

**ADULT TREATMENT COURT ENHANCEMENT PROGRAM  
SERVICES AGREEMENT BETWEEN ASPIRE HEALTH PARTNERS, INC.,  
AND SEMINOLE COUNTY  
FOR PROGRAM YEARS 2024-2025, 2025-2026, 2026-2027, AND 2027-2028**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ASPIRE HEALTH PARTNERS, INC.**, whose address is 5101 Adanson Street, Orlando, Florida 32804, in this Agreement referred to as “**PARNTER**,” and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**.”

**W I T N E S S E T H:**

**WHEREAS**, COUNTY has received a grant award from the United States Department of Justice, Office of Justice Programs (“DOJOJP”) for the Adult Treatment Court Enhancement Program grant project for fiscal years 2024-2025, 2025-2026, 2026-2027 and 2027-2028; and

**WHEREAS**, the COUNTY has entered into an agreement with the Eighteenth Judicial Circuit in and for Seminole County for an Adult Treatment Court Enhancement Program (also referred to as “Drug Court”) uniting the judiciary, criminal justice entities, mental health and substance abuse treatment providers, and the community in a single program that both promotes public safety and reduces criminal activity by non-violent offenders and restores them to law-abiding citizens, while lessening the fiscal impact on the criminal justice system and society as a whole (the “Program”); and

**WHEREAS**, the parties find and determine that continued operation of the Program provides mental health court services by offering an alternative to conventional criminal

prosecution for certain qualified offenders, thereby fulfilling a true public service, aiming to reduce recidivism; and

**WHEREAS**, the Program involves mutual responsibilities of the parties, as well as reliance upon the utilization of third-party services performed by PARTNER, which arrangements both parties believe are best delineated through a bilateral funding agreement in the form of this Agreement; and

**WHEREAS**, PARTNER will provide clinical assessments and recommendations for treatment for participants, including, but not limited to, residential treatment, as reviewed and approved by the Court Team; and

**WHEREAS**, PARTNER will provide services to Program participants by processing court referrals for participants needing residential crisis stabilization, by providing structured, evidence-based therapeutic services tailored to participant needs during residential stay, by conducting comprehensive assessments and coordinate medical, psychiatric, and social service support to address co-occurring disorders and immediate psychosocial needs, and by recording and maintaining participant progress information; and

**WHEREAS**, COUNTY has appropriated the necessary funding for PARTNER's services under this Agreement for the Program after determining that the services are in furtherance of a valid public purpose; and

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and the good and valuable monetary consideration as set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, COUNTY and PARTNER hereby agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**Section 2. Term.** This Agreement will be deemed to have an effective date retroactive to October 1, 2024, irrespective of its actual date of execution, and ends on September 30, 2028.

**Section 3. Termination.** COUNTY may terminate this Agreement for cause upon not less than ninety (90) days written notice delivered to PARTNER as provided for in Section 14 below. Partner may terminate this Agreement for cause upon not less than ninety (90) days written notice delivered to COUNTY as provided for in Section 14 below. COUNTY may terminate this Agreement without cause immediately upon written notice to PARTNER as provided for in Section 14 below. After PARTNER has received notice of termination, COUNTY will not be obligated to pay PARTNER for any subsequently provided services or subsequently incurred costs. Upon such termination, PARTNER must immediately refund any unused grant funds under this Agreement, in its possession, to COUNTY or otherwise use such funds as COUNTY or DOJJP directs. Any requirements set forth in Sections 7, 8, 9, and 12 below will survive the termination of this Agreement.

**Services 4. Services.** PARTNER must use funds from this Agreement to provide services to COUNTY, as described in Exhibit B, Scope of Services, attached to and incorporated in this Agreement by reference. In the performance of services under this Agreement, PARTNER must comply with any terms and conditions in Exhibit A, Notice of Award with Program Terms and Conditions as it pertains to recipient and subrecipient, attached to and incorporated in this Agreement by reference.

**Section 5. Revenue from Other Sources.** PARTNER represents that it has not previously entered into, and PARTNER will not enter into, an agreement with any other party including service recipients under this Agreement whereby PARTNER would be paid for providing the services described above, except as specified in Section 4 above.

**Section 6. Indemnification.** PARTNER shall hold harmless, indemnify, and defend COUNTY, its commissioners, officers, employees, and agents from and against any and all liability, claims for damages, and lawsuits for any injury to any person or persons, or damages to any property of any kind whatsoever arising from, allegedly arising from, or in any way related to PARTNER's provision of services under this Agreement. PARTNER's agreement to indemnify and hold COUNTY harmless includes all charges, expenses, and costs, including attorneys' fees, incurred by COUNTY on account of or by reason of such injuries, damages, liability claims, lawsuits, or losses and on any resulting damages.

**Section 7. Insurance.**

(a) PARTNER, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department.

(1) PARTNER shall require and ensure that each of its subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PARTNER will relieve PARTNER of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by PARTNER in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of PARTNER.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then PARTNER shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PARTNER shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of PARTNER or any other party.

(b) General Requirements.

(1) Before commencing work, PARTNER shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit C, Schedule of Minimum Insurance Requirements, attached to and incorporated in this Agreement by reference, and including the following as Certificate Holder:

Seminole County, Florida  
Seminole County Services Building  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

(2) The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, PARTNER shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(3) In addition to providing the Certificate of Insurance, upon request of the COUNTY, PARTNER shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(4) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by PARTNER.

(5) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer.

(6) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and PARTNER as their interests may appear.

(7) Additional Insured: Seminole County, Florida, its officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, and Business Auto policies.

(8) Coverage: The insurance provided by PARTNER pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by PARTNER.

(9) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(10) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employer's Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and

Financial Size Category, then PARTNER shall immediately notify COUNTY as soon as PARTNER has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PARTNER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PARTNER will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PARTNER, PARTNER, at shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit C, Schedule of Minimum Insurance Requirements, at PARTNER's sole expense. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by PARTNER and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) PARTNER's insurance must cover PARTNER and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employer's Liability Act and any other applicable Federal or State law.



(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employer's Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Worker's Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employer's Liability Policy.

(C) The minimum limits to be maintained by PARTNER are as specified in Exhibit C, Schedule of Minimum Insurance Requirements.

(D) If PARTNER asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, PARTNER shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY's approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or PARTNER, including PARTNER, using an employee leasing company must complete the COUNTY's Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PARTNER's insurance must cover PARTNER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit C, Schedule of Minimum Insurance Requirements.

(C) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) PARTNER's insurance must cover PARTNER for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event PARTNER does not own automobiles, PARTNER shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit C, Schedule of Minimum Insurance Requirements.

(4) Professional Liability.

(A) If required by Exhibit C, Schedule of Minimum Insurance Requirements, PARTNER shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by negligent acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, PARTNER warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous

coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

(ii) If such insurance is maintained on an occurrence form basis, PARTNER shall maintain such insurance for an additional period of one (1) year following termination of contract. If such insurance is maintained on a claims-made basis, PARTNER shall maintain such insurance for an additional period of three (3) years following termination of the contract.

(iii) If PARTNER contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then PARTNER shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit C, Schedule of Minimum Insurance Requirements.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting PARTNER's liability under the provisions of Section 6 concerning indemnification or any other provision of this Agreement.

#### **Section 8. Billing and Payment.**

(a) COUNTY shall reimburse PARTNER up to a maximum sum of TWO HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED and NO/100 DOLLARS (\$281,700.00) for all services that PARTNER provides under this Agreement during the period commencing retroactively to October 1, 2024 through and including September 30, 2028. A maximum sum of SEVENTY THOUSAND FOUR HUNDRED AND TWENTY-FIVE and NO/100 DOLLARS (\$70,425) for all services may be distributed during each fiscal year of the Agreement. Fiscal years

shall be construed to run from October 1 through September 30. These sums are payable in monthly installments upon completion of all of these requirements:

(1) Receipt by COUNTY of a proper invoice, which must include only services specifically provided for in this Agreement.

(2) Verification by the Eighteenth Judicial Circuit Adult Treatment Court Team (“Court Team”) and COUNTY’s Financial Grant Administrator that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit B, Scope of Services, and that PARTNER has complied with the reporting requirements set forth in Section 9 below.

(c) Payment requests must be sent to:

Original to:

Patrick Davie, Senior Financial Grant Analyst  
Seminole County Resource Management Department  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771  
E-mail: [PDavie@seminolecountyfl.gov](mailto:PDavie@seminolecountyfl.gov)  
With a Copy to:

Amanda Hamer, Financial Grant Manager  
Seminole County Resource Management Department, Budget Office  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771  
E-mail: [AHamer@seminolecountyfl.gov](mailto:AHamer@seminolecountyfl.gov)

#### **Section 9. Reporting Requirements.**

(a) PARTNER shall submit all data and information set forth in Exhibit B, Scope of Services, and pertaining to PARTNER to the E-Court data system within five (5) days after contact with each client.

(b) PARTNER shall report any additional performance and outcome measures to the Court Team as may be required by COUNTY's Financial Grant Administrator or Designee for

reporting to DOJJP to assess program effectiveness and compliance with regulatory and grant award terms and conditions. PARTNER shall submit this data to the Court Team within ten (10) days of said request.

**Section 10. Unavailability of Funds.** If COUNTY learns that grant funding from the Federal government that is essential to Problem Solving Court for the Adult Treatment Court Enhancement Program cannot be obtained, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to PARTNER as provided in Section 3 above. After PARTNER has received notice of termination, COUNTY will not be obligated to pay PARTNER for any subsequently provided services or subsequently incurred costs.

**Section 11. Public Records and Confidential Information.**

(a) PARTNER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. PARTNER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, PARTNER shall provide COUNTY with all requested public records in PARTNER's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes (2024) as this statute may be amended from time to time.

(b) PARTNER specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes (2024) as this statute may be amended from time to time, with regard to public records and shall perform the following:

(1) PARTNER shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) PARTNER shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) PARTNER shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, PARTNER shall transfer, at no cost to COUNTY, all public records in possession of PARTNER, or keep and maintain public records required by COUNTY under this Agreement. If PARTNER transfers all public records to COUNTY upon completion of this Agreement, PARTNER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PARTNER keeps and maintains the public records upon completion of this Agreement, PARTNER must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to PARTNER. PARTNER may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2023) as this statute may be amended from time to time.

**(e) IF PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARTNER'S**

**DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PARTNER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY GRANT ADMINISTRATOR, AT 407-665-7168, GWOODRING@SEMINOLECOUNTYFL.GOV, RESOURCE MANAGEMENT DEPARTMENT, 1101 E. 1ST STREET, SANFORD, FL 32771.**

(f) During the term and course of performance of this Agreement, the parties may disclose to or receive from each other certain information, regardless of whether communicated or received in oral, written, electronic, or any other form, that is considered confidential or exempt from public disclosure under Section 119.071, Florida Statutes (2023) or the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. §§ 1320d to 1320d-9 (2018), 45 C.F.R. Part 164 (2018), as all of these statutes and regulations may be amended from time to time (“Confidential Information”). Both parties agree to take all reasonable and necessary steps to ensure the confidentiality of all such Confidential Information is preserved. All Confidential Information must be marked or otherwise designated as Confidential and appropriately redacted. Any party receiving Confidential Information shall use not less than the same degree of care it uses for its own proprietary, confidential, or competitively sensitive information, but not less than reasonable care to prevent the disclosure, unauthorized use, or publication of Confidential Information. Confidential Information may neither be used nor allowed to be used by the receiving party for any purpose other than to facilitate the performance by it of its obligations under this Agreement. Confidential Information does not include: (i) information that at the time of disclosure was generally available to the public; (ii) information that, subsequent to its disclosure,

is published or otherwise becomes available to the public through any means other than an act or omission of the receiving party; (iii) information that was previously known to the receiving party to be free of any obligation to keep it in confidence, or that is subsequently developed in good faith by the parties; and (iv) information rightfully acquired in good faith from a third party on a non-confidential basis. Further, a party may disclose Confidential Information if required to do so by applicable law, rule, or regulation, or a court or other governmental authority of competent jurisdiction, but such party shall provide the other party prior written notice of any such disclosure and exercise its best efforts to afford the other party an opportunity to contest the disclosure and to limit the extent of the disclosure to the maximum extent practicable.

## **Section 12. Audit and Monitoring.**

(a) The COUNTY may perform an audit of the records of PARTNER at any time during the term and after reimbursements have been made, even if the Agreement has expired or has been terminated. Audits may be performed at a time mutually agreeable to PARTNER and COUNTY.

(b) If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, PARTNER will be held liable for reimbursement to COUNTY of all funds not spent in accordance with this Agreement, within fourteen (14) days after COUNTY has notified the PARTNER of such non-compliance.

(c) In addition to reviews of audits conducted in accordance with this section, monitoring procedures may include, but not be limited to, on-site visits, limited scope audits, or other procedures performed by COUNTY. PARTNER agrees to comply and cooperate with any monitoring procedures and processes deemed appropriate by COUNTY. In the event COUNTY



determines that a limited scope audit of PARTNER is appropriate, PARTNER agrees to comply with any additional instructions provided by COUNTY to PARTNER regarding such audit. PARTNER further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by COUNTY. In addition, COUNTY will monitor the performance and financial management by the PARTNER throughout the term to ensure strict compliance with this Agreement.

**Section 13. Records and Reports.** PARTNER shall maintain a client record file with detailed records for each client served. PARTNER shall include all of the following in each client file: risk assessment report; test results; client contact with date for each service provided; aftercare recommendation, if any; client consent forms for services; and, applicable releases for information.

**Section 14. Notices.** All correspondence under this Agreement must be given in writing and delivered to the designated persons below, by First Class United States mail, facsimile transmission, or e-mail with proof of delivery and receipt retained by sending party.

**For COUNTY:**

George Woodring, Financial Grant Administrator  
Seminole County Resource Management Department  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771  
Email: GWoodring@seminolecountyfl.gov

**For PARTNER:**

Babette Hankey, President/CEO  
Aspire Health Partners, Inc.  
5151 Adanson Street  
Orlando, FL 32804

Either of the parties may change, by written notice, as provided above, the person or address for receipt of correspondence, without the need for a formal amendment to this Agreement.

**Section 15. Assignments.** Neither party may assign this Agreement, or any interest arising in it, to any other person without the written consent of the other party.

**Section 16. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, PARTNER must comply with all applicable laws, rules, and regulations, including those now in effect and subsequently adopted. Any violation of this provision will constitute a material breach of this Agreement, and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to PARTNER.

**Section 17. Equal Opportunity.** PARTNER shall not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, marital status, or disability. PARTNER shall take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, marital status, or disability. This provision includes but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 18. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 19. Severability.** If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

**Section 20. Disclaimer of Third Party Beneficiaries.** This Agreement is made for the sole benefit of the parties to this Agreement and their respective successors and assigns and is not intended to and does not benefit any third party. No third party will have any rights under this Agreement or as a result of this Agreement or any right to enforce any provisions of this Agreement.

**Section 21. Independent Contractor.** Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting PARTNER, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. PARTNER is and will remain an independent contractor with respect to all services performed under this Agreement.

**Section 22. Conflict of Interest.**

(a) PARTNER shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes (2024) as this statute may be amended from time to time, relating to ethics in government.

(b) PARTNER hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of PARTNER to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2024) as this statute may be amended from time to time, PARTNER hereby agrees that monies received from COUNTY pursuant to this

Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

**Section 23. Alternative Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, “Prompt Payment Procedures,” Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, “Contract Claims,” Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, PARTNER hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which PARTNER had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 24. Amendment or Modification.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 25. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

**Section 26. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 27. Conditions Precedent.** COUNTY and PARTNER represent to each other that each party, respectively, has done all things necessary as conditions precedent to enter into this Agreement and that the persons whose signatures appear below have full right, power, and authority to execute this Agreement.

*[The remainder of this page has been intentionally left blank.]*

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

ASPIRE HEALTH PARTNERS, INC.

\_\_\_\_\_  
MICHELLE WARD, Secretary

By:\_\_\_\_\_  
BABETTE HANKEY, President

(CORPORATE SEAL)

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

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By:\_\_\_\_\_  
DARREN GRAY, County Manager

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

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

\_\_\_\_\_  
Witness

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

For the use and reliance of  
Seminole County only.

Within the authority delegated to the County  
Manager by the Board of County  
Commissioners at its \_\_\_\_\_, \_\_\_\_\_  
20\_\_ meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

JBN/SA

9/17/25

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Attachments:

Exhibit A – Notice of Grant Award

Exhibit B – Scope of Services

Exhibit C – Schedule of Minimum Insurance Requirements



## Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	SEMINOLE COUNTY 1101 E 1ST ST		
<b>City, State and Zip:</b>	SANFORD, FL 32771		
<b>Recipient UEI:</b>	JPJLF4QHYR13		
<b>Project Title:</b> Seminole County Enhancement Grant	<b>Award Number:</b> 15PBJA-24-GG-03940-DGCT		
<b>Solicitation Title:</b> BJA FY24 Adult Treatment Court Program			
<b>Federal Award Amount:</b> \$999,926.00	<b>Federal Award Date:</b> 9/27/24		
<b>Awarding Agency:</b>	Office of Justice Programs Bureau of Justice Assistance		
<b>Funding Instrument Type:</b>	Grant		
<b>Opportunity Category:</b> D			
<b>Assistance Listing:</b> 16.585 - Treatment Court Discretionary Grant Program			
<b>Project Period Start Date:</b> 10/1/24	<b>Project Period End Date:</b> 9/30/28		
<b>Budget Period Start Date:</b> 10/1/24	<b>Budget Period End Date:</b> 9/30/28		
<b>Project Description:</b>  Seminole County Government proposes, with the 18th Judicial Circuit Court, to implement the Adult Treatment Court (ATC) Enhancement Program. ATC is both pre- and post-adjudication, addressing substance use disorder and co-occurring disorders. Beneficiaries are adult residents involved in the criminal justice system whose current charge is a non-violent felony and who have been diagnosed with a substance use disorder as their primary condition. The purpose is to expand and enhance best-practices treatment and community-based services; enhance operations and evaluation; and remove barriers to access to the ATC for historically underserved demographic groups. To promote equity and removal of barriers to access, ATC will: conduct public education outreach to communicate benefits of ATC; and examine the demographics of ATC participants against the County Sheriff's Correctional Facility demographics. Project activities include: expanding treatment services and capacity, including residential and all types of medication-assisted therapy; improving ATC coordination and equity through community outreach by hiring a full-time case manager; expanding transportation, housing, educational and vocational support; adding a peer mentor program; expanding ATC team training; increasing drug testing capacity; and enhancing program evaluation and equity.			

## Award Letter

September 27, 2024

Dear GEORGE WOODRING,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by SEMINOLE COUNTY for an award under the funding opportunity entitled 2024 BJA FY24 Adult Treatment Court Program. The approved award amount is \$999,926.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations.



Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit [www.ojp.gov/program/civil-rights-office/outreach](http://www.ojp.gov/program/civil-rights-office/outreach). If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at [askOCR@oip.usdoj.gov](mailto:askOCR@oip.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://www.ojp.gov/program/civil-rights-office/about#ocr-contacts).

**Memorandum Regarding NEPA**

**NEPA Letter Type**

OJP - Categorical Exclusion

**NEPA Letter**

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

**NEPA Coordinator**

**First Name**

Orbin

**Middle Name**

**Last Name**

Terry

**Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Recipient Information**

**Recipient Name**

SEMINOLE COUNTY

<b>UEI</b> JPJLF4QHYR13	
<b>Street 1</b> 1101 E 1ST ST	<b>Street 2</b>
<b>City</b> SANFORD	<b>State/U.S. Territory</b> Florida
<b>Zip/Postal Code</b> 32771	<b>Country</b> United States
<b>County/Parish</b>	<b>Province</b>
<b>Award Details</b>	
<b>Federal Award Date</b> 9/27/24	<b>Award Type</b> Initial
<b>Award Number</b> 15PBJA-24-GG-03940-DGCT	<b>Supplement Number</b> 00
<b>Federal Award Amount</b> \$999,926.00	<b>Funding Instrument Type</b> Grant
<b>Assistance Listing Number</b>	<b>Assistance Listings Program Title</b>
16.585	Treatment Court Discretionary Grant Program
<b>Statutory Authority</b>	
Pub. L. No. 90-351, Title I, Part EE (codified at 34 U.S.C. 10611 - 10619); Department of Justice Consolidated Appropriations Act, 2024	
[ ] I have read and understand the information presented in this section of the Federal Award Instrument.	
<b>Project Information</b>	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
<b>Solicitation Title</b> 2024 BJA FY24 Adult Treatment Court Program	<b>Awarding Agency</b> OJP
<b>Application Number</b> GRANT14132625	<b>Program Office</b> BJA

**Grant Manager Name**

Nicholas Leftwich

**Phone Number**

[202-880-7464](tel:202-880-7464)

**E-mail Address**

Nicholas.Leftwich@usdoj.gov

**Project Title**

Seminole County Enhancement Grant

**Performance Period Start****Date**

10/01/2024

**Performance Period End Date**

09/30/2028

**Budget Period Start Date**

10/01/2024

**Budget Period End Date**

09/30/2028

**Project Description**

Seminole County Government proposes, with the 18th Judicial Circuit Court, to implement the Adult Treatment Court (ATC) Enhancement Program. ATC is both pre- and post-adjudication, addressing substance use disorder and co-occurring disorders. Beneficiaries are adult residents involved in the criminal justice system whose current charge is a non-violent felony and who have been diagnosed with a substance use disorder as their primary condition. The purpose is to expand and enhance best-practices treatment and community-based services; enhance operations and evaluation; and remove barriers to access to the ATC for historically underserved demographic groups. To promote equity and removal of barriers to access, ATC will: conduct public education outreach to communicate benefits of ATC; and examine the demographics of ATC participants against the County Sheriff's Correctional Facility demographics. Project activities include: expanding treatment services and capacity, including residential and all types of medication-assisted therapy; improving ATC coordination and equity through community outreach by hiring a full-time case manager; expanding transportation, housing, educational and vocational support; adding a peer mentor program; expanding ATC team training; increasing drug testing capacity; and enhancing program evaluation and equity.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Financial Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Award Conditions**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

## Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

## 2

### Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.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.

## 3

### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 4

## 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.

## 5

### Applicability of Part 200 Uniform Requirements

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

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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.

## 6

### Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 7

### Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

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.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

## 8

### 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.

## 9

### Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 10

### Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 11

### Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 12

### 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.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

## 13

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 14

### Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 15

### Employment eligibility verification for hiring under the award

#### 1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

#### 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

#### 3. Allowable costs



To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

#### 4. Rules of construction

##### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

##### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

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

## 16

### 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.

## 17

### Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 18



## 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.

## 19

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the

Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 21

### Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 22

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. 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.

## 23

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

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 25

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 26

### Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 27

### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

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

## 28

### Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted

on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

## 29

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 30

### All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 31

### Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

## 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

## 33

### Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

## 34

### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 35

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

## 36

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award\_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

## 37

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

## 38

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this



program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

## 39

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

## 40

Justification of consultant rate

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

## 41

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

## 42

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants ([justgrants.usdoj.gov](http://justgrants.usdoj.gov)), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

## 43

All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals (NADCP) publication: *Defining Drug Courts: The Key Components* at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

## 44

Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

## 45

The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a "violent offender" means a person who (1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or

conduct? (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

## 46

### Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

## 47

### Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

## 48

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### Agency Approval

**Title of Approving Official**

Acting Assistant Attorney General

**Name of Approving Official**

Brent J. Cohen

**Signed Date And Time**

9/26/24 12:18 PM

### Authorized Representative

### Entity Acceptance

**Title of Authorized Entity Official**

Financial Grant Administrator

**Signed Date And Time**

—





## Exhibit B

### SCOPE OF SERVICES

#### DOJ Adult Treatment Court (Adult Drug Court) Enhancement Grant 2024-2028 ASPIRE Health Partners, Inc.

Seminole County Adult Drug Court (Drug Court) will hire an independent contractor to provide Drug Court participants with crisis stabilization and residential treatment. The purpose of this Scope of Services is to define the responsibilities and expectations of the residential treatment provider organization in supporting individuals participating in Drug Court. All treatment provided will be evidenced based practices supporting the population of Drug Court participants.

---

#### I. Goals and Objectives

The primary goal of Aspire is to support Drug Court participants in achieving initial stabilization and reducing immediate risks related to substance use and mental health crises through short-term residential care, fostering readiness for continued recovery.

1. **Stabilize Participants in Crisis:** Ensure that eligible Drug Court participants experiencing acute substance use and/or co-occurring mental health crises are admitted to residential detoxification treatment within 24 hours of referral. When clinically appropriate, participants shall be transitioned to residential treatment services at the next available bed. Clients referred to residential treatment as the next step in their care should be prioritized for placement at the earliest available opportunity.
  2. **Deliver Evidence-Based Clinical Interventions:** Provide structured, evidence-based therapeutic services tailored to participant needs during residential stay.
  3. **Address Co-Occurring Needs:** Conduct comprehensive assessments and coordinate medical, psychiatric, and social service support to address co-occurring disorders and immediate psychosocial needs.
  4. **Record and maintain up-to-date participant progress information:** including regular status updates and prompt submission of requested data to the court. All information should be provided within 48 hours of request or per established Drug Court reporting schedules.
- 

#### II. Key Responsibilities of Aspire

1. Receive and process court referrals for participants needing residential crisis stabilization.
2. Document and log all participant interactions, incidents, and progress notes in a secure system.
3. Develop individualized crisis stabilization plans in collaboration with clinical staff and the participant.

4. Deliver or facilitate daily evidence-based therapeutic interventions such as counseling, group sessions, or skill-building activities.
  5. Monitor adherence to medication regimens and coordinate with prescribing providers as needed.
  6. Track participant progress toward stabilization goals and adjust treatment plans accordingly.
  7. Provide court-requested updates in writing or verbally within the required timeframes.
  8. Coordinate with medical, mental health, and substance use professionals for specialized services.
  9. Ensure staffing levels are sufficient to deliver requested services, with all personnel meeting ethical standards and professional qualifications appropriate to their roles.
- 

### III. Deliverables

1. **Bi-Weekly Progress Reports:** Documenting participant progress, challenges, and updates to recovery plans, to be shared with the court and treatment team.
  2. **Treatment Completion Summaries:** Final reports for each participant detailing progress, services received, and recommendations for continued care.
- 

### IV. Timeline and Duration

The duration of residential treatment will align with the recommendation of clinical staff with insight from the Drug Court Treatment team and Judge's orders.

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### V. Performance Metrics

1. **Timely Bi-Weekly Reporting** – Percentage of participants with status updates submitted to the court every two weeks.
  2. **Successful Program Completion Rate** – Percentage of participants who complete the residential program and meet their stabilization goals.
  3. **Participant Engagement in Treatment** – Percentage of scheduled individual and group therapy sessions attended by participants.
  4. **Average Length of Stay Compliance** – Average number of days participants spend in residential treatment compared to the program's planned duration.
- 

### VI. Reporting and Communication

Aspire will maintain open and ongoing communication with the Drug Court team to ensure participants receive the best possible treatment. Reports will be provided at regular intervals no less than bi-weekly, and urgent concerns will be addressed as needed through direct communication with court staff and treatment providers. Reports should be in the format approved by the Problem-Solving Court Manager. Aspire will assist in any additional data collection required by the Department of Justice Grant, as expressed in writing by County Administration and/or Problem-Solving Court Manager.

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## VII. Payment

1. The total cost for this Grant Project will not exceed TWO HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED and NO/100 DOLLARS (\$281,700.00) over the duration of the grant period. A maximum sum of SEVENTY THOUSAND FOUR HUNDRED AND TWENTY-FIVE and NO/100 DOLLARS (\$70,425) for all services may be distributed during each fiscal year of the Agreement. Fiscal years shall be construed to run from October 1 through September 30. Sums are payable in monthly installments upon the completion of participant confirmation of attendance and any additional required data collection, including but not limited to that which is further described in section VII. 6., below. Invoices are subject to approval by the Drug Court case manager and the County's Financial Grant Administrator or his designee.
2. To ensure transparency and accountability, the provider must submit the monthly invoice and accompanying documentation to the County by the 10th of each month. The documentation should clearly outline the services provided for the corresponding month. This is essential for verifying that project activities and deliverables are progressing in accordance with the grant agreement.
3. Failure to provide adequate supporting materials may result in a delay in payment processing. The County reserves the right to request additional information or clarification if the submitted documentation does not sufficiently demonstrate project efforts for the invoiced period.
4. Additional services may be agreed upon between ASPIRE, the Problem Solving Court Manager, and County Administration with prior written authorization from the Problem-Solving Court Manager and County Administration. The additional services should be best practices to support Participants' success in Adult Drug Court.
5. The parties agree that the maximum cost per unit (day) of Residential Service shall not exceed \$246.88.
6. Proper invoices and supporting documentation shall include but not be limited to the following information:
  - (A) Date of invoice;
  - (B) Name and address of Aspire;
  - (C) Contract number or title;
  - (D) Date(s) services were provided;
  - (E) Client name;
  - (F) Description of provided services;
  - (G) County-authorized cost for provided services;
7. Any invoice and supporting documentation failing to meet the above requirements is an improper invoice and may be rejected. Failure to timely meet these requirements can lead to non-payment for services.

End of Exhibit B

**EXHIBIT C**  
**MINIMUM INSURANCE REQUIREMENTS**  
**ADULT TREATMENT COURT ENHANCEMENT PROGRAM**  
**SERVICES AGREEMENT BETWEEN ASPIRE HEALTH PARTNERS, INC.,**  
**AND SEMINOLE COUNTY**  
**FOR PROGRAM YEARS 2024-2025, 2025-2026, 2026-2027, AND 2027-2028**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit ( <u>Any Auto or Owned, Hired, and Non-Owned Autos</u> )
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D. Professional Liability:

\$ 1,000,000	Per Claim
\$ 2,000,000	General Aggregate

~~ End Exhibit C ~~