to purchase vocational rehabilitation services for those that cannot return to work due to injuries (physical or emotional) during the Pulse shooting.

Two Spirit-based on assessment by the ARNC, some victims may need ongoing lab services, this reserves full testing for 30 individuals.

Contracted group therapy sessions at OUAC--\$83,000 is reserved for contracted group facilitation by a licensed provider for a variety of treatment groups at the OUAC.

Park Place is conducting groups in Osceola County and provides a reduced group rate of \$30 per session per individual. They estimate 25 Pulse related individuals for the 108 weeks of this grant, reserving \$81,000 for group related costs.

University of Central Florida intensive services for victims and first responders. This contract will be managed by Orange County and they may wish to contract other providers under this expense as well. UCF expects to serve the following: 200 first responders (police, firefighters and dispatchers) attending group sessions; 15 group sessions x 200 people = 3000 group sessions; 10 outreach/workshops to first responders or victims; 10 victims x 29 sessions for a total of 290 treatment sessions for victims. Funds budgeted cover two PhDs at 10% of time and two full time clinical psychologists, plus victim travel/lodging if intensive tx is needed.

Sole source justification for those agencies receiving more than \$150,000 per year is included in the agency by agency budget narrative.

See attached Word document for narrative relative to the positions outlined in contracts.

## CONTRACTS (FEDERAL)

### Detail for Personnel Costs Outlined in Contracts Category for BJA Worksheet

#### City of Orlando:

City of Orlando Administrative Staff support--The City estimates \$48,060 per year or \$4,005 per month in administrative support will be required to support the position with responding to Pulse related inquiries, planning and supporting meetings, trainings, etc.

#### Orlando United Assistance Center (OUAC)/Heart of Florida United Way-solely for victims/survivors of Pulse shooting.

Manager of Partnerships: This position will be charged with eliminating barriers to implementation of services for Pulse effected citizens, victims, and first responders. They will coordinate services and assistance among all agencies responding to the Pulse shooting. This grant is structured so that there are many entry points for victims, survivors, and other Pulse impacted individuals. The Manager should ensure that all entry points are working collaboratively, creatively, and not duplicating services. The annual salary allocated for the position is \$72,042 annually or \$6003.50 per month plus fringe.

OUAC Manager--Will oversee all operations of the OUAC, ensure continuous staff training, quality of services, manage funding streams, ensure compliance, and ensure timely and accurate reporting. The projected annual salary allocated to this position is \$121,810 per year or \$10,150.83 per month + fringe

2 OUAC Front Desk Staff--Two staff are required to greet and register individuals coming to the OUAC for services. They also open/close the building and provide consistent staffing/referral information when others are out of the office. Due to the hours involved in operating the center, it is important to have at least two positions for continuous coverage. These staff are bilingual. Each staff person is budgeted at an annual salary of \$41,641.98 or \$3470.17 per month plus fringe.

OUAC Data Manager--The data manager ensures that client tracking and referral systems are operational and functional. The Data Manager is also ensuring that all services and referrals provided to Pulse victims and survivors are tracked and monitored for outcomes. The position is budgeted at \$50,050 annually/\$4170.83 per month plus fringe.

OUAC Partnership/Resource Manager is budgeted at \$50,750 per year/\$4229.16 per month fringe. Will develop client resources and maintain resource directory for Pulse victims.

OUAC Clerical Assistant--The clerical assistant provides administrative support to the staff at the OUAC. This position is budgeted at \$39,270 per year/\$3272.50 per month.

OUAC Victim Advocate Team Leader--there are four victim advocates at the OUAC, this person will work with victims as well as provide supervision and ensure training opportunities to the other victim advocates. This position is budgeted at \$60,900 per year or \$5075.00 per month plus fringe

4 OUAC Victim Advocates--Victim advocates provide case management, referrals, victim advocacy, etc. The positions are budgeted at \$54,375 each per year or \$4531.25 per month plus fringe.

Orange County First Responder Service Coordinator—This position will be responsible for coordinating all referrals, trainings, and contracts relative to providing assistance to Pulse impacted first responders and serve as the central point of contact for the potential 300+ first responders that may seek services for Pulse related issues. The annual salary budgeted for this position is \$65,000 annually/\$5416.67 per month plus fringe.

Osceola County Park Place Case Manager-Park Place is the mental health services provider for Osceola County where many of the victims/survivors of the Pulse shooting live. They expect to serve 100 Pulse impacted individuals each year. Case management services are required to ensure that victims and survivors remain connected with needed services and assistance that becomes available. The annual salary budgeted for this position is \$64,712 or \$5392.67 per month plus fringe.

#### Two Spirit

Two Spirit Nurse Practitioner—will conduct a health assessments on all Pulse victims, ensuring that they receive needed treatment and testing, as well as provide supervision to the Patient Concierge and Health Educator. Salary is budgeted at \$82,000 per year or \$6833.34 per month plus fringe

Two Spirit Patient Concierge/Health Educator--Assists Pulse impacted patients with follow up appointments, testing, rides, navigating medical treatment, connecting with treatment options, etc. The position is budgeted at \$44,000 per year or \$3666.67 per month plus fringe.

Two Spirit Substance Abuse Peer Counselor: For those victims with dual diagnosis or those struggling with SA in addition to Pulse related issues.\$39,375 per year/\$3281.25 per month plus fringe.

CONTRACTS (NON-FEDERAL)

Item	Cost
NON-FEDERAL TOTAL	\$0

## CONTRACTS NARRATIVE (NON-FEDERAL)

TOTAL CONTRACTS	\$6,317,747
TOTAL CONSULTANTS/CONTRACTS	\$6,425,403

H. Other Costs -List items (e.g., rent (arms-length transaction only), reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major 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. The basis field is a text field to describe the quantity such as square footage, months, etc. To View an Example, Click Here

#### OTHER COSTS (FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
Janitorial and Utilities for OUAC	1	monthly	\$2406.41	27	\$64,973
Projected Costs for One year anniversary-city of Orlando	1	year	\$92700	1	\$92,700
Victim Services Public Awareness Campaigns	1	month	\$90000	9	\$810,000
Orange County lodging for Pulse displaced persons	1	year	\$39541	1	\$39,541
Conference Registration, Travel Costs for staff	10	year	\$2000	2	\$40,000
					\$0
					\$0
FEDERAL TOTAL					\$1,047,214

#### OTHER COSTS NARRATIVE (FEDERAL)

Orange County--\$64,973 is budgeted for janitorial and utility costs for the OUAC facility

One Year Anniversary Costs for the City of Orlando--\$97,000 Projected reimbursable costs include permits, speakers, victim travel and lodging security, materials, parking, etc. This projected cost is based on costs already incurred for six month anniversary activities.

Victim Services Public Awareness Campaign--This is for a contracted media company to do quarterly messaging for Pulse victims/survivors to help link them with available assistance. \$90,000 per quarter is budgeted for print, TV, Radio, web and geo-fenced messaging. This will be contracted out by the United Way with the consent of the other service partners.

Orange County-\$39541 is reimbursed for lodging for victims/survivors temporarily displaced due to the impact of the shooting.

Conference Registration--\$2000 per staff for 10 staff for national victim services conferences like those sponsored by OVC, NOVA, NCVC. \$40,000 is reserved for the duration of the grant period for at least 10 staff from the named agencies to attend these important training opportunities that ultimately benefit victims served.

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					\$0
NON-FEDERAL TOTAL					\$0

		TOTAL OTHER COSTS	\$1,047,214
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1. **Indirect Costs**-Indirect costs are allowed if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, or the applicant may elect to charge a de minimis rate of 10% of modified total direct costs as indicated in 2 CFR Part 200.414f . If the applicant's accounting system permits, costs may be allocated in the direct cost categories. *(Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73)* To View an Example, Click Here

**INDIRECT COSTS (FEDERAL)**

Description	Computation		Cost
	Base	Rate	
Orange County	\$1,159,369.75	10	\$115,937
Heart of Florida United Way	\$3,534,121.75	10	\$353,412
Two Spirit	\$890,235.75	10	\$89,024
Osceola County	\$288,578.75	10	\$28,858
			\$0
FEDERAL TOTAL			\$587,231

**INDIRECT COSTS NARRATIVE (FEDERAL)**

Utilized the de minimis rate of 10% in the interest of equity among the recipient organizations. While some organizations have a higher established rate, not all organizations named have an established approved rate. The Heart of Florida United Way agreed to accept the 10% rate for equity among the agencies. This should assist in off-setting some administrative costs to implement the complex grant/contract requirements. Agencies will not charge direct costs for indirect expenses.

## INDIRECT COSTS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

### INDIRECT COSTS NARRATIVE (NON-FEDERAL)

	TOTAL INDIRECT COSTS	\$587,231
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**Budget Summary-** When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$146,250	\$0	\$146,250
B. Fringe Benefits	\$43,875	\$0	\$43,875
C. Travel	\$26,483	\$0	\$26,483
D. Equipment	\$32,701	\$0	\$32,701
E. Supplies	\$157,813	\$0	\$157,813
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$6,425,403	\$0	\$6,425,403
H. Other	\$1,047,214	\$0	\$1,047,214
Total Direct Costs	\$7,879,739	\$0	\$7,879,739
I. Indirect Costs	\$587,231	\$0	\$587,231
<b>TOTAL PROJECT COSTS</b>	<b>\$8,466,970</b>	<b>\$0</b>	<b>\$8,466,970</b>

<b>Federal Request</b>	\$8,466,970
<b>Non-Federal Amount</b>	\$0
<b>Total Project Cost</b>	\$8,466,970

#### Public Reporting Burden

*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 average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188 Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.*