

FY2021 AGREEMENT BETWEEN

ALACHUA COUNTY AND

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" or "Grantee", and Meridian Behavioral Healthcare, Inc., a not-for-profit corporation incorporated under the laws of the State of Florida, hereinafter referred to as the "Meridian", "Center," "Professional, or "Contractor." Collectively the County and the Meridian are referred to as the "Parties"

WITNESSETH:

WHEREAS, the purpose of the Center is to assist citizens in need of behavioral health services; and,

WHEREAS, the Parties recognize the need to offer these services to better provide for the public health, safety, and welfare of all the citizens of Alachua County; and,

WHEREAS, the Parties have mutually joined together for the purpose of assuring effective and efficient screening and assessment; care coordination; connecting to treatment; Peer Mentoring and, a range of supportive services with a high degree of integration and coordination for those individuals in Alachua County who are involved in or at risk of involvement in the local criminal justice system; and,

WHEREAS the County shares in the above-stated goals benefiting the citizens of Alachua County and is desirous of contributing to the activities, programs, and services provided by the Center; and,

WHEREAS, the County has been awarded the Justice and Mental Health Collaboration Program (JMHCP) for 2020-2023 by the Bureau of Justice Assistance (BJA); and,

WHEREAS, the County has been leading partners in the BJA Justice and Mental Health Collaboration Program initiative since its inception in 2017. This collaboration has led to significant benefits for many Alachua County citizens served through the Program, bringing community stakeholders together to successfully address challenging behavioral health needs and criminal justice goals; and

WHEREAS the partnership among the Center, the County and related agencies in the local criminal justice system represented by the JMHCP Program in our community builds upon the existing platform of program services to further reduce criminal justice involvement for citizens living with mental illness, continues to improve lives, and reduce system operating costs borne by all participating organizations, including the County; and,

WHEREAS the BJA provides funding for these services which includes a grant match requirement as established by the Bureau itself; and

WHEREAS the County desires to contribute to this grant match requirement, to which the County made an express commitment to the Bureau of Justice Administration as included in the County's application on May 15, 2020; and,

WHEREAS, said commitment on behalf of the County included cash match funds in the amount of \$25,000 in the third year of the grant and additionally an in-kind match from Meridian valued at \$14,631 over the project period,

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Term: This agreement shall commence upon execution by both Parties, and shall continue through and include the 30th day of September 2023, unless earlier terminated as provided herein. The County's performance and obligation to pay under this agreement is contingent upon a specific annual maximum cost reimbursement. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. Scope of Services: The Center will operate and enhance the multidisciplinary City of Gainesville, Gainesville Police Department Officer-Clinician Co-Responder Ride Along Program and conduct all of the Program's activities supported by the County's three-year Grant application with the BJA (Grant No. 2020-MO-BX-0021), which is attached hereto and hereby incorporated by reference as **Exhibit "1"** to this Agreement between Alachua County and the Center.) The Program will be carried out in coordination with Alachua County as the implementation of the original Alachua County Justice and Mental Health Collaboration Program process analysis conducted from 2017 through 2020 resulting in the Strategic Plan presented to and accepted by the Alachua County Public Safety Coordinating Council in June of 2020.

A. Major Objectives: the primary goal of the new Program is to divert adults with a history of mental illness who are at risk or have come into contact with the criminal justice system and divert them into community services and treatment. The major objectives that contribute to the goal are to:

- 1) Implement the JMCHP services and diversion initiatives described in the County's application to the BJA (Said application to the Department's Request for Applications RFA BJA-2020-17114 is hereby attached to this Agreement as **Exhibit "2"** and incorporated in this Agreement between the Center and Alachua County);
- 2) Create and encourage collaboration among key stakeholders identified in the County's grant application; and,
- 3) Adapt existing service capacity and models to better address the recovery-oriented needs of the Target population.

B. Services provided by the Masters level Clinician hired by the Center shall include, but are limited to:

- 1) Reporting for a shift designated by the Operations Division with the City of Gainesville Police Department (GPD) with prior approval by Meridian.
- 2) Working the designated shift in a marked police car driven by a uniform police officer.
- 3) Responding to calls for service involving persons with mental illness, mental health care crisis, and calls involving emotionally charged situations where crisis intervention is needed whenever they are working and at any location within the City of Gainesville jurisdiction.
- 4) Working with the partner officer to facilitate regular multi-disciplinary staffing addressing high quantity service users, those identified as being on the verge of needing intensive services or others appropriately referred by any partner entity.
- 5) Attend police related training, counselor related training or co-responder training as needed to fulfill the missions.
- 6) Facilitate resolution to mental health related issues encountered in the course of the workday as appropriate.
- 7) Take primary responsibility for data collection and collation for the purpose of recording the work patterns and effective deployment of the Co-Responder team.

C: Data sharing:

- 1) Subject to the requirements of Florida Statutes sections 90.503, 394.4615 and 456.057 and Federal Regulation 42CFR PART II, Meridian, Center, Professional or Contractor will provide documents or data for program audits and performance measures.
- 2) All data collected and maintained by all Co-Responder teams shall be made available to the JMHCP Program Manager quarterly at minimum in accordance with Business Associate Agreement.
- 3) All data collected by the Co-Responder teams will be made available in raw form and including Federal and State confidentiality laws protected Personal Health Information (PHI) per Business Associate Agreement.
- 4) All members, employees, and agents of the JMHCP will handle all PHI data as required by HIPPA, 42 CFR part II, FERPA, and Criminal Justice standards.
- 5) JMHCP Consultants will be under contract to evaluate data periodically and will maintain legally protected confidentiality of the PHI.

- 6) Data maintained by GPD and not collected by the Co-Responder teams, though relevant to the mission may be requested for evaluation and reporting purposes.
- 7) Communications shall be restricted solely between identified and current JMHCP team partners and shall be conducted openly and without restriction for Care Coordination purposes.

D. Clients to Be Served: The Gainesville Police Department partnered Co-Responder Team shall serve citizens who have a history of or are suspected to have a mental illness, substance use disorder or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering the criminal justice system. The Center's services will target, but not be limited to, the following subpopulations for which there are identified current service gaps:

- 1) Situations identified through Alachua County Combined Communications Center (911) or Law Enforcement Officers as potentially having mental illness or "emotionally charged situations" and
- 2) Individuals who have been identified as "high utilizers" of the jails and acute services.

E. Program Years: For the purposes of this Agreement, Program Years are identified as:

- 1) Program Year 1: 10/1/2021 – 9/30/2021
- 2) Program Year 2: 10/1/2021 – 9/30/2022
- 3) Program Year 3: 10/1/2022 – 9/30/2023

E. The Center will meet diversionary goals through the use of the Sequential Intercepts for Change Model which identifies five points of interception through which the reduction of the criminalization of persons with mental disorders, substance use disorders or co- occurring disorders can more effectively occur.

G. The Center will participate with the multidisciplinary JMHCP stakeholder team to facilitate access to treatment, recovery support and ancillary social services using strategies as identified in the County's Grant with the BJA (Grant No. 2020-MO-BX-0021) in Exhibit C1 (Array of Services) at **Exhibit 2** to this Agreement.

H. The Center will perform all functions necessary for the proper delivery of services as identified in Exhibit C (Task List) of the aforementioned Grant with the Bureau of Justice Administration (Grant No. 2020-MO-BX-0021) **Exhibit 2** to this Agreement.

I. The Center will also provide services to meet the service targets and performance measures identified in Exhibits D (Deliverables) and E (Minimum Performance Measures) of Grant No. 2020-MO-BX-0021 with the Bureau of Justice Administration, **Exhibit 2** to this Agreement.

Section 3. Law & Regulations: The Center will comply with all laws, ordinances, regulations, and requirements applicable to the work required by this agreement. The Center is presumed to be familiar with all state and local laws, ordinances, and regulations that may in any way affect the work outlined in this agreement. If the Center is not familiar with state and local laws, ordinances, and regulations, the Center remains liable for any violation and all subsequent damages or fines.

Section 4. Audits, Records and Reporting: The Center agrees to:

A. Submit to the Court Services Director a copy of the Center's annual audit of financial statements, and compliance reports completed by accrediting bodies, licensing and regulatory agencies.

B. Maintain financial records and reports relating to utilization of services and submit financial and service reports to the Court Services Director on a quarterly basis. Copies of all such reports shall be submitted to:

J. K. "Jess" Irby, Esq.
Clerk of the Circuit Court
12 SE 1st Street, 4th Floor
Gainesville, FL 32601
Attn: Finance & Accounting-Accounting Supervisor

C. Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Center to sufficiently and properly reflect all direct costs of any nature associated with the program.

D. Permit such records described in subsections 4.B. and 4.C., above, to be subject to inspection, review, and audit by the Grantee or designee.

Section 5. Compensation:

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Center not to exceed the total sum of \$121,594 per project year (One Hundred Thousand Twenty-One and Five Hundred Ninety-Four dollars). For the salaries of grant funded staffing, the actual costs incurred shall be reimbursed. The Parties acknowledge and agree that the foregoing amount represents a reasonable estimate of the value of services to be rendered by the Center to the residents of Alachua County. This amount shall be paid in twelve (12) equal monthly installments, in arrears, of \$10,132.83 (Ten Thousand One Hundred Thirty-Two dollars and Eighty-Three cents). Payment will follow

review and approval of monthly invoices submitted to the County by the Center. Each invoice shall bear the signature of the Center's Vice President of Finance and Accounting, which signature shall constitute the Center's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that all obligations of the Center covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Center that payment of any portion thereof should be withheld. Submission of the Center's invoice for final payment shall further constitute the Center's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Center to others, including its consultants, incurred in connection with the Project, will be paid in full. The Center shall submit invoices to the County at the following address:

- i. Director
Alachua County Department of Court Services 35 North Main Street
Gainesville, Florida 32601
 - ii. Once the invoices are approved and processed, every effort will be made to issue payment each month in advance of the second Thursday of the month.
- B. In the event that the Grantee becomes credibly informed that any representations of the Center relating to payment are wholly or partially inaccurate, the Grantee may withhold payment of sums then or in the future otherwise due to the Center until the inaccuracy, and the cause thereof, is corrected to the Grantee reasonable satisfaction.
- C. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure
- Available at
<http://alachuacounty.us/Depts/AdminSvcs/Documents/purchasing/promptpayment.pdf>
- D. No invoice will be paid if received after April 30, 2023.
- E. Invoice payments shall be sent to:
Fiscal Department
Meridian Behavioral Healthcare, Inc. PO Box 141750
Gainesville, FL 32614-1750

Section 6. Insurance: The Center will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in **Exhibit "4"**. A copy of a current, valid Certificate Insurance showing coverage in the types and of the amount specified is attached as **Exhibit "4a"**

Section 7. Indemnification:

A. The Center agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Center further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel mutually chosen by the County and Agency agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Center agrees that indemnification of the County shall extend to any and all work performed by the Center, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Center's insurance coverage. This indemnification provision shall survive the termination of this Agreement between the County and the Center.

B. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 8. Program Audit

- A. Subject to the requirements of Florida Statutes sections 90.503, 394.4615 and 456.057 and Federal Regulation 42CFR PART II, Meridian, Center, Professional or Contractor will provide documents or data for program audits and performance measures.
- B. A records audit will be performed by Alachua County Court Services staff to assure Agreement compliance, performance and quality assurance.
 - i. Court Services staff will provide Meridian at least Thirty (30) days' notice of pending annual site visit for records review.
 - ii. Additional audits may be performed with thirty (30) days' notice.

Section 9. Independent Contractor:

A. In the performance of this agreement, the Center will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Center shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Center in the full performance of this agreement. Neither the Center nor any of its employees, officers, agents or any other individual directed to act on behalf of the Center for any act related to this Agreement shall represent, act, and purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. Policies and decisions of the Center, which may be represented by the Center in performance of this Agreement, shall not be construed to be the policies or decision of the County.

Section 10. Assignment: The Center shall not assign, convey, pledge, sublet, or otherwise dispose of any interest in this agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the County.

Section 11. Default and Termination:

A. The failure of the Center to comply with any provision of this agreement will place the Center in default. Prior to terminating the agreement, the County will notify the Center in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Center seven (7) days to submit a plan to cure the default. The Court Services Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Center.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Center prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If this agreement is terminated by either party under the terms of this paragraph, the Center shall be paid an amount to adequately compensate it for that portion of the work and services satisfactorily performed prior to the termination date. The amount to be paid under this section shall be determined by the County after consultation with the Center.

D. In the event funds to finance this agreement become unavailable, the County may terminate this agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Center. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The County shall be the sole and final authority as to the availability of funds.

Section 12. Modification: This agreement may be modified and amended by mutual agreement of the Parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by the Parties. The Parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 13. Notices: Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Center's and County's representative are:

County: County Manager
12 SE 1st Street, 2nd Floor
Gainesville, FL 32602-2877

Center: President/CEO
Meridian Behavioral Healthcare, Inc.
1565 SW Williston Road
Gainesville, FL 32608

A copy of any notice hereunder shall also be sent to:

J. K. "Jess" Irby, Esq.
Clerk of the Circuit Court
12 SE 1st Street, 4th Floor Gainesville, FL 32602
Attn: Finance and Accounting

Alachua County Procurement Division
Attn: Contracts
12 SE 1st Street, 3rd Floor Gainesville, FL 32602

Section 14. Non-Waiver: The failure of either party to exercise any rights shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 15. Severability: If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 16. Entire Agreement: This agreement contains all the terms and conditions agreed upon by the Parties.

Section 17. Collusion: By signing this agreement, the Center declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 18. Conflict of Interest: The Center warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Center shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 19. Third Party Beneficiaries: This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 20. Governing Law and Venue: This agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement shall be in Alachua County, Florida.

Section 21. Project Records:

A. General Provisions:

- i. Subject to the requirements of Florida Statutes sections 90.503, 394.4615 and 456.057 and Federal Regulation 42CFR PART II, Meridian, Center, Professional or Contractor will provide documents or data for program audits and performance measures.
- ii. Any document submitted to the Grantee may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. In accordance with Section 119.0701, Florida Statutes, the Center (referred to hereinafter in all of the "Project Records" section collectively as "Professional"), when acting on behalf of the County, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, the Professional shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida

Statutes, or as otherwise provided bylaw. Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

B. Confidential Information

- i. During the term of this Agreement, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the Grantee shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI"
- ii. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

C. Project Completion:

- i. Subject to the requirements of Florida Statutes sections 90.503, 394.4615 and 456.057 and Federal Regulation 42CFR PART II, Meridian, Center, Professional or Contractor will provide documents or data for program audits and performance measures.

- ii. Upon completion of, or in the event this Agreement is terminated, the Professional, when acting on behalf of the County as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

D. Compliance

- i. If the Professional does not comply with the County's request for records, the County shall enforce these provisions in accordance with this Agreement.
- ii. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

IF THE CENTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CENTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIRECTOR OF ALACHUA COUNTY COURT SERVICES AT 35 North Main Street, Gainesville, FL 32601, (352) 491-4650.

Section 22. Assignment of Interest: Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 23. Successors and Assigns: The County and the Center each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

Section 24. Construction: This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this agreement.

Section 25. Attachments: All attachment attached to this agreement are incorporated into and made part of this agreement by reference.

Section 26. Counterparts: This agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this agreement, so that in making proof of this agreement, it shall only be necessary to produce or account for one such counterpart.

Section 27. Duties: The Center warrants that it is a covered entity as defined by the Health Insurance Portability and Accountability Act 160-64 of 1996 (HIPAA). The County warrants that it is a hybrid entity as defined by HIPAA and that Community Support Services, Social Services Division and Court Services are covered components as defined by HIPAA. Both Parties agree to abide by all requirements of HIPAA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first written above.

**ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS**

Ken Cornell, Chair

Date: _____

APPROVED AS TO FORM

DocuSigned by:

Robert C Swain

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Alachua County Attorney's Office

ATTEST:

J.K. "Jess" Irby, Esq. Clerk
(SEAL)

Approved as to form

By: _____

Print: Richard T. Jones

Title: Attorney

MERIDIAN BEHAVIORAL
HEALTHCARE, Inc.
Meridian Behavioral Healthcare, Inc.

By: _____

Print: Don Savoie

Title: President/ CEO

ATTACHMENTS

1. Grant Application # 2020-MO-BX-0021
 - a. **Purpose Area 1:** Embedding Clinicians in Law Enforcement Agencies.
Competition ID: BJA-2020-18312
2. BJA JMHCP RFA Solicitation # BJA-2020-17114
3. Insurance Requirements
4. Certificate of insurance

EXHIBIT 1: GRANT APPLICATION

Description of the Issue

Alachua County, Florida is a unit of local government partnered with Meridian Behavioral HealthCare Inc. (Meridian) collaborating to reduce the prevalence of citizens living with mental illness (MI) and/ or co-occurring mental illness and substance use disorders (CMISA) in the Alachua County Jail. We will promote effective strategies by law enforcement to identify and reduce the risk of harm to individuals with MI or CMISA and to public safety through cross-system and inter-agency centralized coordination and training opportunities. By developing a Diversion 1st model, we will mitigate unnecessary jail admissions and promote effective strategies to expand the use of mental health courts and related services. We will build on our law enforcement-clinician co-responder model to expand their proven efficacy and propose interventions that show empirical evidence to reduce recidivism. We will use validated assessment tools to target offenders with moderate or high risk of recidivism and a need for treatment services in the field and at booking into the jail. As a result of the current JMHCP efforts, the validated screening form Brief Jail Mental Health Screening Form is being implemented at jail booking by our Jail.

Alachua County will sunset its 2-year Category 1 Planning grant on September 30, 2020 (2017-MO-BX-0027). Alachua County submits this application for the Justice and Mental Health Collaboration Grant Cycle 2 (BJA-2020-17114) with focus on Purpose Area 1: Embedding a Clinician in Law Enforcement Agencies (Competition ID BJA-2020-18312) in partnership with a wide-array of partners including Meridian Behavioral HealthCare (Meridian), Gainesville Police Department, Department of Children and Families, National Alliance on Mental Illness—Gainesville (NAMI), Alachua County Sheriff's Office Department of the Jail (ASO-DOJ), Veterans Administration (VA), State Attorney Office (SAO), University of Florida Public Safety

(UFPD), Criminal Justice, Mental Health and Substance Abuse steering committee (CJMHSAG), and the Alachua County Public Safety Coordinating Council (PSCC).

The planning grant conducted a comprehensive process analysis at the criminal justice and behavioral health intersect using a mixed-method study consisting of two research consultants. The consultants divided the responsibilities in that one evaluated the quantitative data and the other focused on the qualitative data including 23 interviews comprised of 39 key leaders from a comprehensive cross-section of partner agencies to determine the perception of the County's needs as it relates to JMHCP.

Analyses were conducted on jail admissions data provided by ACSO-DOJ between 2018 and 2019. This two-year period consists of 14,533 jail admissions and 9,674 admitted individuals. Of those individuals, 70.45% (n = 6,815) were admitted to the jail once during 2018 - 2019, 18.3 percent (n = 1,770) had two jail admissions, and 6.77% (n= 655) were admitted to the jail three times. A small group of individuals had a much larger number of jail admissions during this study period, which ranged from 4 to 20 admissions. Individuals were defined as having a mental illness if their health screening, in at least one jail admission, documented one of the following: history of mental health problems, diagnosed with a mental illness, or a history of psychotropic medication. The distribution of the "mental health complaints" indicator variable was the least consistent of the mental health indicators. Specifically, a much smaller percentage of individuals reported mental health complaints (6.8%; n = 617) compared to reporting a history of mental health problems (28.7%; n = 2,784), a mental health diagnosis (28.1; n = 2,722), or history of psychotropic medication (21.7%; n = 2,096). The mental health complaints variable also had a weak correlation with the other mental health indicator variables.

Quantitative data was also ascertained from a mental health-based specialized Co-Responder team, designated to co-respond to situations of people with mental health in crisis. This specific Co-Responder team pairs a Masters level mental health clinician with a Crisis Intervention Trained police officer to work together on a weekly 40-hour shift. They respond specifically to calls involving persons with mental illness, mental health crises, and emotionally charged situations. Although there is a wide variety of co-responder models used through the country, they all share the framework of a partnership between a law enforcement officer and a mental health professional (Krider & Huerter, 2020, p. 4). The sample data obtained in this case, although not representative of all Co-Responder teams nationwide, still provides insight into the populations served by mobile crisis teams and the operations utilized to effectively divert people with mental illness out of correctional facilities.

Our research team analyzed the Co-Responder team data which reflects the incidents addressed by the Co-Responder team between April and November 2018. The data included 432 incidents documented by the co-responders. The original data set contained over 75 distinct variables reported in response to each incident. However, the literature surrounding crisis intervention and Co-Responder teams provided direction to focus on key variables. In this review, we chose to analyze the following 7 categories of variables: (1) nature of the Co-Responder team incident, (2) demographic characteristics of the persons in crisis (e.g. race, age, sex), (3) mental health diagnoses, (4) relative violence during the incident, (5) duration of the response, (6) a description of the intervention strategies employed, and the (7) outcome of the incident.

The data collected from the co-responder sample reveals rich information regarding the usefulness of mobile crisis teams. It also suggests potential areas for growth for the future practices of Co-Responder teams.

First, the nature of the incidents demonstrates that mental health transcends several areas of the law. The data reported 27 different types of police calls involving persons with mental health in crisis. This alone clearly shows the importance for the growth and expansion of Co-Responder teams since proper training for crisis intervention is imperative to properly handle situations of persons living with mental illness in crisis. The sample engages just one law enforcement officer and mental health professional, yet the Co-Responder team responded effectively to 432 incidents. Creating a larger mobile crisis team could provide more support to work towards the goal of decriminalizing mental illness. Furthermore, the nature of specific incidents highlights the interconnectedness of mental health with other pertinent law enforcement issues. For example, the most frequent incident, suicide attempts, may suggest that further training is needed for officers outside of the mobile crisis team to be able to diffuse and handle these types of calls. Evidently, the large proportion of incidents referred to the mobile crisis team by another office confirm the suspicion that more law enforcement officers need the guidance of a mental health professional to feel comfortable handling mental health crisis situations. The final note from the nature of the incidents reported is the high percentage of incidents involving substance abuse. This warrants further study into the cross-section of mental illness and substance abuse, guiding future policy and training to inform law enforcement on the best practices in these multifaceted situations.

Alachua County has a strong community commitment towards mental health, especially in the criminal justice system. Qualitative findings call for developing processes to coordinate current efforts more effectively as a cross-system/ inter-agency collaborative effort. This proposal is a response to these findings and suggests a need to bring all agencies together to determine resources, needs, and processes to work effectively as a single unit. Inter-agency communication has proven to be difficult when all members are willing and tracking a citizen's episodes with criminal justice

and mental health is impossible to quantify due to fragmented data and agency specific data collection. Support from public and private leadership realizes the long-term benefits (reduced ED, CSU, and Jail admissions related to mental illness). Though, resources are stretched, more so during the COVID-19 pandemic. The global impact of this pandemic has negatively affected financial, personnel, and time commitments. The BJA grant funds will be used to negotiate financial opportunities which better meet partners' specific needs during this challenging time period and reduce their costs to achieve the goals set forth. Without this funding source, this initiative cannot be implemented.

Project Design and Implementation

September 30th, 2020 will sunset the current JMHCP Category 1 Planning grant (2017-MO-BX-0027). We will begin working under this grant proposal on October 1st, 2020 through December 31, 2020 as the required planning stage. We will, in conjunction with our partners, advertise the relevant positions, onboard the selected grant staff, and develop inter-agency processes. We will begin purchasing and preparing equipment and supplies to officially begin the project's programmatic aspect. Pending final approval coordinated between BJA and Technical Assistance (TA), January 1st, 2021 will be the implementation launch date. Identification of increases of resources not currently available may result in seeking to revise the budget coordinated with BJA and TA consistent with BJA standards.

In response to the qualitative interviews detailing the process analysis for our County's system gaps, we seek to develop a two-part effort. The first part fulfills the Embedding Clinicians in Law Enforcement Agencies by expanding our community's two-year old co-responder model which currently operates in the confines of the City of Gainesville, currently sharing an Officer from GPD and a Clinician from Meridian, our leading community-based behavioral health entity.

Based on the success of the GPD-Meridian model with up to 80 persons served per month and a focus on a Diversion 1st model resulting in a 97% diversion rate of those calls responded to that were arrest eligible. We have a second co-responder model in development, scheduled to operationalize on May 25, 2020, between ACSO and Meridian. These are significant alone, though have geographic and chronological restraints. The City of Gainesville is 62.39 square miles and Alachua County is 969.12 square miles. The Sheriff's addition is beneficial by adding interventions accessible outside of the city limits. Expanding this model leverages resources for notably more coverage of time and area. We will seek to designate the Co-Responder teams as an inter-agency task force in efforts to reduce the Co-Responder teams' collective barriers and enable maximization of scarce resources.

Part two of this initiative is central to the overarching cross-system/ inter-agency coordination body developed from the 2017-2020 JMHCP planning grant to monitor and collaborate across all partner agencies as a formalized coordinating body. Toward this objective we have commitments from a wide array of partners noted previously. The coordination of efforts will be managed via designated internal points of contact and monthly meetings of all members of the Coordination team to discuss progress, needs, and solutions. JMHCP will provide a platform for inter-agency collaboration, voice agency needs, and collaboratively develop/ evaluate processes responding to identified needs. Weekly meetings and daily contact will address grant staff to identify progress, needs, and concerns. The JMHCP will function as a translational body between the existing policy makers, steering bodies, and the operational leadership groups. As an example, JMHCP will report to and receive direction from the Public Safety Coordinating Council and the CJMHSAG Planning Committee to then operationalize and monitor the relevant intents to the agencies represented. A single point of contact will reduce gaps resulting in lack of mid-level

communication while providing a voice to all JMHCP partners at a cross-system/ inter-agency perspective. The program portion of embedding clinicians in law enforcement agencies will provide operational coordination and will bring law enforcement and behavioral health together to benefit those served, individual agencies, and the community as a whole.

JMHCP will operate from Alachua County Court Services, which serves under the Alachua County BoCC. JMHCP reports to the PSCC and CJMHSAG. The Program Manager will receive oversight and strategy from the Court Services, Criminal Justice Liaison. The Program Manager will lead the efforts, monitor adherence, and report to local governing bodies as well as produce the GMS program/ financial and PMT reports as required. The Clinician will be a Meridian employee, dedicated 100% to the program, and assigned to the GPD Crisis Intervention Team (CIT) Officer dedicated to the co-responder model. This well-established ride-along model monitors incoming calls and responds to “emotionally charged situations” and mental health calls. Supervision will be shared between GPD, Meridian, and JMHCP. The GPD Officer will be assigned and dedicated to the co-responder model and supervised via GPD ranks. 1 FTE Peer Specialist (PS) will be a Meridian Employee, dedicated 100% to the program, and supervision will be shared between Meridian the Program Manager. The PS will attend specialty courts as a peer and make continual contact with the citizens identified as needing more help and referred to the program for more personalized contact and advocacy.

Capabilities and Competencies.

Alachua County

Alachua County Board of County Commissioners Department of Court Services provides various County pre/ post sentence supervision, community service, specialty courts (Florida’s second oldest Drug Court, Mental Health Court, Veterans Treatment Court), Centralized Screening

Team (jail booking screening and advocates for pre-trial release options), residential substance use treatment (Metamorphosis), and outpatient mental health services (OPUS). Court Services is a unique hybrid in that it provides advocates for jail release options, operates the County Work Release facility, and provides a wide range of mental health and substance use treatment programs. Court Services' mission is, "To reduce the need for incarceration by rendering timely and accurate information to the Court while providing a continuum of cost-effective, community-based supervision and therapeutic services to the citizens of Alachua County with emphasis on accountability and preserving public safety." Court Services' objectives are, "By using evidenced based practices risk and needs assessments to operate various programs as alternatives for low-risk offenders to remain in the community. Using programs that help ensure expensive jail beds are reserved for high-risk offenders. Providing information to the Court so judges can make informed decisions about which offenders can be managed effectively in the community. Engaging defendants in different treatment modalities".

Alachua County Sheriff's Office (ACSO)

ACSO oversees the operations of the Sheriff's community programs, ACSO patrol division, Combined Communications Center (911 shared throughout the county), and the ACSO-Department of the Jail. The ACSO received the National Sheriffs Association's Triple Crown Award in 2000 by simultaneously achieving CALEA, ACA, and NCCHC Accreditation. Acquiring all three at the same time is an extraordinary feat. In fact, *Triple Crown distinction is so rare* that since the establishment of the award in 1993, *fewer than 35 sheriffs' offices have qualified*. This is a one-time award that is *maintained by the agency forever*.

Gainesville Police Department (GPD)

GPD is a full-service, community-oriented policing law enforcement agency dedicated to partnering with our citizens for problem resolution. This collaborative effort has made Gainesville one of the most livable cities in the United States. The goals of the agency are to reduce the number of calls for service, decrease crime through prevention and enforcement and enhance the quality of life for the citizens of Gainesville. They retain approximately 300 sworn officers and 70 support personnel. Gainesville is the largest city in Alachua County and the seat of County Government with a population of 133,857 as of 2018 per the Census Bureau. Alachua County's first co-responder model was developed with GPD and operationalized in April 2018 in response to the 2016 Alachua County's Sequential Intercept Mapping workshop.

To speak to our Police Chief's commitment to the community, he developed the Brave Overt Leaders of Distinction (B.O.L.D.) Program in 2010 to provide assistance to young men between the ages of 16-24 who needed professional guidance in addressing life situations and circumstances. The B.O.L.D. Program Mission is, "The B.O.L.D. program places a tremendous focus on renewing the whole person by requiring mandatory participation in activities centered on educational fulfillment, employability skills, career exploration, community resource assistance and development, life skills, financial literacy, mental healthcare management and character enhancement."

Meridian Behavioral HealthCare:

Meridian Behavioral HealthCare is the primary regional Behavioral Health provider delivering services across 13 counties. The Meridian Forensic Team is a multidisciplinary, multi-agency group of professionals whose primary goal is to prevent and divert potential participants from involvement with the criminal justice system, extensive incarcerations and/or commitment

to forensic state hospitals. The forensic team is over 12 years old and supported by a \$1.5 million grant from DCF which is matched dollar for dollar by Alachua County.

Specialty Forensic Courts: The forensic team assists the courts and attorneys with criminal proceedings, providing Forensic Intervention Services and treatment for citizens in specialty courts which include Columbia County Mental Health Court, Alachua County Mental Health Court, Florida 8th Judicial Circuit Division V Felony Forensics Court, and Veteran's Treatment Court.

Forensic Treatment: Treatment Services help individuals with *mental health, substance abuse, or co-occurring disorders* attain sufficient stability of lifestyle and successful involvement with lesser intensive community programs or self-sufficiency based on individually designed interventions and clinical skill building.

Peer Support: The Team includes Certified Peer Specialists, who bring their unique experiences with the Criminal Justice System, Mental Health disorders, and Substance Abuse histories, and who have learned to manage them, fostering trust and hope in those who have been marginalized and stigmatized for much of their lives.

Dr. Michael Capece

The continued evaluation will be coordinated by Research Consultant Dr Michael Capece. Dr. Capece has extensive experience consulting and carrying out evaluations of criminal justice organizations and substance abuse programs. Dr. Capece has been instrumental since the onset of the process evaluation in our JMHCP Category 1 Grant cycle 1. Dr. Capece is a current professor at UF and has taught graduate level course in evaluation research at Valdosta State University. In addition, Dr Capece is licensed as a Mental Health Counselor and Marriage and Family Therapist and provides clinical services to mental health and substance abuse clients in the community as

well as those in the criminal justice system. Dr Capece holds memberships which address ethics as part of their code including being a Clinical Fellow American Association of Marriage and Family Therapy (AAMFT) and with the Southern Criminal Justice Association.

Dr. Chris Gibson:

Dr. Gibson's broad training in criminology provides him with the expertise needed to contribute to the research team. He has an extensive background in Criminology and Criminal Justice, with evidence of his expertise in communities and violence, advanced quantitative methods, and measurement. He has expertise in neighborhood research designs and community-based collaborations involving criminal justice agencies and stakeholders working together to build data driven solutions to community problems. Since 2005, he has worked extensively with data from the Project on Human Development in Chicago Neighborhoods (PHDCN). Dr. Gibson's work in National Institute of Justice funded projects (2008-IJ-CX-003; 2009-IJ-CX-0041) examined neighborhoods and violent victimization. Several peer-reviewed publications resulted from these projects. His research on communities and crime, in part, contribute to his national ranking as one of the 10 most productive and impactful young scholars in Criminology and Criminal Justice, as reflected in three peer-reviewed studies assessing research impact and productivity.

Plan for Collecting Data Required for this Solicitation's Performance Measures

Subject to the requirements of Florida Statutes sections 90.503, 394.4615 and 456.057 and Federal Regulation 42CFR PART II, Meridian, Center, Professional or Contractor will provide documents or data for program audits and performance measures. During the grant 2 planning stage (Oct – Dec 2020), we will finalize all MOU's with partners to detail the collaborative team's needs and develop the required processes to include, at minimum, daily reports from the five local crisis

stabilization units (CSU), emergency department contacts with patients living with mental illness/ co-occurring substance use concerns, psychiatric hospital/ community/ internal programs, jail, and law enforcement contacts/ diversions. Alachua County currently has decision-making representatives from each agency who currently provide a point of contact and data sharing to the extent permitted in our current JMHCP planning, LEO, and data teams. These include the Program Intake Coordinator of HCA North Florida Regional Medical Center, Forensics Director of Meridian, Clinical Director of Vista, Directors of Court Services (County supervision and Specialty Courts), Inmate Support Bureau Chief of the Jail, Youth and Community Resource Unit Sergeant of ASO (County co-responder Supervisor), Operations Bureau Lieutenant of GPD (City co-responder Supervisor). Each point of contact will provide her/ his required data from within the agency. All data shared will be from agency point of contact to the JMHCP Program Manager directly using a method compliant with HIPAA and criminal justice standards to include secure email exempt from public records request, person to person, or secure removable storage.

These reports will indicate up to date CSU and program utilization/ availability, involuntary/ voluntary commitment demographics, origin of CSU commitments (law enforcement, walk in, family, ex parte, qualified professional, etc.), jail admissions with(out) mental illness indicators, first appearance releases/ types, and specialty court referrals/ completions. Reporting will adapt as the JMHCP needs and abilities are identified. Data will be centralized in Court Services, collected, aggregated, and shared with appropriate parties. Court Services staff has responsibility granted by the ACSO for the regular preparation of comprehensive data reporting and analyses for the Jail. For example, CSU availability from each agency will be shared with law enforcement for the purpose of identifying availability as a diversion option. Data collected from agencies will be used to develop a small-scale central data repository and will be developed to

track a citizen's touches with behavioral health and criminal justice. Points of contact will cross-reference individuals' episodes independently and this data will be used to help our program collaboration advocate for the individual, enhance care coordination, and inform treatment providers, judicial, and release options appropriate for that individual.

The Co-Responder teams will maintain a database using a project supplied computer, develop a standardized report, and regularly report to the Program Manager. The data collected will be based on the features developed during the 20 months of the GPD-Meridian Co-Responder team experience. At minimum these will include demographic information, self-reports of medication/ diagnoses, reason for the call, results of the call, and any additional relevant information about the specific interaction.

All data collected will inform reports to the County leadership, PSCC, CJMHSAG, and grant management/ performance measurement reports for BJA. We will seek to retain our research consultant and statistician to continue evaluation, reporting, and program development at regular intervals. All data collected will be used to further the aim of the coordinating body through constant monitoring and evaluation to inform future program development. A long-term advocacy effort under the planned project supported by this grant will be for the establishment of a common/ multi-compatible database which all agencies across the Alachua County criminal justice and behavioral health systems report to and can be accessed by restricted permissions for tracking individuals and for research and evaluation purposes.

Budget Summary (Narrative)

The total Board of County Commissioners (BoCC) project budget is \$1,135,114. The Federal share requested is \$729,639. The JMHCP partners (BoCC/ Meridian/ GPD) will provide \$405,475 in matching funds. The Federal cost share will be \$266,355 in year one (62.72%),

\$259,862 in year two (70.1%), and \$203,422 in year three (59.88%). The County cost share will be \$158,333 in year one (37.28%), \$110,833 in year two (29.9%), and \$136,309 in year three (40.12%).

Inability to fund without Federal Assistance

Alachua County has long demonstrated a strong commitment to providing mental health services to residents through funding the services identified above. State policy and funding barriers to local availability of mental health services are evidenced by the State of Florida ranking 49th out of 50 states for Mental Health funding. Also, Florida has the third highest percentage of mentally ill and uninsured people in the country. Conversely, while local policy and commitment bodes well for mental health services, the need exceeds the capacity to fund. It is difficult to source County funding for research and evaluation services and third-party researchers are necessary to conducting objective evaluations.

Use of funds to supplement rather than supplant

Funding from this JMHCP initiative will not be used to supplant any current funding. None of the proposed initiatives within this application could be funded without Federal assistance. The County is a full partner in the State of Florida sponsored Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program (CJMHSAG) but the funds from the JMHCP initiative will not replace or duplicate efforts conducted as a part of that grant program. Instead, these funds will enhance current partnerships and mental health services provided by CJMHSAG and other existing services by improving inter-agency and cross-system coordination and collaboration, evaluating current practice, and developing targeted strategies to measure and

achieve desired outcomes. During the COVID-19 global pandemic, partner resources are unusually restricted. Without Federal assistance, this initiative cannot be implemented.

The Planning stage of this implementation grant will begin October 1, 2020 and complete December 31, 2020. The Implementation stage will initiate January 1, 2021. During the Planning stage, efforts will be focused on developing and finalizing inter-agency processes and MOU's for this grant to include but not limited to: Advertising, interviewing, and selecting staff, onboarding selected staff during December 2020 to the Alachua County/ Meridian/ GPD new hire requirements and training select staff with current co-responder models, developing inter-agency data share requests and mechanisms. The purchase of computers, phones, supplies, etc, and general preparation to officially begin services upon BJA and Technical Assistance formal approval to conclude planning and begin implementation.

The Program Manager's salary will be \$54,000 annually, the Clinician's salary will be \$50,000, and the Peer Specialist's salary will be \$23,573 resulting in an annual grant expenditure of \$207,199 (including percentages for support staff) for combined personnel with a match of \$81,736. The BoCC will match \$25,000 in year 3 contributing to the Program Manager's salary. The Program Manager and CJ Liaison's salary and fringe benefits are factored with a 3% cost of living adjustment per year of service. 100% of the Program Manager, Clinician, and Peer Specialist's time will be dedicated to the grant. 20% of the CJ Liaison's time (in-kind: Salary: \$11,400, Fringe: \$3,990), 10% of the Meridian co-administrator Program Director's time (annual \$7,201), and 0.25% of the Meridian Senior Vice President (annual \$3,000) will be dedicated to the program. Meridian's executive, fiscal, and quality improvement teams will assist throughout. The co-responder Clinician and Peer Specialist will be employees of Meridian and 100% of salary and fringe benefits will be funded from grant funds. We intend to revisit partner resources prior to end

of grant 2 planning stage and seek to reevaluate resources available, potentially resulting in a budget revision in conjunction with BJA and TA. The City of Gainesville Police Department will provide the Officer half of the co-responder model as In-Kind matching funds. GPD will provide annual matching funds via Officer Salary of \$50,182.08, Fringe Benefits \$28,924.95, Medical \$7,841.60 (at \$3.77 per hour worked).

The Program Manager's annual fringe at 35% of base salary is \$18,900. The CJ Liaison's annual fringe at 35% of base salary is \$19,950. GPD will provide annual matching funds via Officer annual fringe benefits \$28,924.95 and Medical \$7,841.60 (at \$3.77 per hour worked). The Peer Specialist's annual fringe is \$4,755 resulting in an annual grant expenditure of \$66,565 for combined fringe with a match of \$32,915. The Program Manager and CJ Liaison's salary and fringe benefits are factored with a 3% cost of living adjustment per year of service. 100% of the Program Manager, Clinician, and Peer Specialist's time will be dedicated to the grant. 20% of the CJ Liaison's time will be dedicated to the program. The co-responder Clinician and Peer Specialist will be employees of Meridian and 100% of salary and 20.17% fringe benefits will be funded from grant funds. We intend to revisit partner resources prior to end of grant 2 planning stage and seek to reevaluate resources available, potentially resulting in a budget revision in conjunction with BJA and TA.

Primary travel expenses are budgeted at \$8,283 with a match of \$3,155 and will be associated with daily driving of the Co-Responder team as part of their essential duties with a combined cost of \$4,845 shared between Officer \$3,155 (in-kind match) and Clinician agencies of grant funds \$1,690. Travel costs of (current estimates \$380 per staff, 2 nights lodging and 2.5 days of per-diem) will be associated with training outside the County to include the Florida Behavioral Health Association's (FBHA) annual conference. We will also continue to seek emerging methods

and visit organizations that we can work with to learn with and from. Out of County travel will include mileage, per diem, and overnight. Company vehicles will be used where possible. In addition to technical assistance provided from BJA's technical assistance provider, the Alachua County BoCC anticipates there will be a need to train JMHCP staff and partners on specialized skillsets. Because specific training and TA needs will not be determined until post-application efforts towards achievements of MOU's, specifics will be determined in consultation with BJA and the grant partners. At a minimum, training enhancements would allow relevant BoCC and partner organizations' staff to use validated, evidence-based screening and assessment tools to improve current practices, increase staff competencies, and continually develop staff skills. Onboarding training will be conducted in-house and in conjunction with partners.

The Alachua County BoCC, using grant funds, will purchase a computer, monitor, and peripherals for the Program Manager, Clinician, and Peer Specialist(s) who will be located within the Alachua County Department of Court Services (total start up \$8,180). This equipment will be purchased in the planning stage of the grant program. An additional \$2,000 per year is intended to account for replacement of damaged equipment/ hardware. Meridian has been budgeted \$2,500 per year for the equipment costs. GPD will supply a vehicle fuel, officer initial uniform and equipment, computer, and initial needs as required in creating a new position for the Co-Responder model (total in-kind \$47,962). There will be no equipment cost for audiovisual equipment, conference calls, etc. related to planning meetings. The County already has the equipment necessary to facilitate meetings, call-ins, webinars, and more.

The Alachua County BoCC will purchase office supplies to assist the JMHCP team in setting up their workstations at Court Services. Surplus supplies will be used where possible. Up to \$2,000 at the onset of the planning stage in grant funds will be available to purchase standard

office and field supplies as necessary to the team's job responsibilities in the first year of the program. Additionally, the Alachua County BoCC is budgeting \$2,500 in years one, two, and \$1,500 year three to purchase the materials necessary to conduct planning meetings and distribute necessary handouts and supplies to partners attending those meetings. Planning meeting materials/supply costs will be kept low by utilizing existing meeting places. Meridian has budgeted \$200 each year for basic office supplies and printer costs.

Alachua County is budgeting (year 1 and 2: \$35,000, year 3: \$19,000) for two contracts with private research consultants utilized in grant 1 to continue evaluating data in efforts to determine efficacy, cost benefit, and continual development. These consultants are Doctorate level Professors at the University of Florida's College of Sociology and Criminology & Law. No contract will be signed until after the grant is awarded and the details and specific needs of the BoCC and the research consultants are worked out. The continued evaluation and development will be conducted by Dr Michael Capece and Dr. Chris Gibson. Both have extensive experience consulting and carrying out evaluations of criminal justice organizations and substance abuse programs. Both Dr. Capece and Dr. Gibson have been instrumental in the process evaluation and related data collection during our JMHCP Category 1 grant cycle 1.

The research partnership with the research consultants offers many cost-effectiveness advantages to other research partners. Both are professors at the University of Florida main campus which is located in Alachua County. This allows for frequent in person interaction, elimination of travel and lodging costs, and relationship building for longer term partnership in other initiatives. We intend to offer continual training (year 1: \$25,000 and year 2: \$25,000, year 3: \$7,500) throughout the project to include Motivational Interviewing with Train the Trainer. We are currently seeking to contract for a Countywide Behavioral Health System Mapping. In the initial

Category 1 grant, \$30,000 over two years was shown to support our training needs though we are expanding our staff and complexity. In addition to initial onboarding by partners supplying staff in cost-share agreements and the onboarding required by Alachua County BoCC, JMHCP staff will be trained as Motivational Interviewing Train the Trainer proficiency. Training will be ongoing to include routine agency specific and specialized to include the annual Florida Behavioral Health Association (FBHA) Conference annually. Each such conference hosts a statewide opportunity to learn from colleagues and train with emerging initiatives. The FBHA Conference is held in Orlando, Florida at a conference fee of \$380 per attendee. The current rate per person at the hosting hotel is \$618. Travel and overnight trainings will adhere to current Federal limits for per diem and mileage. In December 2019, JMHCP began training inter-agency partners in Motivational Interviewing at a cost of \$1220 for a one-day end-user training for up to 30 staff. The negotiated cost of \$4000 includes one week of Motivational Interviewing trainings spanning from initial end-user to Train the Trainer proficiency for 60 end-users and 24 Train the Trainers. This budget is informed by previous training costs plus additional amounts where appropriate to account for increases in costs as would be expected over 3 years. All negotiations with training providers will be negotiated to be as cost-effective as possible in efforts to maximize effect and working within BJA and the CSG's Justice Center's recommendations and guidelines.

Recurring costs include a mobile phone stipend of \$50 per month to the Program Manager for a grant total of \$1,650. The Clinician will be provided a mobile phone via during the planning stage with recurring monthly costs of \$60 per mobile phone and \$60 (\$15 additional per) for mobile tablet for a total of \$1,440. As the Co-Responder team will be primarily mobile as the nature of their work requires, a mobile phone will be provided. As the Program Manager is frequently mobile, a stipend will be provided to support his mobile phone cost. Meridian will provide in-kind

office space for project staff (93 square feet at \$18.97 per square foot + use of basic office equipment = \$4,877). In addition to technical assistance provided from BJA's technical assistance provider, the Alachua County BoCC anticipates there will be a need to train JMHCP staff on specialized skillsets. Because specific training and TA needs will not be determined until post-application efforts towards achievements of MOU's, specifics will be determined in consultation with BJA and the grant partners. At a minimum, training enhancements would allow relevant BoCC and partner organizations' staff to use validated, evidence-based screening and assessment tools to improve current practices, increase staff competencies, and continually develop staff skills.

Meridian's executive, fiscal, and quality improvement teams will assist throughout. Meridian is providing office space, equipment, and access to EMR which all require additional support throughout the grant cycle. Resulting in \$12,292 expenditure in indirect costs.

EXHIBIT 2:

Bureau of Justice Administration: Solicitation #: BJA-2020-17114, Purpose Area 1:
Embedding Clinicians in Law Enforcement Agencies. Competition ID: BJA-2020-18312

OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



**The Justice and Mental Health Collaboration Program FY 2020
Competitive Grant Solicitation**

CFDA # 16.745

Grants.gov Solicitation Number: BJA-2020-17114

Solicitation Release Date: March 19, 2020

Application Deadline: 11:59 p.m. eastern time (ET) on May 18, 2020

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Justice and Mental Health Collaboration Program. This program furthers the Department's mission by providing support to law enforcement and other criminal justice agencies to partner with mental health agencies and reduce crime and recidivism associated with people with mental illnesses.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. It provides guidance to applicants on how to prepare and submit applications for funding to OJP. If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.

Eligibility (Who may apply):

The following entities are eligible to apply:

- States
- Units of local government
- Federally recognized Indian tribal governments (as determined by the Secretary of the Interior)

BJA will only accept applications that demonstrate the proposed project will be administered jointly by an agency with responsibility for criminal or juvenile justice activities and a mental health agency.

All recipients and sub recipients (including any for-profit organization) must forgo any profit or management fee.

Contact information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800–518–4726 or 606–545–5035, at <https://www.grants.gov/web/grants/support.html>, or at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline must email the contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen Grants.gov Technical Issues” in the How To Apply (Grants.gov) section in the [OJP Grant Application Resource Guide](#).

For assistance with any unforeseen Grants.gov technical issues beyond an applicant’s control that prevent it from submitting its application by the deadline, or any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800–851–3420; via TTY at 301–240–6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301–240–5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

A solicitation webinar will be held on April 8, 2020 at 2 p.m. ET. This webinar will provide a detailed overview of the solicitation and allow an opportunity for interested applicants to ask questions. Preregistration is required for all participants. Register by clicking [here](#) and following the instructions. After the webinar, we will link to the webinar recording from BJA’s website.

Deadline Details

Applicants must register with Grants.gov at <https://www.grants.gov/web/grants/register.html> prior to submitting an application. All applications are due by 11:59 p.m. eastern time on May 18, 2020.

To be considered punctual, an application must be submitted by the application deadline using Grants.gov, and the applicant must have received a validation message from Grants.gov that indicates successful and timely submission. OJP urges applicants to submit applications at least 72 hours prior to the application due date, to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

An applicant must use the **Add Attachment** button to attach a file to its application. Do not click the paperclip icon to attach files. This action will not attach the files to the application. After adding an attachment, select the **View Attachment** button to confirm you attached the correct file. To remove the file, select the **Delete Attachment** button.

OJP encourages all applicants to read this [Important Notice: Applying for Grants in Grants.gov](#).

For additional information, see the How to Apply (Grants.gov) section in the [OJP Grant Application Resource Guide](#).

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THE JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM

CFDA # 16.745

A. Program Description

Overview:

The Justice and Mental Health Collaboration Program (JMHCP) supports cross-system collaboration to improve public safety responses and outcomes for individuals with mental illnesses (MI) or co-occurring mental illness and substance abuse (CMISA) who come into contact with the justice system. This program supports public safety efforts through partnerships with social services and other organizations that will enhance responses to people with MI and CMISA.

Statutory Authority: This program is authorized by the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA) (Public Law 108-414) and the Mentally Ill Offender Treatment and Crime Reduction Reauthorization and Improvement Act of 2008 (Public Law 110-416), as amended by the 21st Century Cures Act (Public Law 114-255), 34 U.S.C. 10651; Additional authority is provided by the Consolidated Appropriations Act, 2020, Public Law No. 116-93, 133 Stat 2317, 2409

Project-specific Information:

The Justice and Mental Health Collaboration Program offers grants to help entities prepare comprehensive plans to implement collaboration programs that target qualified offenders and promote public safety and public health. Specifically, per the authorizing statute, grants awarded under this program shall be used to create or expand:

- Programs that support cooperative efforts by public safety officials and service providers (at any point in the system) to connect individuals with MI or CMISA with treatment and social services
- Mental health courts or other court-based programs
- Programs that offer specialized training for public safety officials and mental health providers in order to respond appropriately to individuals with MI or CMISA
- Programs that support intergovernmental cooperation between state and local governments to address enhanced support to individuals with MI or CMISA

For additional information on the program, please refer to BJA's JMHCP website:

<https://bja.ojp.gov/program/justice-and-mental-health-collaboration-programjmhcp/overview#horizontalTab1>.

It is strongly encouraged that potential applicants review *Behavioral Health Diversion Interventions: Moving from Individual Programs to a Systems-Wide Strategy* (<https://csgjusticecenter.org/publications/behavioral-health-diversion-interventions-moving-from-individual-programs-to-a-systems-wide-strategy/>), which was developed based on work with previous JMHCP grantees.

Objectives and Deliverables

Per the authorizing statute, the JMHCP grant requires a two-phase process consisting of planning and implementation activities during which grantees will develop a coordinated approach to implementing or enhancing services for justice-involved individuals with MI and CMISA.

Applicants must submit one application that proposes detailed activities for both a planning phase and an implementation phase.

The planning phase can be for up to 12 months and the implementation phase will begin once the grantee has met the requirements of the planning phase and will continue for the remaining time of the grant. Applicants must demonstrate that at least one criminal justice agency and one mental health agency will participate in the administration of the program.

BJA is seeking applicants under the following three specific purpose areas. For any of the purpose areas, the applicant must propose programming that is consistent with the goals of the authorizing legislation as described on pages 4–6.

Purpose Area 1: Embedding Clinicians in Law Enforcement Agencies **(Competition ID BJA-2020-18312)**

This purpose area allows for social workers and/or mental health professionals to be placed (embedded) in law enforcement agencies to assist officers during encounters with people in mental health crisis. Applicants under this purpose area can use funding to pay for salaries as well as other expenses such as training and other coordination activities to ensure implementation of the collaborative program.

Purpose Area 2: Support for Mental Health Centers (Competition ID BJA-202018313)

This purpose area funds operational expenses for centers that provide assistance to those with severe mental health needs who are at risk of recidivism. These mental health centers can provide, but are not limited to, the following services: crisis care, residential treatment, outpatient mental health and primary care services, and community reentry supports.

Purpose Area 3: Mitigating Threats of Targeted Violence (Competition ID BJA2020-18314)

This purpose area supports law enforcement and prosecutors to respond to and mitigate threats of targeted violence. Today, law enforcement is faced with threats from violent individuals often enhanced or complicated by life stressors such as mental illness and substance abuse. Funds under this purpose area can be used by state and local prosecutors and investigators to seek assistance from mental health professionals and threat assessment experts to identify and disrupt individuals who are mobilizing toward violence.

The Department of Justice has implemented a nationwide threat mitigation, disruption, and early engagement program to address rapidly evolving threats that may target a wide variety of locations, including schools, workplaces, and houses of worship. State and local governments are encouraged to build multidisciplinary threat assessment and threat

management teams, including both law enforcement and non-law enforcement stakeholders, threat assessment professionals, intervention teams, and community groups to assist in the prevention of threats posed by individuals mobilizing toward violence.

It is expected that applicants closely consult with designated points of contact at the Federal Bureau of Investigation (FBI), the United States Attorney (USAO), and other federal law enforcement agencies in their districts in developing and implementing these plans.

Applicants may propose to use funds to support the Forensic Assertive Community Treatment (FACT) model. For more information, please visit: <https://store.samhsa.gov/product/Forensic-Assertive-Community-Treatment-FACT-A-Service-Delivery-Model-for-Individuals-With-Serious-Mental-Illness-Involved-With-the-Criminal-Justice-System/PEP19-FACT-BR>.

The Objectives and Deliverables are directly related to the performance measures that demonstrate the results of the work completed, as discussed under: [What an Application Should Include](#).

Program-specific Priority Areas:

In FY 2020, and in addition to executing any OJP policy prioritization that may be applicable, priority consideration will be given to applications that:

- Promote effective strategies by law enforcement to identify and reduce the risk of harm to individuals with MI or CMISA and to public safety.
- Promote effective strategies for identification and treatment of female offenders with MI and CMISA.
- Promote effective strategies to expand the use of mental health courts and related services.
- Propose interventions that have been shown by empirical evidence to reduce recidivism.
- When appropriate, use validated assessment tools to target offenders with a moderate or high risk of recidivism and a need for treatment services.
- Propose to establish a local working group (multidisciplinary threat assessment and threat management teams) comprised of law enforcement officials, prosecutors, mental health professionals, threat assessment professionals, intervention teams, subject matter experts, and community groups to detect and mitigate local threats of violence. These local working groups are strongly encouraged to consult with their local USAO and the FBI's Field Division.

To receive priority consideration under any of these areas, applicants must identify, in the application abstract, each area for which priority consideration is being sought, and describe, in the program narrative, how the applicant will address each priority.

OJP Policy Priority Areas

In FY 2020, and in addition to executing any program-specific prioritization that may be applicable, OJP will give priority consideration to applications as follows:

- Applications from federally recognized tribes
- Applications that address specific challenges that rural communities face
- Applications that demonstrate that the individuals who are intended to benefit from the requested grant reside in high-poverty areas or persistent-poverty counties
- Applications that offer enhancements to public safety in economically distressed communities (Qualified Opportunity Zones)
- Applications for Purpose Area 1 that go to enhancing criminal justice and public safety by indicating agreement to comply with one or more of the following law enforcement related award conditions:
 - Where the application is from a State or local government entity that operates at least one correctional facility (as defined at 34 U.S.C. 10251(a)(7)), applications in which the applicant agrees to comply with award conditions related to cooperation with federal law enforcement, as set forth in Appendix B.
 - Where the application is from a State or local government entity, applications in which the applicant agrees to comply with award conditions related to noninterference with federal law enforcement, as set forth in Appendix C.
 - Where the application is from a State or local government entity, applications in which the applicant agrees to comply with award conditions related to nondisclosure of federal law enforcement information, as set forth in Appendix D.

To receive priority consideration under the rural priority, applicants must describe what makes the geographic service area rural (using U.S. Census or other appropriate government data; for assistance, applicants may wish to refer to <https://www.census.gov/programssurveys/geography/guidance/geo-areas/urban-rural.html>), how isolated the area is from needed services, and how they will address specific challenges in rural communities.

To receive priority consideration under the poverty priority, the applicant must provide information to demonstrate that the individuals who are intended to benefit from the requested grant reside in high-poverty areas or persistent poverty counties. For purposes of this priority consideration, the term “high-poverty area” means any census tract with a poverty rate of at least 20 percent as measured by the 2013–2017 5-year data series available from the American Community Survey of the Census Bureau (applicants may search by census tract at <https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2017/>) and the term “persistent poverty counties” means any county that has had 20 percent or more of its population living in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates (applicants may search

by county at <https://www.census.gov/data/tables/time-series/dec/censuspoverty.html> and at <https://www.census.gov/programs-surveys/saipe.html>).

To receive priority consideration under the Qualified Opportunity Zones priority, applicants must include information that specifies how the project will enhance public safety in the specified QOZs. For resources on QOZs, and for a current list of designated QOZs, see the U.S. Department of the Treasury’s resource webpage, accessible at <https://www.cdfifund.gov/pages/opportunity-zones.aspx>.

To receive priority consideration under Purpose Area 1 for enhancing criminal justice and public safety by agreeing to comply with one or more award conditions related to law enforcement, applicants can agree to one or more of a series of award conditions (and will receive priority points for each accepted condition):

- To receive priority consideration under the priority for cooperation with federal law enforcement, applicants must sign and submit the certification provided in Appendix B.
- To receive priority consideration under the priority for noninterference with federal law enforcement, applicants must sign and submit the certification provided in Appendix C.
- To receive priority consideration under the priority for nondisclosure of federal law enforcement information, applicants must sign and submit the certification provided in Appendix D.

OJP policy priority consideration will consist of receiving additional points in the application scoring process. Receipt of priority consideration does not guarantee that an application will be funded; nor will the failure to receive priority consideration necessarily mean that an application will not be funded.

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note that OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section titled Information Regarding Potential Evaluation of Programs and Activities.

B. Federal Award Information

Maximum number of awards BJA expects to make	25
Estimated maximum dollar amount for each award	Up to \$750,000
Total amount anticipated to be awarded under this solicitation	\$19,000,000
Period of performance start date	October 1, 2020
Period of performance duration	Up to 36 months

BJA may, in certain cases, provide additional funding in future years to awards made under this solicitation, through continuation awards. OJP will consider, among other factors, OJP's strategic (programmatic and policy) priorities, a recipient's overall management of the award, and progress of award-funded work, when making continuation award decisions.

Under this solicitation, only one application by any particular applicant entity will be considered. An entity may, however, be proposed as a subrecipient (subgrantee) in more than one application.

BJA may elect to fund applications submitted under this FY 2020 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Type of Award

BJA expects to make awards under this solicitation as grants. See the Administrative, National Policy, and Other Legal Requirements section of the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements¹ as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

Applicants should structure their budgets to allocate a portion of the budget (up to \$100,000 of the total grant award) to complete Phase 1: Planning within 12 months of receiving final OJP approval of the project budget. The applicant will need to clearly identify which budget line items are planning costs. Program budget approval and coordination with BJA and a technical assistance coordinator are required to complete Phase 1.

Please note that while applicants will be required to submit a budget for the entire 36month project at the time of application submission, applicants may have the opportunity to revise their budget based on any outcomes from the planning phase.

Cost Sharing or Match Requirement

Federal funds awarded under this solicitation may not cover more than 80 percent of the total costs of the project for project years 1 and 2, and 60 percent of the total costs of the project for project year 3. An applicant must identify the source of the 20 percent nonfederal portion of the total project costs for projects years 1 and 2, and how it will use match funds. In addition, applicants proposing a 3rd project year must identify the source of the 40 percent nonfederal portion of year 3 project costs, and how it will use match funds. If a successful applicant's

¹ The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

proposed match exceeds the required match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit. (“Match” funds may be used only for purposes that would be allowable for the federal funds.) Recipients may satisfy this match requirement with either cash or in-kind services.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Limitation on Use of Award Funds for Employee Compensation; Waiver](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance \(if applicable\)](#)

C. Eligibility Information

For eligibility information, see title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

D. Application and Submission Information

What an Application Should Include

The following application elements **MUST** be included in the application submission for an application to meet the basic minimum requirements (BMR) to advance to peer review and receive consideration for funding: Program Narrative and Budget Detail Worksheet.

See the Application Elements and Formatting Instructions section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all of the specified elements or that is nonresponsive to the scope of the solicitation.

2. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of preapplications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") **is not** subject to [Executive Order 12372](#). (In completing the SF-424, an applicant is to answer question 19 by selecting the response that the “Program is not covered by E.O. 12372.”)

3. Project Abstract

Include an abstract that summarizes the proposed project in 400 words or fewer. Project abstracts should be:

- Written for a general public audience.
- Submitted as a separate attachment with “Project Abstract” as part of its file name.
- Single-spaced, using a standard 12-point Times New Roman font with 1-inch margins.

In addition, the abstract must:

- In one sentence, identify if a program-specific priority area will be addressed in the application. (Priority areas are addressed on pages 6–8).
- Include the names of the lead applicant and the partner applicant (justice and mental health agencies); if applicable, the target population and the proposed number of individuals the applicant plans to serve; the jurisdiction's population and demographic characteristics; a brief description of how the applicant plans to address the problem; and the amount of federal funding requested.
- Indicate whether the applicant is a previous recipient of JMHCP grant funds and include the award number.
- Include a list of proposed subcontractors, if applicable.

As a separate attachment, the project abstract will not count against the page limit for the program narrative.

4. Program Narrative

The program narrative must respond to the solicitation and the Review Criteria (1–5 on page 14) in the order given. The program narrative must be double-spaced, using a standard 12point Times New Roman font with 1-inch margins, and must not exceed **20** pages. Please number pages “1 of 20,” “2 of 20,” etc. If the program narrative fails to comply with these length-related restrictions, BJA may negatively consider such noncompliance in peer review and in final award decisions.

The following sections should be included as part of the program narrative:

- a. Description of the Issue
- b. Project Design and Implementation
- c. Capabilities and Competencies
- d. Plan for Collecting Data Required for this Solicitation's Performance Measures

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives and deliverables identified under "Objectives and Deliverables" in Section A. Program Description.

Applicants should visit OJP's performance measurement page at <https://www.ojp.gov/funding/apply/grant-performance-measurement-and-progressreporting-information> for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Award recipients will be required to provide the relevant data by submitting quarterly performance metrics through BJA's online Performance Measurement Tool (PMT) located at bjapmt.ojp.gov. Examples of the types of performance and accountability data that will be required can be found in <https://bjapmt.ojp.gov/help/JMHCPMeasuresPlanning2016.pdf>. BJA is currently revising the performance measures for this program, and they will be shared with grantees upon acceptance of their awards.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the [OJP Grant Application Resource Guide](#).

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

4. [**Budget Information and Associated Documentation**](#) in the "Budget Preparation and Submission Information" section.
5. [**Indirect Cost Rate Agreement**](#)
6. [**Financial Management and System of Internal Controls Questionnaire \(including applicant disclosure of high risk status\)**](#)
7. [**Disclosure of Lobbying Activities**](#)
8. [**Applicant Disclosure of Pending Applications**](#)
9. [**Applicant Disclosure and Justification – DOJ High Risk Grantees^{\[1\]}**](#) (if applicable)
10. [**Tribal Authorizing Resolution**](#) (if applicable)
11. [**Research and Evaluation Independence and Integrity**](#)
12. [**Disclosure of Process Related to Executive Compensation**](#)
13. **Additional Attachments**
 - a. **Documentation of Rural Challenges (if applicable)**
As is mentioned above, OJP will give priority consideration in award decisions to applications that address specific challenges that rural communities face. Each applicant proposing to receive priority consideration under the rural priority should provide a sufficient narrative to include what makes the geographic service area rural (using U.S. Census or other appropriate government data), how isolated the area is from needed services, and how it will address specific challenges in rural communities.
 - b. **Documentation of High-Poverty Areas or Persistent-Poverty Counties (if applicable)**

As mentioned above, OJP will give priority consideration in award decisions to applications that demonstrate that the individuals who will benefit from the requested grant reside in high-poverty areas or persistent-poverty counties as defined above. Each applicant proposing to receive consideration under the High-Poverty Areas or Persistent Poverty Counties priority should provide a sufficient narrative explanation to identify each specific High-Poverty Area (by census tract number(s)) and/or each specific Persistent-Poverty County where individuals are intended to benefit from the requested grant and how the requested grant will address specific challenges in each such identified area and/or county.

c. Documentation of Enhanced Public Safety in Qualified Opportunity Zones (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to designated Qualified Opportunity Zones (QOZs). Each applicant proposing to receive priority consideration under the under the Qualified Opportunity Zones priority should provide a sufficient narrative explanation in order for OJP to identify clearly the public safety benefit the applicant anticipates that its project will have on a specified QOZ(s).

^[1] A “DOJ High Risk Grantee” is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

The narrative and the list of affected QOZs (by census tract number) must be included as an attachment that is clearly labeled as addressing QOZs. The applicant may also include tables, charts, graphs, or other relevant illustrations that may be useful in comprehending the manner in which the proposed project is anticipated to benefit a QOZ(s).

o Certifications Regarding Enhancing Criminal Justice and Public Safety through Law-Enforcement-Related Award Conditions (Purpose Area 1) (if applicable)

– Certification regarding Cooperation with Federal Law Enforcement (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to State or local government entity applicants that operate at least one correctional facility (as defined at 34 U.S.C. 10251(a)(7)), and agree to comply with award conditions related to cooperation with federal law enforcement, as set forth in Appendix B. Each such applicant proposing to receive priority consideration for such cooperation with federal law enforcement must sign and submit the certification provided in Appendix B.

– Certification regarding Noninterference with Federal Law Enforcement (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to State or local government entity applicants that agree to comply with award conditions related to noninterference with federal law enforcement, as set forth in Appendix C. Each such applicant proposing to receive priority consideration for such

noninterference with federal law enforcement must sign and submit the certification provided in Appendix C.

– **Certification regarding Nondisclosure of Federal Law Enforcement Information (if applicable)**

As is mentioned above, OJP will give priority consideration in award decisions to State or local government entity applicants that agree to comply with award conditions related to nondisclosure of federal law-enforcement information, as set forth in Appendix D. Each such applicant proposing to receive priority consideration for such nondisclosure of law enforcement sensitive information must sign and submit the certification provided in Appendix D.

How to Apply (Grants.gov)

Applicants must register in and submit applications through [Grants.gov](https://www.grants.gov), a primary source to find federal funding opportunities and apply for funding. Find information on how to apply in response to this solicitation in the [OJP Grant Application Resource Guide](#).

Registration and Submission Steps

Applicants will need the following identifying information when searching for the funding opportunity on Grants.gov.

1. **CFDA #: 16.745, Criminal and Juvenile Justice and Mental Health Collaboration Program**
2. **Grants.gov Solicitation #: BJA-2020-17114**
3. This solicitation contains multiple purpose areas, denoted by the individual Competition ID. Select the appropriate Competition ID for the intended purpose area of the application.
 - **Purpose Area 1:** Embedding Clinicians in Law Enforcement Agencies. Competition ID: BJA-2020-18312
 - **Purpose Area 2:** Support for Mental Health Centers. Competition ID: BJA2020-18313
 - **Purpose Area 3:** Mitigating Threats of Targeted Violence. Competition ID: BJA-2020-18314

For information on each registration and submission step, see the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Criteria

Applications that meet basic minimum requirements will be evaluated by peer reviewers using the following review criteria.

1. Description of the Issue (15 percent)
 - Identify the issue to be addressed by the grant.

- Describe and demonstrate understanding of the nature and scope of the problem to be addressed, using data and research as support.
- Describe successful efforts to date to address the needs identified.
- Describe the need for assistance and resources to address the problem.
- Briefly introduce how the applicant proposes to address the problem.

2. Project Design and Implementation (40 percent)

- Describe in detail the proposed deliverables during the planning and implementation phases. Address in detail how the applicant proposes to undertake and accomplish the objectives and deliverables (see pages 5–6).
- Include a timeline/project plan that identifies the major tasks and deliverables of the proposed project and who is responsible for each activity.
- Address whether any of the program-specific priority areas have been met (see page 6).

3. Capabilities and Competencies (30 percent)

- Provide a detailed description of the capacity of the partners and the key personnel to deliver the required services and perform the key tasks described under Project Design.
- Include a letter of support from the joint applicants' agency executives demonstrating agency commitment to the project. Demonstration of the partners' commitment will contribute to scoring under this criterion.
- Describe how the proposed management structure and staffing of the project will facilitate the delivery of the required services. The management and organizational structure described should match the staffing needs necessary to accomplish the tasks outlined in the timeline/project plan. Information regarding the personnel assigned to these tasks and whether their résumés and role descriptions are included will contribute to the assignment of points relative to this criterion.

4. Plan for Collecting the Data Required for this Solicitation's Performance Measures (5 percent)

- Describe the manner in which the data required for this solicitation's performance measures will be collected, including the system(s) used and the person(s) responsible.
- Describe whether and how other relevant performance measures will be documented, monitored, and evaluated.

5. Budget (10 percent)

- Include a complete, cost-effective, and allowable budget (e.g., reasonable, allocable, and necessary for project activities).

- Budget narratives should demonstrate generally how applicants will maximize cost effectiveness of grant expenditures.
- Budget narratives should demonstrate cost effectiveness in relation to potential alternatives and the objectives of the project.²
- It is recommended that the budget clearly identify activities proposed in the planning and implementation phases.

Review Process

BJA reviews an application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation requirements.

The following five paragraphs in this solicitation expressly modify the “Application Review Information” provisions in the OJP Grant Application Resource Guide. An applicant is to follow the guidance in these five paragraphs instead of the guidance stated under the “Application Review Information” heading in the Guide.

Peer reviewers will review the applications submitted under this solicitation that meet basic minimum requirements. For purposes of assessing whether an application meets basic minimum requirements and should proceed to further consideration, OJP screens applications for compliance with those requirements. Although specific requirements may vary, the following are common requirements applicable to all solicitations for funding under OJP programs:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within programmatic funding constraints (if applicable).
- The application must be responsive to the scope of the solicitation.
- The application must include all items necessary to meet the basic minimum requirements.

For a list of the application elements that **MUST** be included in the application submission in order for an application to meet the basic minimum requirements, see [“What an Application Should Include”](#) under Section D. Application and Submission Information.

Peer review panels will evaluate, score, and rate applications that meet basic minimum requirements. BJA may use internal peer reviewers, external peer reviewers, or a combination, to assess applications on technical merit using the solicitation’s review criteria. An internal reviewer is a current DOJ employee who is well-versed or has expertise in the subject matter of this solicitation. An external peer reviewer is an expert in the subject matter of a given solicitation who is not a current DOJ employee. Peer reviewers’ ratings and any resulting recommendations are advisory only, but are considered carefully.

Other important considerations for BJA include geographic diversity, strategic (programmatic and policy) priorities (specifically including, but not limited to, those mentioned above relating to addressing specific challenges that rural communities face, high-poverty areas or persistent

² Generally speaking, a reasonable cost is a cost that, in its nature or amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

poverty counties, demonstrable potential enhancement to public safety in one or more federally designated Qualified Opportunity Zones, and enhancing criminal justice and public safety through award conditions regarding cooperation with federal law enforcement, noninterference with federal law enforcement, and/or nondisclosure of federal law enforcement information), available funding, and the extent to which the Budget Detail Worksheet and Budget Narrative accurately explain project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

Federal Award Notices

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

General Information about Post-federal Award Reporting Requirements

In addition to the deliverables described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit certain reports and data.

Required reports. Recipients typically must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. [Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific postaward reporting requirements, including performance measures data.

G. Federal Awarding Agency Contact(s)

For NCJRS Response Center contact information, see page 2.

For contact information for Grants.gov, see page 1.

H. Other Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

Appendix A: Application Checklist Justice and Mental Health Collaboration Program

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in Grants.gov:

- ☐ Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with Grants.gov:

- ☐ Acquire AOR and Grants.gov username/password
(see [OJP Grant Application Resource Guide](#))
- ☐ Acquire AOR confirmation from the E-Biz POC
(see [OJP Grant Application Resource Guide](#))

To Find Funding Opportunity:

- ☐ Search for the Funding Opportunity on Grants.gov
(see [OJP Grant Application Resource Guide](#))
- ☐ Select the correct Competition ID (see page 14)
- ☐ Access Funding Opportunity and Application Package
(see [OJP Grant Application Resource Guide](#))
- ☐ Sign up for Grants.gov email notifications (optional)
(see [OJP Grant Application Resource Guide](#))
- ☐ Read [Important Notice: Applying for Grants in Grants.gov](#)
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm
(see [OJP Grant Application Resource Guide](#))

After Application Submission, Receive Grants.gov Email Notifications That:

- ☐ (1) application has been received
- ☐ (2) application has either been successfully validated or rejected with errors
(see [OJP Grant Application Resource Guide](#))

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

- ☐ Contact BJA regarding experiencing technical difficulties

(see [OJP Grant Application Resource Guide](#))

Overview of Post-Award Legal Requirements:

- ☐ Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)” in the [OJP Funding Resource Center](#).

Scope Requirement:

- ☐ The federal amount requested is within the allowable limit of \$750,000.

Eligibility Requirement:

Eligible applicants are states, units of local government, and federally recognized Indian tribal governments (as determined by the Secretary of the Interior). **BJA will only accept applications that demonstrate the proposed project will be administered jointly by an agency with responsibility for criminal or juvenile justice activities and a mental health agency.**

What an Application Should Include:

The following items are critical application elements required to pass Basic Minimum Requirements review. An application that OJP determines does not include the application elements that must be included in the application submission in order for the application to meet the basic minimum requirements, will neither proceed to peer review, nor receive further consideration.

- ☐ Program Narrative (see page 11)
- ☐ Budget Detail Worksheet (see [OJP Grant Application Resource Guide](#))

- ☐ Application for Federal Assistance (SF-424)
(see [OJP Grant Application Resource Guide](#))
- ☐ Project Abstract (see page 10)
- ☐ Indirect Cost Rate Agreement (if applicable)
(see [OJP Grant Application Resource Guide](#))
- ☐ Tribal Authorizing Resolution (if applicable)
(see [OJP Grant Application Resource Guide](#))
- ☐ Financial Management and System of Internal Controls Questionnaire
(see [OJP Grant Application Resource Guide](#))
- ☐ [Disclosure of Lobbying Activities \(SF-LLL\)](#)
(see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure of Pending Applications
(see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)
(see [OJP Grant Application Resource Guide](#))
- ☐ Research and Evaluation Independence and Integrity

(see [OJP Grant Application Resource Guide](#))

- ☐ Disclosure of Process related to Executive Compensation

(see [OJP Grant Application Resource Guide](#))

Additional Attachments:

- ☐ Request and Justification for Employee Compensation; Waiver (if applicable)

(see [OJP Grant Application Resource Guide](#))

- ☐ Documentation of rural challenges (if applicable) (see page 12)

- ☐ Documentation of high-poverty areas or persistent poverty counties (if applicable)

(see page 12)

- ☐ Documentation of enhanced public safety in federally designated Qualified Opportunity Zones (if applicable) (see page 12)

- ☐ Certifications regarding enhancing criminal justice and public safety through law enforcement-related award conditions (Purpose Area 1) (if applicable) (see page 13)

- ☐ Certification regarding Cooperation with Federal Law Enforcement (if applicable)

- ☐ Certification regarding Noninterference with Federal Law Enforcement (if applicable)

- ☐ Certification regarding Nondisclosure of Federal Law-Enforcement Information (if applicable)

Appendix B

Certification regarding Cooperation with Federal Law Enforcement

I am an authorized official of the State or local government applicant entity named below and I have the authority to make this certification on behalf of the applicant. I understand that the Department will rely upon this certification as a material representation in any decision regarding an award to the applicant. On behalf of the State or local government applicant named below, and in order to receive priority consideration for its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDJOJ"), the following:

1. The State or local government applicant entity named below operates at least one correctional facility (that is, operates at least one *"place for the confinement or rehabilitation of offenders or individuals charged with or convicted of criminal offenses"* (34 U.S.C. 10251(a)(7))).
2. The applicant agrees to comply with the following four award conditions (or conditions substantially to the same effect) if it is selected to receive an award made by OJP under this solicitation:

CONDITION 1: Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, - agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA)

(see 8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in section 237(a)(2) of the INA (see 8 U.S.C. 1227(a)(2)), or

(b) conduct described in section 237(a)(4) of the INA (see 8 U.S.C. 1227(a)(4)).

(4) The term "conviction" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(48)). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

CONDITION 2: No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA)

(see 8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in section 237(a)(2) of the INA (see 8 U.S.C. 1227(a)(2)), or

(b) conduct described in section 237(a)(4) of the INA (see 8 U.S.C. 1227(a)(4)).

(4) The term "conviction" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(48)). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

CONDITION 3: Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

CONDITION 4: No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Signature

Date

Printed Name

Title

Name of State or Local Government Applicant Entity

Appendix C

Certification regarding Noninterference with Federal Law Enforcement

I am an authorized official of the State or local government applicant entity named below and I have the authority to make this certification on behalf of the applicant. I understand that the Department will rely upon this certification as a material representation in any decision regarding an award to the applicant. On behalf of the State or local government applicant named below, and in order to receive priority consideration for its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), the following:

The applicant agrees to comply with the following four award conditions (or conditions substantially to the same effect) if it is selected to receive an award made by OJP under this solicitation:

CONDITION 1: Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. 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) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
4. Rules of Construction
 - A. For purposes of this condition:
 - (1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
 - (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public

institution is considered to be a "government entity," and its officials to be "government officials.")

- (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

CONDITION 2: No use of funds to interfere with federal law enforcement: information communication restrictions; ongoing compliance

- 1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information communication restriction" under this award.
- 2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
- 3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. 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) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
- 4. Rules of Construction
 - A. For purposes of this condition:
 - (1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

- (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

CONDITION 3: Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

- 1. If the recipient is a "State," a local government, or a "public" institution of higher education:
 - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information communication restriction."
 - B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information communication restriction.
 - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

CONDITION 4: Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

Signature

Date

Printed Name

Title

Name of State or Local Government Applicant Entity

Appendix D

Certification regarding Nondisclosure of Federal Law-Enforcement Information

I am an authorized official of the State or local government applicant entity named below and I have the authority to make this certification on behalf of the applicant. I understand that the Department will rely upon this certification as a material representation in any decision regarding an award to the applicant. On behalf of the State or local government applicant named below, and in order to receive priority consideration for its application, I certify to the Office of Justice Programs (“OJP”), U.S. Department of Justice (“USDOJ”), the following:

The applicant agrees to comply with the following two award conditions (or conditions substantially to the same effect) if it is selected to receive an award made by OJP under this solicitation:

CONDITION 1: Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8

U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

CONDITION 2: No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

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

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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 (e.g., training) designed to ensure compliance with this condition.

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(3) the term "law-enforcement-sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Signature

Date

Printed Name

Title

Name of State or Local Government Applicant Entity

EXHIBIT B - SCOPE OF WORK

B-1 SCOPE OF SERVICE

B-1.1 This is a three-year Grant Agreement, pursuant to the authorized by the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA) (Public Law 108-414) and the Mentally Ill Offender Treatment and Crime Reduction Reauthorization and Improvement Act of 2008 (Public Law 110-416), as amended by the 21st Century Cures Act (Public Law 114-255), 34 U.S.C. 10651; Additional authority is provided by the Consolidated Appropriations Act, 2020, Public Law No. 116-93, 133 Stat 2317, 2409. The County shall expand the existing City of Gainesville, Gainesville Police Department Officer-Clinician Co-Responder Diversion Program, hereinafter referred to as "the Program," to provide pre-arrest contact and arrest diversion.

B-1.2 The Center shall conduct all activities supported by this Grant Agreement in accordance with the Grantee's Application, dated May 15th, 2020 in response to the Bureau of Justice Assistance (**Solicitation #: BJA-2020-17114** , **Purpose Area 1: Embedding Clinicians in Law Enforcement Agencies**. Competition ID: BJA-2020-18312). Both the County's Application and the Bureau of Justice Administration's Request for Applications are hereby incorporated by reference and shall be maintained in the County's and the Center's official files. The terms of the Grantee's Application may not be changed without specific advance written approval by the Bureau of Justice Assistance.

B2: MAJOR CONTRACT GOALS

The primary goal of the Program is to divert adults with a history of mental illness who are at risk or have come into contact with the criminal justice system and divert them into community services and treatment. The major objectives that contribute to the goal are to:

B-2.1 Expand services and diversion initiatives designed to increase public safety, reduce criminal justice costs, and enhance the accessibility to comprehensive, evidence-based treatment and recovery support services for the Target Population as noted in Section 2, Scope of Services, Subsection E, within three (3) months of execution of the final approval of expenditure of funds under the Grant Agreement by BJA;

B-2.2 Create and encourage collaboration among key stakeholders, identified in the Grantee's Application, in implementing and providing ongoing oversight and quality improvement activities of the Program; and

B-2.3 Adapt existing service capacity and models to better address the recovery-oriented needs of the Target Population.

B-3: SERVICE AREA, LOCATIONS, AND TIMES

B-3.1 Service Area

The Co-Responder Team shall provide services within the City Of Gainesville city limits.

B-3.2 Service Delivery Location

B-3.2.1 The primary service delivery location(s) shall be:

B-3.2.2.1 Meridian Behavioral Healthcare, Inc.
4300 SW 13th St.
Gainesville, FL 32608

B-3.2.2.2 Gainesville Police Department
545 NW 8th Ave.
Gainesville, FL 32601

B-3.3 Service Times

Services shall be available and provided as needed, within the Co-Responder's 40 hour per week schedule. Changes in service times and any additional holidays that the Center wants to observe shall be presented to and approved in writing by the County.

B-3.4 Program Years

Program Years: For the purposes of this Agreement, Program Years are identified as:

B-3.4.1 Program Year 1: 10/1/2021 – 9/30/2021

B-3.4.2 Program Year 2: 10/1/2021 – 9/30/2022

B-3.4.3 Program Year 3: 10/1/2022 – 9/30/2023

B-4 CLIENTS TO BE SERVED

B-4.1 This Gainesville Police Department partnered Co-Responder Team shall serve citizens who have a history of or are suspected to have a mental illness, substance use disorder or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering the criminal justice system. The Center's services will target, but not be limited to, the following subpopulations for which there are identified current service gaps:

B-4.1 Situations identified through Alachua County Combined Communications Center (911) or Law Enforcement Officers as potentially having mental illness or "emotionally charged situations" and

B-4.2 Individuals who have been identified as "high utilizers" of the jails and acute services.

B-5 CLIENT DETERMINATION

The Joint Co-Responder Team (Center and GPD) is responsible for assessing and determining the eligibility of each person served under this Grant Agreement.

B-6 EQUIPMENT

The Center will purchase equipment that is necessary to perform and complete the services described herein in accordance with the grant approved budget for the Co-Responder team and provide receipts for reimbursement from Grant funds.

B-7 CONTRACT LIMITS

The total funds awarded under this Grant Agreement shall not exceed \$500,000 for any Program Year as defined in **Section 3.4**.

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EXHIBIT C- TASK LIST

The Grantee shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1 SERVICE TASKS

C-1.1 To support the objective in **Section B-2.1**, within three months of execution of this Grant Agreement, the Center shall expand services and diversion initiatives to reduce criminal justice costs, and enhance the accessibility to comprehensive, evidence-based treatment and recovery support services for the Target Population. To achieve this outcome, the Center shall:

C-1.1.1 Review and update existing legally binding agreements with the entity specified in **Section C-2.3.2**, and any others implemented to expand the Program and provide the services specified in **Exhibit C1**;

C-1.1.2 Provide, directly or by agreement, an information system to track individuals during their involvement with the Program, including but not limited to, arrest diversions, arrests, referrals to treatment programs, initiation of treatment programs, and recidivism; and

C-1.1.3 Implement strategies that support diversion of the target Population from the criminal justice system including, but not limited to:

C-1.1.3.1 Peer Specialist services which augment care through mentoring, advocacy and follow-up; Mental Health First Aid (MHFA) and Trauma-Informed Responses trainings for criminal justice professionals; and

C-1.1.3.2 Coordination of Crisis Intervention Team (CIT) Gainesville Police Department Co-Responder Officer.

C-1.2 To support the objective in **Section B-2.2**, the Center shall create and encourage collaboration among key stakeholders in implementation and provide ongoing oversight and quality improvement activities of the Program. To achieve this outcome, the Center shall:

C-1.2.1 Participate in JMHCP Planning Committee meetings, and

C-1.2.2 Assess progress of the Program based on established timelines, review attainment of goals, and make necessary adjustments to implementation activities as needed.

C-1.3 To support the objective in **Section B-2.3**, the Center shall adapt existing service capacity and models to better address the diversion-oriented needs of the Target Population. To achieve this outcome, the Center shall:

C-1.3.1 Respond to potential mental health or “emotionally charged situations” indicated by Alachua County Combined Communications Center, responding officer in the field, or by personal observation;

C-1.3.2 Provide de-escalation, arrest diversion, and referrals within the JMHCP stakeholders to evidence-based case management and treatment models that include, Meridian Behavioral Healthcare, Inc., University of Florida Health Psychiatric Hospital, North Florida Regional Medical Center Behavioral Health Unit, and The Department of Veterans Affairs Malcolm Randall Hospital or Medical Center Crisis Center.

C-2 ADMINISTRATIVE TASKS

C-2.1 Staffing

The Center shall provide and maintain the following full-time equivalent (FTE) staff, funded directly through the Grant Agreement, local matching funds, or subcontract as detailed in the Grantee's application and supported by this Grant Agreement:

C-2.1.1 1.0 FTE (2 @ .5 FTE) Forensic Peer Specialists (100%)

C-2.1.2 1.0 FTE Master Level Clinician (100%)

C-2.1.3 0.10 FTE Program Director (VP at 10%)

C-2.1.4 0.03 FTE Senior Vice President (Senior VP at 3%)

C-2.1.5 Executive and Program Support Staff (IDC rates)

C-2.2 Professional Qualifications

The Center shall ensure that all program staff assigned maintain all applicable minimum licensing, accreditation, training and continuing education requirements required by state and federal laws or regulations for their assigned duties and responsibilities.

C-2.3 Technical Assistance Requirements

The Justice and Mental Health Collaboration Program receives Technical Assistance from the Council of State Governments/State Justice Center Technical Assistance Center (TAC) provides technical assistance, information dissemination, and systemic impact monitoring of all JMHCP Grant Program awards. To collaborate with the TAC the Grantee shall:

C-2.3.1 Provide primary contact information for the Center and each of its subgrantee award partners to the TAC within 10 business days after execution of this Grant Agreement;

C-2.3.2 Participate in an annual Grantee level technical assistance needs assessment conducted by the TAC at the beginning of each fiscal year;

C-2.3.3 Participate in technical assistance visits conducted by the TAC within a three-year period;

C-2.3.4 Participate in program-wide conference calls scheduled by the TAC for all JMHCP Grantees; and

C-2.3.5 Provide data and other information requested by the TAC to enable the TAC to perform statutory duties established in the authorizing legislation.

C-2.4 Records and Documentation

C-2.4.1 Unless otherwise specified in **Section C-2.5 or C-2.7**, all correspondence, reports, records and documentation may be maintained and provided to the Alachua County Department of Court Services, Justice and Mental Health Collaboration Program Manager electronically.

C-2.4.2 The Grantee shall maintain, and shall ensure all subcontractors and subgrantees including the Center maintain records and documentation including, but not limited to, the following:

C-2.4.2.1 A case file on each client to include, at a minimum, the following elements: an unique identification number and reporting if client reported to Meridian for assessment, initiated treatment, complied with treatment and completed treatment for each initial and subsequent treatment episode.

C-2.4.2.2 Draft reports, final reports, meeting notes, telephone logs;

C-2.4.2.3 Executed subcontract or sub-grant agreements and any amendments, invoices and supporting documentation, expenditure reports, and deliverables;

C-2.4.2.4 Documentation of time worked for each staff paid in whole or in part with these Grant Agreement funds;

C-2.4.2.5 Travel logs and requests for reimbursement for staff travel; and

C-2.4.2.6 Employment screening as required by Meridian for access to protected records results for each staff who meets the requirements to be screened for employment shall be kept on file for any audits.

C-2.5 Source Documentation The Center shall submit the following source documentation for the tasks under **Section C-1** and performance measures under Section E-1 with the Quarterly Program Status Report required under Section C-2.7.

C-2.5.1 For the tasks specified in Section **C-1.1**, the Center shall submit copies of updated and newly executed legally binding agreements;

C-2.5.2 A copy of any agreements for an information tracking system and an electronic Quarterly Data Report that includes at a minimum; a summary of all individuals receiving program services, a record identification number for each individual served, dates of enrollment and discharge; data fields tracking arrests, employment, housing, benefits, and treatment status;

C-2.5.3 Copies of training materials, including sign-in sheets, dates, handouts, and evaluation summaries;

C-2.5.4 For the tasks specified in **Section C-1.2**, the Center shall submit a copy of the Planning Committee meeting agenda, minutes, sign-in sheets; and

C-2.5.5 Report any adjustments to implementation activities during the previous service period in the Quarterly Program Status Report; and submit sign-in sheets, dates, and any handouts from the Sequential Intercept Mapping (SIM).

C-2.5.6 For the tasks specified in **Section C-1.3**, the Center shall include fields on the Quarterly Data Report that:

C-2.5.6.1 Identify each citizen contacted by the Co-Responder Team with reason for contact, diversion or arrest, reason for arrest rather than diversion, demographics...;

C-2.5.6.2 List evidence-based and other treatment, including psychiatric services and medication management referred to; and

C-2.5.7 For the Performance Measures specified in **Section E-1.1**, a Quarterly Performance Measure Report and sufficient data tracking on the Quarterly Data Report of each Program participant's arrests, employment, benefit and mental health treatment status to validate the measures.

C-2.6 Reports {programmatic and to support payment}

C-2.6.1 The Center shall document all tasks and activities under this Grant Agreement in the following reports, using templates to be provided by the Grantee, submitted in accordance with the reporting schedule in **Table 1**.

C-2.6.1.1 Quarterly Program Status Report

A detailed report of the services and activities performed in the previous three months and the progress of the program in meeting the performance measures, goals, objectives, and tasks described in the County's application.

C-2.6.1.2 Quarterly Financial Report

A detailed cumulative report of Program expenses submitted every quarter of service provision. The Financial Report is used to track all expenses associated with the grant and reconcile these expenditures with the payments made by the County. The Financial Report tracks grant award-funded and county match-funded expenses.

The Quarterly Financial Report must be signed and certified by an authorized representative attesting the Financial Report represents a complete and accurate account of all expenses supported by the Program award and statutory match obligations.

C-2.6.1.3 Final Program Status Report

A detailed report of the services and activities performed for the entire award period and the status of the Program in meeting the performance measures, goals, objectives, and tasks described in the application. A copy of the Final Program Status Report shall be presented to Alachua and County's Board of County Commissioners (BOCC) for their information through the JMHCP Planning Committee.

C-2.6.1.4 Final Financial Report

A detailed report of Program expenses for the entire award period documenting expenditure of grant funds and compliance with the statutory match requirement. The Quarterly and Final Financial Reports must be signed and certified by the Vice President of Finance attesting the Financial Report represents a complete and accurate account of all expenses supported by the Program award and statutory match obligations. A copy of the Quarterly and Final Financial Reports shall be presented to Alachua County's Board of County Commissioners (BOCC) for their information through the Planning Committee.

C-2.7 Additional Reporting Requirements

The Center shall provide additional reporting pertaining to the services and activities rendered should the Grantee determine this to be necessary.

C-2.8 Reporting Schedule

The Center shall submit reports, in accordance with the reporting schedule in, Table 1, to the Grant Manager specified in **Section 1.2.4**.

Table 1 • Reporting Schedule**Justice and Mental Health Collaboration Program Reporting Schedule**

Date Due			Period Covering			
15-Jul	2021	FFR	April	2021	June	2021
15-Oct	2021	FFR	July	2021	September	2021
15-Jan	2021	FFR	October	2021	December	2021
15-Apr	2022	FFR	January	2022	March	2022
15-Jul	2022	FFR	April	2022	June	2022
15-Oct	2022	FFR	July	2022	September	2022
15-Jan	2022	FFR	October	2022	December	2022
15-Apr	2023	FFR	January	2023	March	2023
15-Jul	2023	FFR	April	2023	June	2023
15-Oct	2023	Closeout	July	2023	September	2023

C-3 STANDARD CONTRACT REQUIREMENTS

The Center will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

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EXHIBIT C1 – ARRAY OF SERVICES

C1-1 The Center shall provide an array of mental health and co-occurring substance use services to eligible individuals for up to 1 year after enrollment.

C1- 2 Screening and Assessment

The Center's Co-Responder Clinician will conduct a field screening and referral to appropriate programs or services. The Forensic Peer Specialists will expand in-reach services to begin while peers identified as potentially having mental illness based on booking screenings in the jail for those who need timely services to remain stable, begin mentoring on the criminal justice system, and initiate peer engagement before reentry.

C1-3 Treatment and Transition Planning

C1-3.1 The Co-Responder Clinician will report to their scheduled shift and ride along with their assigned GPD CIT Police Officer to determine appropriate referrals and diversion options. Documentation shall indicate action taken (arrest, transportation to CSU receiving facility, notice to appear, sworn complaint, or no action).

C1-3.2 The Forensic Peer Specialists will meet with peers in jail and begin making regular contact while in jail. Once peers are released from the jail, the Forensic Peer Specialist will make contact with the peer at least weekly via phone, email, text, or in person. The contacts will be documented to include method attempted, result of attempted contact, date, and a brief description of interaction.

C1-3-2-1 Essential Duties/Responsibilities:

C1-3.2.1.1 Provide practical real world support in coping with life's day to day demands through teaching, modeling and coaching approaches to rehabilitation.

C1-3.2.1.2 Provide in-jail services with clients to build and maintain peer support.

C1-3.2.1.3 Promote the value of self-help, peer support and personal empowerment to foster recovery.

C1-3.2.1.4 Promote information about mental illness and substance abuse.

C1-3.2.1.5 Function as an advocate for consumers and model self-advocacy skills.

C1-3.4 Program referrals include but are not limited to the following:

C1.3.4.1 Outpatient services;

C1.3.4.2 Care Coordination and Intensive case management

C1.3.4.3 Medication management;

C1.3.4.4 Residential treatment services;

C1.3.4.5 Crisis stabilization;

C1.3.4.6 Medical Detoxification;
C1.3.4.7 Medication Assisted Treatment (MAT);
C1.3.4.8 Psychiatric evaluation;
C1.3.4.9 Informal and natural supports;
C1.3.4.10 Psychosocial rehabilitation;
C1.3.4.11 Psychiatric services;
C1.3.4.12 Counseling;
C1.3.4.13 Aftercare and discharge planning;
C1.3.4.14 Benefit enrollment services;
C1.3.4.15 Primary healthcare services;
C1.3.4.16 Supportive housing;
C1.3.4.17 Peer Specialist support;
C1.3.4.18 Court Information and advocacy;
C1.3.4.19 Job coaching, employment training, and education

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EXHIBIT D- DELIVERABLES

D-1 SERVICE UNITS

A service unit is one quarter, three calendar months, of calls responded to as specified in **Exhibit B and C** , provided to the minimum number of individuals specified in **Section D-2**, in the manner described in the Grantee's Application.

D-2 SERVICE TARGETS

D-2.1 The Center shall provide Co-Responder services to a target of (552 year 1, 600 year 2, and 648 year 3) Individuals served each program year for a total of 1800 individuals during the life of this Grant Agreement. The Grantee must provide the Minimum Annual Acceptable Performance specified in **Table 2**.

Table 2 • Service Target Schedule

138	April	2021	June	2021
138	July	2021	September	2021
138	October	2021	December	2021
138	January	2022	March	2022
150	April	2022	June	2022
150	July	2022	September	2022
150	October	2022	December	2022
150	January	2023	March	2023
162	April	2023	June	2023
162	July	2023	September	2023

D-3 DELIVERABLES

The Center shall demonstrate satisfactory progress towards each service target in **Section D-2** through submission and Grantee or County approval of the Data Summary reports, source documents, and Program Status Report specified in **Section C-2.5** through **C-2.7**.

D-4 PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES

D-4.1 During each Program Year, satisfactory progress toward the service targets specified in **Section D-2.1** shall be demonstrated by Jail population reports to at least:

D-4.1.1.1 5% annual reduction in **average daily jail population**;

D-4.1.1.2 10% annual reduction in **jail bookings**;

D-4.1.1.3 5% annual reduction in **average length of stay**;

D-4.1.1.4 10% annual increase in **post-release connections to care**

D-4.1.1.5 5% annual reduction in **recidivism** (re-bookings to jail)

D-4.2 In the event the Grantee fails to achieve the performance standards in Sections D-2 through E-1, the Department shall apply the provisions of Section F-3.

D-4.3 These standards are seen as a Collaborative effort amongst partners. The standard requires active participation in the project, funded services, and research evaluation.

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EXHIBIT E- METHOD OF PAYMENT

E-1 PAYMENT METHODOLOGY

E-1.1 This is a cost-reimbursable Grant Agreement. The Grantee will pay the Center a maximum cost of \$121,594.00 annually for services provided in accordance with the terms and conditions of this Grant Agreement, subject to the availability of funds.

E-1.2 All expenses will be cost-reimbursable for the actual costs incurred.

E-1.3 Table 3 specifies the schedule of payments for the lifetime of this Grant Agreement.

Table 3 • Reporting Schedule

Justice and Mental Health Collaboration Program Reporting Schedule

Date Due		Period Covering			
15-Jul	2021	FFR	April	2021	June 2021
15-Oct	2021	FFR	July	2021	September 2021
15-Jan	2021	FFR	October	2021	December 2021
15-Apr	2022	FFR	January	2022	March 2022
15-Jul	2022	FFR	April	2022	June 2022
15-Oct	2022	FFR	July	2022	September 2022
15-Jan	2022	FFR	October	2022	December 2022
15-Apr	2023	FFR	January	2023	March 2023
15-Jul	2023	FFR	April	2023	June 2023
15-Oct	2023	Closeout	July	2023	September 2023

E-2 INVOICE REQUIREMENTS

E-2.1 The Center shall request payment on a quarterly basis through submission of a properly completed and signed invoice using the template in **Exhibit F1**. Invoices and all supporting documentation are due no later than the 15th day of the month following each quarter of service provision.

E-2.2 The Grantee shall approve quarterly invoices following receipt of documentation of compliance with the provisions of **Sections D-2** through E-1.

E-2.3 The Center shall submit a final invoice for payment no later than 60 days after the expiration of this Grant Agreement or after this Grant Agreement is terminated. Failure to do so will result in a forfeiture of all right to payment and the Grantee shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of

this Grant Agreement may be withheld until the Final Program Status Report and Final Financial Report are submitted and have been approved by the Grantee.

E-3 FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1 of this Contract

E-3.1 If the Center does not meet the performance standards specified in Sections D-2 through E-1, the Grantee will reduce the payment due for that quarter by 1% percent of the invoice amount for each measure missed, up to a maximum reduction of 5% percent in any quarter.

E-3.2 In the event of an invoice reduction under **Section F-3.1**, if the Center subsequently achieves the measure or acceptable performance during the same program year, the Center may submit a supplemental invoice, demonstrating the measure has been attained and requesting payment of the reduced portion of the original invoice.

E-3.3 If the Center does not meet the same measure for three or more consecutive quarters, the Grantee shall apply the provisions of **Section 6.1**. Corrective active plans required under **Section 6.1** may result in a reduction to future funding under this Grant Agreement, at the Grantee's sole discretion.

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CERTIFICATION & APPROVAL

I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's Grant Agreement with the Grantee. Additionally, I certify that the reports accompanying this invoice are a true and correct reflection of this period's activities, as stipulated by the Grant Agreement.

Exhibit E1 – INVOICE TEMPLATE

	Alachua County Contract #11986: Meridian Behavioral Healthcare Inc.				
	JMHCP Quarterly Invoice Report				
	Year 1: May 1, 2021 - April 30, 2022				
Reporting Period:	April 1, 2021	through	June 30, 2021	# of days	90
Person Reporting:					
	Personnel	Equipment	IDC	Travel	Total Value
Annual Value	\$98,614.00	\$2,500.00	\$11,883.68	\$1,273.29	\$114,270.97
Quarterly Invoice	\$0.00	\$0.00	\$4,282.77	\$0.00	\$4,282.77
In Kind			\$1,202.55	\$416.71	\$1,619.26
Year 1 Used	\$0.00	Year 2	\$0.00	Year 3	\$0.00
	Personnel	Percentage	Salary/Value	Days	Total
	Alan Paulin	3%	\$3,000.00		\$0.00
	Jeremiah Alberico	10%	\$7,201.00		\$0.00
	Co-Responder	100%	\$60,085.00		\$0.00
	Peer Specialist 1	100%	\$14,164.00		\$0.00
	Peer Specialist 2	100%	\$14,164.00		\$0.00
	* Co-Responder and Peer Specialists salary includes fringe				
	Equipment	Cost	Frequency	Total	\$0.00
	Monthly Mobile Fee	\$0.00	3	\$0.00	
	Clinician Mobile	\$0.00	1	\$0.00	
	Clinician PC	\$0.00	1	\$0.00	
	Clinician Laptop	\$0.00	1	\$0.00	
	IDC	Annual Cost	Days	Total	\$4,282.77
	Office Space	\$4,877.00	90	\$1,202.55	
	Meridian Operating	\$200.00	90	\$49.32	
	Medical Records	\$256.00	90	\$63.12	
	Meridian Liability	\$1,313.00	90	\$323.75	
	Meridian Billing	\$1,069.00	90	\$263.59	
	Meridian IT Services	\$1,933.00	90	\$476.63	
	Meridian Admin	\$7,721.00	90	\$1,903.81	
	Travel				
	In Kind Annual Value	Days	Total		
	\$1,690.00	90	\$416.71		
	Number of days for reimbursement should reflect actual days in service				
	* Please provide supporting documents				

ATTACHMENT 1

The administration of resources awarded to the Grantee by the Bureau of Justice Assistance and distributed to the provider may be subject to audits as described in this attachment.

A. MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Grantee may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Grantee staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Grantee. In the event the Grantee determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Grantee regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Grantee.

B. AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR § 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program- specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART 11: STATE REQUIREMENTS

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

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ATTACHMENT 2: Business Associate Agreement

This Attachment contains the terms and conditions governing the Business Associate's (Alachua County) access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider (Meridian Behavioral Healthcare, Inc.), also called "Covered Entity".

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, and Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to Alachua County.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to Meridian Behavioral Healthcare, Inc.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a Business Associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such Business Associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of

training on such policies and procedures to applicable employees, Independent Contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Grantee;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential Departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach);

2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written Contract or other written agreement with their Business Associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior Contracts or other arrangements, the Provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures' as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Justice and Mental Health Collaboration Program with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required

to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Grantee's Justice and Mental Health Collaboration Program;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

**ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS**

Ken Cornell, Chair

Date: _____

APPROVED AS TO FORM

ATTEST:

J.K. "Jess" Irby, Esq. Clerk
(SEAL)

Approved as to form

By: _____

Print: Richard T. Jones

Title: Attorney

Alachua County Attorney's Office

Meridian Behavioral Healthcare, Inc.

By: _____

Print: Don Savoie

Title: President/ CEO

Attachment 3

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - 2 The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor’s insurance and shall be non-contributory.
- C All Coverages
 - 1 The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. **SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

EXHIBIT 4a: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

MERIBEH-01

SEGVSSHILTS

DATE (MM/DD/YYYY)

8/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners, Gainesville 4880 Newberry Road, Suite 180 Gainesville, FL 32607	CONTACT NAME: Shirley Hill Shilts	
	PHONE (A/C, No, Ext): (352) 378-2511	FAX (A/C, No): (352) 378-9801
	E-MAIL ADDRESS: Shirley.Shilts@assuredpartners.com	
INSURED Meridian Behavioral Healthcare, Inc. PO Box 141750 Gainesville, FL 32614-1750	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Mental Health Risk Retention Group, Inc.	NAIC #: 44237
	INSURER B: Florida Insurance Trust	27272
	INSURER C: Scottsdale Insurance Company	41297
	INSURER D:	
	INSURER E:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		COP0001988	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 EMP BENEFITS AG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			FITAU-33773-2021	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			XLS0112705	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	FITWC-33773-2021	6/1/2021	6/1/2022	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Lia.	X		COP0001988	7/1/2021	7/1/2022	Each Claim 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Alachua County Board of County Commissioners is an Additional Insured with respects to the General Liability and Professional Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Alachua County Board of County Commissioners Its Officials, Employees, and Volunteers PO Box 2877 Gainesville, FL 32602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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