

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Law Enforcement Residential Substance Abuse Treatment (RSAT) Program Grant Acceptance

DEPARTMENT: Sheriff's Office **DIVISION:** _____

AUTHORIZED BY: Sheriff Eslinger **CONTACT:** Penny Fleming **EXT.** 6617

Agenda Date <u>3/23/04</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners for the Chairman to sign the Certificate of Acceptance for the Florida Department of Law Enforcement Residential Substance Abuse Treatment (RSAT) Program Grant.

BACKGROUND:

The Florida Department of Law Enforcement RSAT grant program will provide up to \$123,462 per year in grant funds to help fund substance abuse services for prisoners that have a minimum sentence of 6 months and a maximum sentence of 12 months. The application was approved for signature by the Board of County Commissioners at the January 13, 2004 meeting. No new positions are included in this grant. Also, the 25% required match is already included in the budget. This program provides in jail substance abuse treatment for both male and female inmates that meet the federal program criteria for sentencing. This is the fourth year of funding for this program.

Reviewed by:
Co Atty: _____
DFS: <u>[Signature]</u>
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CSH001</u>

MEMORANDUM: ADMINISTRATIVE SERVICES 1703-04-033

TO: Kevin Grace, County Manager

FROM: Penny J. Fleming, Chief, Administrative Services

DATE: March 8, 2004

SUBJECT: Florida Department of Law Enforcement
Residential Substance Abuse Treatment for Prisoners

The Seminole County Sheriff's Office has received a renewal award for the Residential Substance Abuse Treatment for Prisoners (RSAT) grant. The application was approved for signature by The Board of County Commissioners at the January 13, 2004 meeting. The Seminole County Sheriff's Office is requesting the Board of County Commissioners approval for the Chairman to sign the Certificate of Acceptance for the award (#04-CJ-7J-06-69-01-012). The program does not include any new positions.

The form to be signed is attached to this grant.

It is respectfully requested that this item be placed on the agenda for the Board of County Commissioners meeting on Tuesday, March 23, 2004.

If you have any questions regarding this agenda item, please contact Chief Penny Fleming at 665-6617 or Rob Forlini at 665-6536.

C: Lisa Spriggs
Director of Fiscal Services



Florida Department of
Law Enforcement

Guy M. Tunnell
Commissioner

Office of Criminal Justice Grants

Mailing Address:
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308
(850) 410-8700

Received:

FEB 27 2004

JEPCF-MEDICAL

FEB 24 2004

The Honorable Daryl McLain
Chairman, Seminole County
Board of Commissioners
1101 East First Street
Sanford, Florida 32771

Re: 04-CJ-7J-06-69-01-012/Seminole County Substance Abuse RRAP

Dear Chairman McLain:

The Florida Department of Law Enforcement is pleased to award a Residential Substance Abuse Treatment for State Prisoners grant in the amount of \$123,462 to your unit of government.

A copy of the approved subgrant application with the above referenced project number and title is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

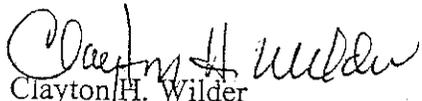
Your attention is directed to Section G of the subgrant which is the "Acceptance and Agreement". These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and cost reimbursements. Also, you should review the enclosed Subgrant Award Certificate. This certificate contains important information regarding Section G that applies to this grant award.

The enclosed Certificate of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

The Honorable Daryl McLain
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Thomas Bishop at 850/410-8700.

Sincerely,



Clayton H. Wilder
Community Program Administrator

CHW/TB/dw

Enclosures

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement

SUBGRANT AWARD CERTIFICATE

Subgrantee: Seminole County Board of Commissioners

Date of Award: FEB 24 2004

Grant Period: From: 06/01/2004 To: 05/31/2005

Project Title: Seminole County Substance
Abuse RRAP

Grant Number: 04-CJ-7J-06-69-01-012

Federal Funds: \$123,462.00

BGMTF Funds:

State Agency Match:

Local Agency Match: \$41,154.00

Total Project Cost: \$164,616.00

Program Area: 001

Award is hereby made in the amount and for the period shown above of a grant under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, P.L. 103-322, as amended, to the above mentioned subgrantee and subject to any attached standard or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial Guide for Grants, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 and A-21-, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 103-322, as amended.

SUBGRANT AWARD CERTIFICATE (CONTINUED):

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, properly executed Certificate of Acceptance of Subgrant Award is returned to the department.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Community Program Administrator

2-24-02

Date

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement

SPECIAL CONDITION(S)/GENERAL COMMENT(S)

Grantee (Name of SPA): Office of Criminal Justice Grants

Grant Number: 04-CJ-7J-06-69-01-012

Grant Title: Seminole County Substance
Abuse RRAP

In addition to the general conditions applicable to fiscal administration, the grant is subject to the following Special Condition (s):

The Sole Source Justification for Contractual Services is approved.

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement

CERTIFICATION OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative,
acknowledges receipt and acceptance of subgrant award number
04-CJ-7J-06-69-01-012 in the amount of \$123,462,
for a project entitled: **Seminole County Substance
Abuse RRAP**

for the period of 06/01/2004 through 05/31/2005, in accordance with
the statement of work contained in the subgrant application, and
subject to the Florida Department of Law Enforcement's conditions
of agreement and special conditions governing this subgrant.

(Signature of Authorized Official)

(Date of Acceptance)

(Typed Name and Title of Official)

**Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement**

APPLICATION FOR FUNDING ASSISTANCE

RECEIVED

DEC 23 2003

OFFICE OF CRIMINAL JUSTICE GRANTS

FDLE Contract Number:

(This number will be inserted by FDLE)

A. Applicant Information

Prior Contract Number: 03-CJ-2J-06-69-01-011

(This section to be completed by Subgrantee)

County Name: Seminole

Federal CFDA Number 16.593

1. Subgrant Recipient Information (Governing body of a city, county or Indian Tribe performing criminal justice functions as determined by the U. S. Secretary of the Interior).

Agency Name Seminole County

Name of Chief Elected Official / State Agency Head Daryl McLain

Title Chariman

E-Mail Address

Address County Services Bldg. 3rd Floor, North Wing 1101 E. 1st Street

City Sanford

Zip Code 32771

Area Code/Telephone No. 407-665-7291

SunCom

Fax 407-665-7958

2. Chief Financial Officer of Subgrant Recipient (Chief financial office of the subgrantee).

Name of Chief Financial Officer: Mary Ann Morse

Title Clerk of the Circuit Court

E-Mail Address

Address 301 North Park Ave.

City Sanford

Zip Code 32771

Area Code/Telephone No. 407-665-7664

SunCom

Fax 407-302-0515

3. Implementing Agency (A subordinate agency of a city, county or Indian Tribe, or an agency under the direction of an elected official, i.e., a Sheriff's Office).

Agency Name Seminole County Sheriff's Office

Name of Chief Elected Official / State Agency Head Donald F. Eslinger

Title Sheriff

E-Mail Address

Address 100 Bush Blvd

City Sanford

Zip Code 32773

Area Code/Telephone No. 407-665-6635

SunCom

Fax

4. Project Director (Individual in direct charge of managing and/or implementing project activities – must be an employee of the Implementing Agency).

Name of Project Director Howard David Suchland

Title Health Care Administrator

E-Mail Address hsuchland@seminolesheriff.org

Address 211 Bush Blvd

City Sanford

Zip Code 32773

Area Code/Telephone No. 407-665-1308

SunCom

Fax 407-324-5235

**Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement**

5. Contact Person (if other than Project Director)		
Name of Contact Person Robert Forlini		
Title Grant Manager	E-Mail Address rforlini@seminofesheriff.org	
Address 100 Bush Blvd.		
City Sanford	Zip Code 32773	
Area Code/Telephone No. 407-665-6536	SunCom	Fax 407-665-6585
6. Person Responsible for Financial Reporting (if known)		
Agency Name Robert Forlini		
Name of Chief Elected Official / State Agency Head Donald F. Eslinger, Sheriff		
Title Grant Manager	E-Mail Address rforlini@seminolesheriff.org	
Address 100 Bush Blvd		
City Sanford	Zip Code 32773	
Area Code/Telephone No. 407-665-6536	SunCom	Fax 407-665-6585
7. Person Responsible for Programmatic Performance Reporting (if known)		
Name of Project Director Howard David Suchland		
Title Health Care Administrator	E-Mail Address hsuchland@seminolesheriff.org	
Address 211 Bush Blvd		
City Sanford	Zip Code 32773	
Area Code/Telephone No. 407-665-1308	SunCom	Fax 407-324-5235

**Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement**

B. Administrative Data

1. Project Title **Seminole County Substance Abuse RRAP**
(Provide a brief descriptive title, must not exceed 36 total spaces and characters)
2. Project implementation period Start: June 1, 2004 End: May 31, 2005

C. Fiscal Data

1. (If other than the Chief Financial Officer) Remit Warrant to

Name **George Sellery**

Title **Sr. Manager**

E-Mail Address

Address **100 Bush Blvd.**

City **Sanford**

Zip Code **32773**

Area Code/Telephone No. **407-665-6532**

SunCom

Fax **407-665-6530**

If subgrantee is participating in the State of Florida Comptroller's Office electronic transfer program, reimbursement cannot be remitted to any other entity.

2. Vendor Number
(Federal Employer Identification Number) **59-6000861**

3. State Agency FLAIR #
(Applies to State Agencies only)

4. Will the Project earn Project Generated Income (PGI) as defined in Section G, Paragraph 17?
(Check one)
 Yes No

5. Will the applicant be requesting an advance of federal funds? *(Check one)*
 Yes (If Yes, a letter of request must be attached) No

6. Will applicant submit monthly or quarterly Reimbursement Requests as specified in Section G (1)(B) of this agreement? *(Check one)*
 Monthly Quarterly

**Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement**

D. Program Data

1. Program Facility (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Prison | <input type="checkbox"/> Community Corrections Program |
| <input checked="" type="checkbox"/> Jail | <input type="checkbox"/> Juvenile Detention Facility |
| <input type="checkbox"/> Boot Camp | <input type="checkbox"/> Juvenile Correctional Facility |
| <input type="checkbox"/> Work Camp | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Halfway House | |

2. Bed/Slot Capacity: 22

3. Target Population (indicate number of clients to be served)

32 Adult Males 12 Adult Females Juvenile Males Juvenile Females

4. Services/Interventions Available (check all that apply to indicate services that will be Offered)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Therapeutic Community | <input checked="" type="checkbox"/> Family Counseling |
| <input checked="" type="checkbox"/> 12-Step Program | <input type="checkbox"/> Sex Offender Treatment |
| <input checked="" type="checkbox"/> Individual Counseling | <input checked="" type="checkbox"/> Impulse/Anger Control |
| <input checked="" type="checkbox"/> Group Counseling | <input checked="" type="checkbox"/> Work Activities |
| <input type="checkbox"/> Acupuncture | <input checked="" type="checkbox"/> Job Skills Development |
| <input checked="" type="checkbox"/> Pharmacotherapy | <input checked="" type="checkbox"/> Job Placement |
| <input type="checkbox"/> Other Drug Treatment | <input checked="" type="checkbox"/> Aftercare Services |
| <input checked="" type="checkbox"/> Drug Testing | <input checked="" type="checkbox"/> Structured Leisure Time |
| <input checked="" type="checkbox"/> Mental Health Counseling | <input type="checkbox"/> Leadership Training |
| <input checked="" type="checkbox"/> Educational Programs | <input checked="" type="checkbox"/> Mentoring |
| <input checked="" type="checkbox"/> Community Service | <input checked="" type="checkbox"/> Parenting Training |
| <input type="checkbox"/> Victim Restitution | <input checked="" type="checkbox"/> Cognitive Restructuring |
| <input type="checkbox"/> Restorative/Community Justice | <input checked="" type="checkbox"/> Financial Management |
| <input checked="" type="checkbox"/> Victim Awareness | <input checked="" type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Mediation | <u>Meditation – Faith Based</u> |
| <input type="checkbox"/> Domestic Violence Reduction | |

5. Projection of Successful Completions (indicate number of clients projected for each phase):

- a. A total of 34 participants are projected to successfully complete the *residential substance abuse treatment* service phase during the subgrant period.
- b. A total of 17 participants are projected to successfully complete the *aftercare treatment* phase during the subgrant period.

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

E. Program Description

1. Begin with an executive-style summary describing the project to be funded with RSAT funds. **Start below.**

Summary

In Seminole County the county jail is the John E. Polk Correctional Facility (JEPCF). The Seminole County Sheriff's Office is responsible for the management and operation of this 812 bed facility. The Correctional Facility houses those individuals who are awaiting trial and those individuals sentenced to confinement for one year or less. We are in our third year of participating in this grant funded program and have developed a program that directed services for the residential substance abuse treatment program for both male and female adult participants. The program is continuing to evolve and under this current grant cycle, we have enhanced the program to include in-jail family counseling.

Our existing service developed through the RSAT funding is called Rational Recovery Addictions Program (RRAP), and is unique because of the individualized approach to treatment. We target adult male and females that are sentenced to the JEPCF for 6 – 12 months, that have a diagnosis of alcohol or drug addiction/dependency or a dual diagnosis. While our plan recognizes the traditional 12-STEP spiritual healing program, RRAP will use a more comprehensive and individual treatment model. Our plan includes drug/alcohol screening and a comprehensive assessment of each participant that will help us outline their individual needs. Our program uses a holistic model that includes spiritual/faith development and maturity, but focus on individual problem-solving using methods such as educational tools, individual and groups sessions, lectures, and completion and study of individual assignments and work-books. Each participant is exposed to over 48 hours a week of various teaching "modules". We will continue to use the separate housing located in our Jail that is currently accommodating our participants in the RSAT program. We have developed and implemented a policy specifically for alcohol/drug detection to meet the requirements of the RSAT program. Currently, we perform urine type tests for alcohol/drug detection that is performed upon entrance into the program, randomly during the program and upon completion of the program. In addition, alcohol/drug testing continues into the aftercare portion of their recovery.

Each participant has unique challenges and needs and the key to success is to deal with the "whole" person. When there is no program available, the effected individual enters the general jail population and with no access to recovery assistance, he/she will generally return to the same cycle in life that brought them to the jail originally. The cycle will continue until the individuals "path" is corrected. The RRAP is that path. It incorporates individualized plans that include counseling, education, spiritual development, and medical care/screening with an evaluation that is performed to identify medical problems, followed by a psycho-social assessment and substance abuse evaluation to identify these problems during treatment. In addition, we will continue to offer, and strongly encourage aftercare for the participants who complete the residential part of the program. Generally, it is after the participants complete the aftercare that the process is complete and their "path" corrected.

This year, with the resources given, our goal is to have 34 participants successfully complete the residential substance abuse treatment service and 17 participants complete the aftercare phase.

This program will not be possible without funding through the Residential Substance Abuse Treatment Program.

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E. Program Description/Objectives Continued

2. Provide a brief description for each project activity checked in Section D(4) "Services/Interventions Available." Each description must include the amount of time allotted for each activity, the objective for each activity and who will do what, when, where and how. The narrative should be limited to ten pages or less. **Start below.**

In Seminole County the county jail is the John E. Polk Correctional Facility (JEPCF). The Seminole County Sheriff's Office is responsible for the management and operation of this 812 bed facility. The Correctional Facility houses those individuals who are awaiting trial and those individuals sentenced to confinement for one year or less. Over two years ago we received our first Residential Substance Abuse Treatment Grant and developed our in-jail program - Rational Recovery Addictions Program (RRAP). Prior to receiving this grant, we did not have an in-jail substance abuse initiative. Our program is a holistic approach for both male and female participants. We now have space for 22 participants to be a part of the program at one time.

Our existing service is unique because of the individualized approach to treatment. Each participant is unique and the key to success is to deal with the "whole" person. RRAP incorporates individualized plans that include counseling, education, spiritual development, and medical care/screening with an evaluation that is performed to identify medical problems, followed by a psycho-social assessment and substance abuse evaluation to identify these problems during treatment.

We target male and females that are sentenced to the JEPCF for 6 – 12 months, that have a diagnosis of alcohol or drug addiction/dependency or a dual diagnosis. While our plan recognizes the traditional 12-STEP spiritual healing program, RRAP will use a more comprehensive and individual treatment model. Our plan includes drug/alcohol screening and a comprehensive assessment of each participant that will help us outline their individual needs. Our program uses a holistic model that will include spiritual/faith development and maturity, but focuses on individual problem-solving using methods such as educational tools, individual and groups sessions, lectures, and completion and study of individual assignments and workbooks.

We have identified separate space from the general population for both the male and female participants for our RSAT program. We have developed and implemented a policy specifically for alcohol/drug detection to meet the requirements of the RSAT program. For the general population we perform urine type tests for alcohol/drug detection that is performed randomly at our work release center and on occasion by written order for inmates that are incarcerated. We have incorporated aftercare referrals into our program and our participants are received on a priority basis into aftercare sessions that meet on a regular basis. We have contracted with a company – The GROVE Counseling Center, Inc. – to manage our RRAP program. The company is licensed by SAMH (Substance Abuse Mental Health/DC) to provide general substance abuse, intervention and prevention treatment services. In addition The Grove offers other services to help the individuals make their way back into Society. We anticipate renewing our contract with them.

We have incorporated computer training into our program and purchased a "rolling" classroom that can be used by both the male and female participants. We are using the Aztec education software for GED and Lifeskill preparation. We are also using Hazeldon Learning Modules for educational books and videos to enhance established modified therapeutic community approaches. During the current year, we have enhanced the program by including family, spouses, and significant others in the recovery process and rehabilitation of in-jail RRAP participants. The sessions incorporate a series of psycho-educational programs for members of our participants' support system, thus achieving better understanding of the addictions process and relapse prevention strategies. Participants in these sessions learn about the disease process and behavioral patterns of persons addicted to drugs and alcohol. Successful recovery

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and relapse prevention from substance abuse is enhanced when involving the offender's support system and family in the recovery process. These sessions will be offered two-times per month during the evenings and will be hosted by qualified substance abuse counselors and include media presentations as well as guest speakers. The participants in these sessions also have access to other support services at The GROVE counseling facilities throughout Seminole County.

This program will not be possible without funding through the Residential Substance Abuse Treatment Program.

Our RRAP program uses the following components to evaluate the status of each participant prior to entering our program:

MEDICAL EVALUATION AND TREATMENT

Participants will undergo *Medical Screening*, including alcohol and drug screening and evaluation immediately at point of intake to the facility. A detailed history of the participant is prepared which includes current medical problems and illnesses, chronic conditions, prior hospitalizations, alcohol/drug use and patterns, past treatments, current medications, and so on. Medical evaluation will include potential for alcohol and other drug withdrawal and consideration for medical detoxification. Referral to mental health specialists will be made for *Initial Psychosocial Assessment* and program eligibility.

PHYSICAL ASSESSMENT

Participants will have a *comprehensive physical examination*, including lab work within 14 days of arrival. This examination will be performed by a physician or other qualified practitioner.

INITIAL PSYCHOSOCIAL ASSESSMENT

Participants will have *Initial Psychosocial Assessment* occurring within 72 hours following the initial medical screening and evaluation. The assessment provides a comprehensive overview of the client and his or her problems. Assessment includes the alcohol or drug history including past treatment or efforts to abstain; functioning in the areas of family, employment, health, mental health, legal, social and other life areas; strengths available to support recovery process, client motivation and attitudes regarding recovery. Clients will be assessed for dual diagnosis and possible pharmacology therapy, such as anti-depressants to treat clinical mood disorders.

PHARMACOLOGICAL THERAPY

Participants will have quick access to qualified Psychiatrists. The initial psychosocial assessment by a qualified mental health professional will carefully assess for dual diagnosis or evidence of an Axis 1 diagnosis such as clinical depression and so on. Current studies/research conclude that clinical depression is often linked to the addiction process, and that treatment success is enhanced when the individual is treated appropriately.

The following outlines the individual services that can be selected for each participant and indicates the objective of the service and anticipated outcomes. We have also included a sample schedule that will provide an idea on how we feel the time will be structured.

1. GROUP COUNSELING

Description: Participants will attend "core" group counseling sessions five times a week lasting two hours. Participants, through professional facilitating, will be encouraged and expected to discuss personal issues, problems and life experiences. We will encourage discussion on problems (especially problems that exist - including anti-social and criminal behavior occurring because of their addiction and use of alcohol and or

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

illicit drugs. Groups will be led by qualified mental health professionals, specializing in group therapy.

Purpose and Objectives, Participants will

- Develop empathic skills that offenders and many addictive persons lack
- Develop more effective communication and listening skills
- Develop improved awareness of unhealthy and destructive behavior resulting from substance abuse
- Learn to take responsibility for actions and minimize blaming others
- Learn about abusive behaviors that include emotional and psychological abuse
- Learn to focus on present and not the past
- Learn that power and control are not effective or healthy behaviors
- Learn the importance of personal disclosure for effective communication and interpersonal communication
- Learn behavioral skills to address unhealthy behaviors
- Learn to identify current problems and how to problem-solve
- Learn to build self-esteem through a supportive process
- Learn to accept professional and peer feedback
- Learn to realistically look at one's circumstances

Anticipated Results: Participants will demonstrate improved and effective communication, honesty and taking responsibility for one's actions, decreased blaming, improved anger and impulse management, empathy and "real" alcohol and drug use and its effects, awareness and empathy for "victims", enhanced awareness of anti-social behavior including forms of abuse of other than physical, i.e., emotional and psychological abuse.

2. LIFE SKILLS GROUPS

Description: Participants will attend Life Skills group three times a week lasting two hours. Participants will be provided fundamental information regarding developing a more positive and healthy life-style that will enhance their ability to abstain from alcohol and drugs. These objectives will be met by providing participants with educational and learning experiences through video and other educational material and lectures and presentations from qualified professionals and consultants.

Purpose and Objectives. Participants will:

- Learn the importance of value clarification and belief systems
- Learn the importance of lawful income and vocation
- Learn the importance of manners and appearance
- Learn to manage finances
- Learn effective relationship skills and stress management
- Learn to differentiate between needs and wants
- Learn effective and improve parenting skills
- Learn non-aggressive behavioral strategies
- Learn about effective nutritional and exercise benefits
- Learn how to make a commitment to be a law-abiding citizen
- Learn techniques for improved impulse and self-control
- Learn successful conflict resolution techniques, i.e., physical emotional, cognitive, and spiritual well being
- Learn about the "pit-falls" of self-centered life style
- Learn how to establish realistic goals

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Florida Department of Law Enforcement

Anticipated Results: Participants will demonstrate the ability to apply their knowledge of important, learned life-skills that will significantly improve their chances of long-term abstinence and recovery from alcohol and or drug abuse. These skills will be "tools" learned and applied. This will be demonstrated through close monitoring and progress will be documented by the program manager as a result of their long-term (6 mo-12mo) involvement in a therapeutic community.

3. RELAPSE PREVENTION GROUP

Description: Participants will attend Relapse Prevention Group sessions two times a week lasting 2 hours; a combination of educational and group therapy. These groups will be facilitated by qualified mental health/substance abuse professionals who will co-facilitate groups with a volunteer from the community who has an extended period (no less than two years) of successful recovery and sobriety.

Purpose and Objectives: Participants will:

- Learn to recognize patterns that lead to relapse
- Learn health, sleep, diet, and exercise patterns
- Learn acute withdrawal (physical and psychological) awareness
- Learn role of spirituality in prevention and relapse occurrence
- Learn how spirituality effects physical and emotional health
- Learn the importance of stress management and awareness
- Learn the effects of prolonged alcohol and drug abuse
- Learn about the disease concept of addiction
- Learn about the family involvement in disease and recovery
- Learn principles and purpose of the twelve-step model
- Learn how to recognize destructive patterns of behavior and thinking

Anticipated Results: Participants will demonstrate knowledge and application of principles of relapse prevention through monitoring and documented progress by the program manager as to their long-term therapeutic residential community known as the RRAP program.

4. MOTIVATIONAL GROUP

Description: Participants will attend Motivational Group sessions no less than one time a week lasting two hours each session. Objectives will be accomplished through a series of topical presentations described below in "purpose and objectives." These groups will be facilitated by using training and educational videos and lectures and presentations by qualified and professional presenters.

Purpose and Objectives: Participants will:

- Learn the importance of goal setting
- Learn how to evaluate the importance of self-esteem
- Learn techniques and the importance of effective interpersonal skills
- Learn the importance of using and applying positive affirmations
- Learn the techniques of "list making and Journalizing"
- Learn how to eliminate negative self-talk
- Learn how recreation and relaxation are important to the recovery process

Anticipated Results: Participants will demonstrate applied knowledge and application to the objectives stated above through the monitoring and documented progress, in part, by the workbook assignments and

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

mandatory journalizing of the participants.

5. INDIVIDUAL COUNSELING SESSIONS

Description: Participants will attend individual counseling sessions once a week for one hour by a qualified mental health professional. In these sessions the participant will discuss, share, and disclose personal problems and unresolved conflicts the effect to their antisocial behavior and alcohol and drug use. This intervention will permit the participant to explore areas that may be inappropriate in a group, and provide the participant a safe and confidential therapeutic environment.

Purpose and Objectives, Participants will:

- Develop insight and information regarding anti-social behaviors necessary to effect positive and long-term change.
- Improve awareness of psychological problems and problem behaviors
- Enhance communication skills and ability to disclose
- Learn to introspect i.e., self examination
- Learn the importance of setting boundaries to avoid power and control relationships
- Learn the importance of values clarifications and morality i.e., social acceptable behaviors and right from wrong
- Learn from their past experiences and not "live" in the past but rather the present
- Learn how their antisocial behavior and alcohol and drug use victimize others
- Learn basic fundamentals for Rational-Cognitive methods of self-talk and how the cognitive process (thoughts) influence moods and behavior

Anticipated Result: Participants will demonstrate an enhanced awareness and insight for positive and long-term change. They will demonstrate improved communication and interpersonal skills.

6. EDUCATIONAL/COMPUTER LITERACY PROGRAM

Description: Participants will attend literacy and structured educational program two times a week for two hours in one session and four hours in the second session. These sessions will be held in the JEPCF classroom already equipped with computers and learning aids. Each participant will develop, with assistance, a "contract" outline specific educational goals they will master and achieve. This program will be facilitated by a professional educator.

Purpose and Objectives, Participants will:

- Learn employment preparation skills
- Learn the importance of time management
- Learn computer skills and applications such as letter and resume writing
- Improve educational performance and level including attaining GED
- Learn the importance of reading and information gathering

Anticipated Results: Students will demonstrate competencies in the education areas outlined in their educational individual contract and goals. These areas will be demonstrated through tests, assignments and homework developed and evaluated by professional educator.

7. RECREATION AND PHYSICAL ACTIVITIES PROGRAM

Description: Participants will attend lectures, presentations, video presentations, and be taught

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techniques and skills regarding the above objectives by qualified health and fitness professionals. They will attend these activities no less than three (3) times a week one hour each session.

Purpose and Objectives. Participants will:

- Learn the importance of recreational and relaxation in reducing stress and to assist in recovery and prolong abstinence
- Learn the importance of affective management of life stressors and how stress contributes to physical disorders including addiction.
- Learn the importance of proper nutritional and diet management.
- Learn the importance of holistic approach, which includes attention to physical, emotional, and spiritual development.

Anticipated results: Participants will demonstrate an increased knowledge and awareness of the importance of a healthy lifestyle appreciating the holistic approach to personal well being.

8. INDIVIDUALIZED WORK SESSIONS & MEDIA PRESENTATIONS

Description: Participants will use educational study materials and medial presentations for recovery, substance abuse and relapse prevention, personal growth and spirituality. Educational materials and curriculum material such as workbooks, will be purchased from sources such as the National Curriculum & Training Institute Criminal Justice Programs, SMART Recovery educational materials, HAZELDEN educational matters, etc.

Purpose and Objectives. Participants will:

Complete topical assignments and homework assignments as part of their total learning and therapeutic experience

- Learn how to journalize feelings and attainment of personal goals
- Chart progress and goal-setting
- Discover how attitude affects behavior
- Gain better self-control
- Practice and gain new life skills
- Learn about peer problem solving

Anticipated Results: Participants will demonstrate an increased knowledge of personal goal setting, relapse prevention and enhanced skills for problem solving and long-term abstinence.

9. FAMILY & SIGNIFICANT OTHER INVOLVEMENT INDIVIDUAL/GROUP TREATMENT

Description: To include family, spouse, and significant others in the recovery process and rehabilitation of in-jail RRAP participants. Participants would learn about the disease process and behavioral patterns of persons addicted to drugs and alcohol.

Purpose and Objectives. Participant(s) will learn:

- valuable insights and skills to assist the offender in relapse prevention.
- how addictions can cause family and social problems.
- how substance abuse can affects parenting
- how substance abuse can create developmental problems with children
- to recognize patterns of that lead to relapse

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- the role of spirituality and how it effects to physical and emotional well being
- the physical and psychological effects of prolonged alcohol and drug abuse
- the disease concept of addictions
- the positive effects that family can have in recovery
- the principles and purposes of the twelve-step process
- successful conflict resolution techniques
- the importance of stress management and awareness
- effective communication, listening and empathy skills
- strategies to build self-esteem through a supportive process
- To include family, spouse, and significant others in the recovery process and rehabilitation of in-jail RRAP participants. Participants would learn about the disease process and behavioral patterns of persons addicted to drugs and alcohol.

Anticipated Results: Successful recovery and relapse prevention from substance abuse would be enhanced when involving the offender's support system and family in the recovery process through a series of psycho-educational programs for members of their support system thus achieving better understanding of the addictions process and relapse prevention strategies.

Both the RRAP participants and participating support people will be able to identify "triggers" and how to handle behaviors to avoid relapse. Increased awareness and education will enhance the recovery process for the individuals and their families.

The primary goal of our program will be to focus on solving the substance abuse problems of the inmate through the development of cognitive, behavioral, social, vocational and other life skills. The program manager will assess the individual plan and make changes as they relate to the progress of each participant. We will use the following measurable objectives and methods throughout our program:

METHOD #1

1. Group & Individual Counseling - Professional counselors will provide written documentation to the offender-specific degree of progress regarding the use and behavioral demonstration of the topic/goal.
2. The goal/objective will be measured and evaluated through an ongoing series of written post-tests to measure and evaluate the participant's level of retention and understanding of the topic.

The measurement tools above will evaluate goals to:

- Learn Empathy
- Learn Effective Communication
- Learn specific destructive behaviors from alcohol and substance abuse
- Learn how blaming is self-destructive and a hindrance to abstinence and the development of healthy social and personal relationships.
- Learn the importance of focusing on the present and not the past
- Learn how to accept and use professional and peer feedback
- Learn how to clarify and identify individual/personal value system
- Learn how antisocial behavior and substance abuse victimizes others
- Learn the skills of disclosure and introspection

METHOD #2

1. Participants will be given personal workbooks and custom designed curriculum material related to specific subject areas.

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2. The written completion of assignments and homework from these materials will be reviewed and evaluated by the program manager with written documentation.
3. The Program Manager will evaluate written homework and responses and note progress level, including mandating that an assignment be redone.
4. The Program Manager will keep an updated, organized progress report on each participant noting completion and success of assignments, homework and areas lacking progress.

The measurement tools in Method #2 will include the topics/goals as follows:

- Learn specific Rational-Behavioral skills and principles
- Learn important and key life skills, including managing finances, job preparedness, stress management, parenting skills, conflict-resolution or "win-win", holistic approach including spiritualism, establishing and reaching goals, etc.
- Learn specific principles of relapse prevention
- Learn principles of twelve-step model
- Learn about power-control model including the several forms of abuse other than physical

METHOD # 3

1. Participants will keep topical journals that will be reviewed and evaluated by the Program Manager weekly.

This tool will evaluate and measure the goals to:

- Learn how to develop improved and increased motivation
- Learn how to journalize and recognize sleep, diet, and exercise patterns
- Learn the role of spirituality in the role of relapse
- Learn to identify and chart the effects of prolonged alcohol and drug abuse
- Learn and chart the personal benefits of exercise and recreation
- Learn how to journalize feelings and attainment of personal goals
- Learn how to chart progress

METHOD #4

The following goals/objectives and success of attaining these will be measured by using the methods of:

1. Standard written educational curriculum and evaluation tools, such as written performance, pre and post tests, etc will be used to measure the following:
 - Attain higher educational level from attaining GED to taking college preparation
 - Learn computer skills and day to day computer application such as information gathering.
 - Learn to identify and improve basic educational areas courses, etc. such as reading, writing, verbal skills and presentations, etc

In addition to the services outlined, once the inmate has successfully completed the RRAP program and subsequently released from custody, he/she will be ordered to an Aftercare program, i.e., The Grove Counseling Center, Inc., Altamonte Springs, Florida. Aftercare will consist of weekly group and individual counseling and educational programs for the offender and his/her family. Offenders will not be released from the Aftercare program until a qualified substance abuse practitioner has determine the participant has demonstrated they have reached a certain benchmark in the recovery process. Upon completion of the

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RRAP program, participants will be tracked every six months for 2 years to see if they have been rearrested for any reason. Tracking and monitoring will include the use of questionnaires and NCIC/FCIC tracking.

We will continue to use the grant program to develop and implement effective programs in the JEPCF that help individuals that would otherwise not receive treatment to overcome their substance abuse problems. Once grant funding is no longer available, we will seek alternate funding sources at the local level to continue this worthwhile program.

Following is a brief summary of the times and hours of the various services offered in the RRAP program:

RRAP WEEKLY ACTIVITY/ACTION	Seminole County Sheriff's Office						
	Hours Per Session:						
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	
Group Counseling	2	2	2	2	2		
Life Skills Group		2	2	2			
Relapse Prevention Group	2				2		
Motivational Group		2					
Individual Counseling				1			
Education/Computer Literacy Program			2				4
After Care Program- EVENINGS		1					
Recreational and Physical Activities Program		1		1			1
Individualized Work Sessions	2	2	2	2	2		2
Media Presentation	2		2				2
Specialized Topics: Relaxation Techniques, Stress Management, Marriage & Family, Parenting, Domestic Violence, Anger Management, etc.							1
Family Counseling & Role Playing					2		
Total Daily Hours	8	10	10	8	8		10

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The minimum requirements for the program consultants are as follows:

TITLE: RATIONAL RECOVERY ADDICTIONS PROGRAM (RRAP)

POSITION

REQUIREMENT: Must possess Bachelor's degree from accredited college or university. Should have experience in substance abuse and or mental health. Institutional or correctional experience preferred. Must have demonstrated ability to interact with correctional and clinical staff and possess ability to work and interact with various groups such as probation, judicial, and other community social and educational agencies.

ACCOUNTABLE TO: JEPFCF Health Care Administrator

POSITION SUMMARY: Implement and manage on-site substance abuse treatment program.

PERFORMANCE EXPECTATIONS:

1. Development and implementation of substance abuse treatment program, referred to as RRAP.
2. Programming include:
 - a. Time-limited psychosocial educational and treatment modules focused on information related to effects of substance abuse and relapse prevention.
 - b. Ongoing support and treatment groups.
 - c. Ongoing individual counseling
 - d. Comprehensive and "holistic" approach to successful abstinence including, identifying and treating mental health issues, spiritual development, health and physical awareness, interpersonal and communication skill development, educational and career, techniques to improve motivation and lifestyle.
3. Participation and coordinating participant's individual treatment plan and "contract."
4. Daily, weekly documentation of offenders progress, not limited to documenting offenders progress and compliance to individual workbooks, homework, journals, etc.
5. Act as liaison to numerous agencies including judicial and probation offices.
6. Implement and coordinate after care program
7. Implement treatment and activity master schedule for RRAP
8. Implement and coordinate activities and roles for consulting professionals and volunteers.
9. Will attend meetings, security and medical, as identified by Healthcare Administrator.
10. Will provide necessary reporting verbally and in writing to ensure program compliance as requested.
11. Other duties as assigned by Health Care Administrator.

Measurable Objectives:

1. We will provide RSAT services for 32 male and 12 female inmates.
 2. Monthly evaluations will be performed on each participant evaluating progress of participants:
 - A. A pre-test and evaluation will be conducted for each participant upon entering the program. A total of 32 pre-tests will be given during the program.
 - B. Monthly written post tests will be given to each participant to measure and evaluate the participants' level of retention. A minimum of 192 monthly post tests will be given during the program (16 participants per month x 12 months)
 3. We will administer a 3 panel drug test to 100% of our RSAT participants upon admission into the program and shortly before release back into the community; and on a monthly basis all participants will be randomly selected to receive a 3 panel drug test.
- We will refer 100% of all successful completions for local aftercare services.

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E. Program Description/Objectives Continued

3. **Activity Implementation Schedule.** Complete the Activity Implementation Schedule showing when activities in the Program Description will commence and how the project will progress. This chart benchmarks planned activities, both administrative and programmatic. Start below and use continuation pages as necessary.

Subgrant Period

06/01/04 through 5/31/05
Beginning Date End Date

ACTIVITY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Submit Financial Reimbursement Requests		X			X			X			X	
Submit Quarterly Program Reports		X			X			X			X	
Submit Quarterly PGI Reports (If applicable)												
Submit Financial Closeout Package							X					
Finalize treatment provider contract (5/04)					X							
Provide RRAP Services	X	X	X	X	X	X	X	X	X	X	X	X
Submit Certificate of Acceptance (3/04)			X									
Collect Data	X	X	X	X	X	X	X	X	X	X	X	X
Follow-up for Aftercare	X	X	X	X	X	X	X	X	X	X	X	X

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F. Project Budget

1. Schedule Summary

- a. The Project Budget Schedule includes five Budget Categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, and Indirect Costs) and Total Project Costs. Total Local Match must be a minimum of 25 percent of the Total Project Costs.
- b. Enter the amount of federal, matching, and total funds by budget category that you will use to support project activities. Enter dollar amounts only in applicable categories based on totals from the Budget Narrative and leave others blank. Total Local Match must be a minimum of 25 percent of the Total Project Costs.

Type or Print Dollar Amounts Only in Applicable Categories and Leave Others Blank.

Budget Category	Federal	Match	Total
Salaries And Benefits	0.00	0.00	0.00
Contractual Services	112,437.00	37,479.00	149,916.00
Expenses	11,025.00	3,675.00	14,700.00
Operating Capital Outlay	0.00	0.00	0.00
Indirect Costs	0.00		0.00
Totals	123,462.00	41,154.00	164,616.00

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F. Project Budget Continued

2. Budget Narrative

- a. Identify type of Budget, i.e., Actual, Unit Costs (supported by detailed cost basis), or Contractual (supported by back-up documentation that provides either the actual or unit costs basis for the contract).
- b. The Project Budget Narrative may reflect costs in any of the five budget categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, Indirect Costs). The Total Project Costs must be included.
- c. Under each applicable budget category (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, Indirect Costs) include a line item Budget. Describe in full each line item within the budget category. The description should show sufficient detail to demonstrate a cost relationship to the project activities.
- d. Specify the sources of matching funds. [Source of match must be cash and represent no less than twenty-five (25) percent of the project's cost.]
- e. Costs must not be allocated or included as a cost to any other federally financed program.

(Continue on additional pages if necessary.)

All program matching funds (\$41,154.00) will be provided through the Sheriff's Office general revenue.

Salaries/Benefits – \$0.00

Contractual Services - \$149,916.00

Contractual Services will be used to implement the various services we are providing. We anticipate contracting with two program managers that will provide consistent monitoring and evaluation of the individual progress for each participant. **Because we are providing the program to male and female participants, we will require two managers.** In addition to the monitoring and evaluation, these managers will provide some direct services. We will also use various qualified professionals to provide additional curriculum for the areas outlined in our program detail (Group Counseling, Life Skills Group, Relapse Prevention Group, Motivational Group, Individual Counseling, Education/Computer Literacy Program, Recreational and Physical Activities, Individualized Work Sessions, Media Presentations, and our Specialized Topics). We anticipate total program hours of 53 hours per week, per individual, with 40 of that performed in a group session. The following is an outline of the anticipated costs for those services:

Estimated Annualized Cost for Outsourcing Group and Individual Activities

Description with pricing estimate:	Cost Per Week	Annual Cost
1) Core Group Counseling – 5 x week @ 2 hours = 10 x \$20 =	\$ 200.00	
2) Life Skills Groups – 3 x week @ 2 hours = 6 x \$20=	\$ 120.00	
3) Relapse Prevention Group – 2x week @ 2 hours = 4x\$20=	\$ 80.00	
4) Motivational Groups – 1x week @ 2 hours 2x\$20=	\$ 40.00	
5) Individual One on One – 1x week @ 1hour x 16 participants x\$20=	\$ 320.00	

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6) Educational Program 3x week @ 2 hours 6x\$20 =	\$ 120.00	
7) Exercise, nutritional & recreational program 3 x week @ 1.5 hours = 4.5 hours x \$15	\$ 68.00	
8) Family Counseling (Group/One on One) 1x week @ 2 hours = 2 hours x \$30	\$ 60.00	
Total weekly costs for outsourcing above activities.....	\$1,008	
A. Total annualized cost projection for Activitiesx 52 weeks		\$52,416.00
Projected Cost for contracting with two Managers @ \$42,000/each =		\$84,000.00
Part-time Assistant		\$13,500.00

In addition, there will be a part-time assistant for the administrative side of the program. This position will aid in the scheduling and tracking of participants, as well as, perform basic clerical/administrative duties for the program.

Expenses - \$14,700

The grant will also require we purchase operational and program supplies such as office supplies, videos, workbooks, motivational/educational materials, provide for some training of personnel, and drug/alcohol testing that occurs for participants. The breakdown is as follows:

Operational/Office Supplies (files, copies, printer ink, software, paper/pens etc)	\$ 2,700.00
Small Office equipment (calculator, desk equip, file cab, etc)	\$ 2,000.00
Educational Materials (videos workbooks, etc..)	\$ 3,000.00
Other program Materials (journals, computer software for lab)	\$ 2,000.00
Drug/Alcohol testing/screening	\$ 2,000.00
Training (TBA) related to substance abuse	\$ 1,500.00
Consultants associated with substance abuse, each consultant to be paid no more than \$100.00	\$ 1,500.00

Operating Capital Outlay -- \$0.00

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G. Acceptance and Agreement

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section and will become binding upon approval of this subgrant. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed.

All persons involved in or having administrative responsibility for the subgrant must read these "Acceptance and Agreement" conditions. **This "Acceptance and Agreement" (Section G) must be returned as part of the completed application.**

Definitions:

"Department", unless otherwise stated, refers to the Florida Department of Law Enforcement.

"Recipient" refers to the governing body of a county that performs criminal justice functions as determined by the U.S. Secretary of the Interior, and includes an "Implementing Agency" which is a subordinate agency of a county or an agency under the direction of an elected official (for example, Sheriff).

1. Reports

A. Project Performance Reports:

Regardless of whether project activities occur or not, the recipient must submit Quarterly Project Performance Reports to the Office of Criminal Justice Grants (OCJG) by February 1, May 1, August 1, and November 1 covering subgrant activities occurring during the previous calendar quarter. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

B. Financial Reports:

- (1) The recipient shall have the choice of submitting either Monthly or Quarterly Reimbursement Requests to the OCJG. Monthly Reimbursement Request (months 1 through 11) are due thirty-one (31) days after the end of the reporting period. Quarterly Reimbursement Requests (1st through 3rd quarter) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Reimbursement Requests shall be submitted as previously discussed. A final Reimbursement Request and a Criminal Justice Contract (Financial) Closeout Package shall be

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- submitted to the OCJG within forty-five (45) days of the subgrant termination period. Such Reimbursement Request shall be distinctly identified as "**final**".
- (2) Regardless of whether costs are incurred or not, all claims for reimbursement of recipient costs shall be submitted on the Financial Claim Report Forms prescribed and provided by the OCJG. A recipient shall submit either monthly or quarterly claims in order to report current project costs. Reports are to be submitted even when **no** reimbursement is being requested.
 - (3) Before the "**final**" Reimbursement Request will be processed, the recipient must submit to the OCJG all outstanding project performance reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
 - (4) The recipient shall submit Quarterly Project Generated Income Reports to the OCJG by February 1, May 1, August 1, and November 1, covering subgrant project generated income and expenditures occurring during the previous quarter. (See Paragraph 17. Program Income.)

C. Other Reports:

The recipient shall submit other reports as may be reasonably required by the OCJG.

2. Fiscal Control and Fund Accounting Procedures

- A. The recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the OCJG.
- B. All expenditures and cost accounting of funds shall conform to the requirements of the Office of Justice Programs' *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and those specified in the federal Office of Management and Budget (OMB) *Circulars A-21, A-87, A-110 or A-102*, as applicable, in their entirety.
- C. All funds not spent according to this agreement shall be subject to repayment by the recipient.

3. Compliance with "Consultant's Competitive Negotiation Act"

The recipient, when applicable, agrees to satisfy all requirements provided in Section 287.055, F.S., known as the "Consultant's Competitive Negotiation Act".

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4. Approval of Consultant Contracts

The OCJG shall review and approve in writing all consultant contracts prior to employment of a consultant. Approval shall be based upon the contract's compliance with requirements found in the Office of Justice Programs' *Financial Guide* and in applicable state statutes. The OCJG's approval of the recipient agreement does not constitute approval of consultant contracts.

5. Allowable Costs

Allowance for costs incurred under the subgrant shall be determined according to "*General Principles of Allowability and Standards for Selected Cost Items*" set forth in the Office of Justice Program's *Financial Guide* and federal OMB's *Circular No. A-87, "Cost Principles for State and Local Governments"*, or OMB's *Circular No. A-21, "Cost Principles for Educational Institutions"*.

All procedures employed in the use of federal funds to procure services, supplies or equipment, shall be according to U.S. OMB's *Common Rule for State and Local Governments*, or OMB *Circular No. A-110 or A-102 as applicable* and Florida Law to be eligible for reimbursement.

6. Delegation of Signature Authority

When a chief officer or elected official of a subgrant recipient designates some other staff person signature authority for him/her, the chief officer or elected official must submit to the OCJG a letter or resolution indicating the staff person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority.

7. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the OCJG must be notified in writing with documentation to include appropriate signatures.

8. Travel and Training

- A. All travel reimbursement for out-of-state or out-of-grant-specified work area shall be based upon written approval of the OCJG prior to commencement of actual travel. Recipients shall obtain written approval from the OCJG for reimbursement of training costs and related travel prior to commencement of training, if the specific training was not listed in the approved budget.
- B. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, F.S.

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- C. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, F.S.

9. Written Approval of Changes in this Approved Agreement

Recipients must request in writing any significant changes to the agreement and receive approval from OCJG. These include, but are not limited to:

Changes in project activities, designs or research plans set forth in the approved agreement;

- A. Budget deviations that do *not* meet the following criterion. That is, a recipient may transfer funds between budget categories as long as the total amount of transfer does *not* exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget line item; or,
- B. Transfers of funds above the ten (10) percent cap shall be made only if the Department approves a revised budget.
- C. Under no circumstances can transfers of funds increase the total budgeted award. Transfers do not allow for increasing the quantitative number of items documented in any approved budget line item. (For example, equipment items in Operating Capital Outlay or Expense categories or staff positions in the Salaries and Benefits category.)

10. Reimbursement Subject to Available Funds

The obligation of the State of Florida to reimburse recipients for incurred costs is subject to the availability of federal funds authorized under the Residential Substance Abuse Treatment for State Prisoners Formula Grant Program.

11. Procedures for Reimbursement Request

All requests for reimbursement of recipient costs shall be submitted on the form prescribed and provided by the Department. A recipient shall submit reimbursement requests on a monthly or quarterly basis, as specified in Section G, Item 1b of this agreement, in order to report project costs incurred during the specified reporting period.

All requests for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.

12. Advance Funding

Advance funding is authorized up to twenty-five (25) percent of the federal award for each

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project according to Section 216.181(15)(b), F.S. and the Office of Justice Programs' *Financial Guide*. Advance funding shall be provided to a recipient upon a written request to the Department justifying the need for such funds. **This request, including the justification, shall be enclosed with the subgrant application.**

13. Commencement of Project

If a project has not begun within sixty (60) days after acceptance of the subgrant award, the recipient shall send a letter to the OCJG requesting approval of a new project starting date. The letter must outline steps to initiate the project, explain reasons for delay, and specify an anticipated project starting date.

If a project has not begun within ninety (90) days after acceptance of the subgrant award, the recipient shall send another letter to the OCJG, again explaining reasons for delay and requesting approval of a revised project starting date.

Upon receipt of the ninety (90) day letter, the OCJG shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other projects approved by the Department. If warranted by extenuating circumstances, the Department may extend the starting date of the project beyond the ninety (90) day period, but only by execution of a formal written amendment to this agreement.

14. Extension of a Contract for Contractual Services

Extension of a contract for contractual services between the recipient and a contractor (which includes all project budget categories) shall be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial contract. Only one extension of the contract shall be acceptable, unless failure to complete the contract is due to events beyond the control of the contractor.

15. Excusable Delays

Except with respect to defaults of consultants, the recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the recipient. Such causes include but are not limited to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform shall be beyond the control and without the fault or negligence of the recipient.

If failure to perform is caused by failure of a consultant to perform or make progress, and if

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such failure arises out of causes beyond the control of recipient and consultant, and without fault or negligence of either of them, the recipient shall not be deemed in default, unless:

- A. Supplies or services to be furnished by the consultant were obtainable from other sources,
- B. The Department ordered the recipient in writing to procure such supplies or services from other sources, and
- C. The recipient failed to reasonably comply with such order.

Upon request of the recipient, the OCJG shall ascertain the facts and the extent of such failure, and if the OCJG determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

16. Obligation of Recipient Funds

Recipient funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the grant period. **Only project costs incurred on or after the effective date and on or prior to the termination date of the recipient's project are eligible for reimbursement.** A cost is incurred when the recipient's employee or consultant performs required services, or when the recipient receives goods, notwithstanding the date of order.

17. Program Income (also known as Project Generated Income)

The term "program income" or "project generated income" *means* the gross income earned by the recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the Office of Justice Programs' *Financial Guide* and the U.S. Department of Justice's *Common Rule for State and Local Governments*.

The recipient shall submit Project Generated Income Reports in accordance with Section G, Paragraph 1.b.

18. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the recipient, the recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination or suspension of the agreement in whole or in part. In such event, the Department shall notify the recipient of its decision *thirty (30) days* in advance of the effective date of such sanction. The recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

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19.Retention of Records

The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the project completion as provided by the Florida Department of State, General Schedule for Local Government GS1-L, and be available for audit and public disclosure upon request of duly authorized persons.

20.Access To Records

The Florida Department of Law Enforcement, Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient, Implementing Agency and contractors for the purpose of audit and examination according to the Office of Justice Program's *Financial Guide*.

The Department reserves the right to unilaterally terminate this agreement if the recipient, Implementing Agency or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

21.Audit

- A. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB's *Circular A-133* and other applicable federal law. The contract for this agreement shall be identified with the subject audit in *The Schedule of Federal Financial Assistance*. The contract shall be identified as federal funds passed-through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit which meets the requirements of *Chapters 11.45 and 215.97, Florida Statutes*; and, *Chapters 10.550 and 10.600, Rules of the Florida Auditor General*.
- B. A complete audit report which covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to *all* findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- C. The subgrant recipient shall have all audits completed by an independent public accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with

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federal laws and regulations.

- D. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- E. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of *OMB Circular A-133* for that fiscal year. In this case, written notification shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to OCJG no later than March 1 following the end of the fiscal year.
- F. If this agreement is closed out without an audit, the Department reserves the right to recover any *disallowed costs* identified in an audit completed after such closeout.
- G. The completed audit reports should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

23. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Program's *Financial Guide* and the federal *OMB Circular A-110 or A-102, as applicable*.

24. Property Accountability

The recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.

The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs' *Financial Guide* and the federal *OMB Circular A-110 or A-102, as applicable*. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

25. Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the

Residential Substance Abuse Treatment Program
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performance of this agreement according to the Department's decision.

If the recipient appeals the Department's decision, it also shall be made in writing within twenty-one (21) calendar days to the Department's agency clerk. The recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Chapters 28-5 and 9-5, F.A.C. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

26. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Bureau, of the U.S. Department of Justice's Bureau of Justice Assistance or both have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

27. Publication or Printing of Reports

The recipient shall submit one copy of all reports and proposed publications resulting from the agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

"This project was supported by Grant No. 2001-RT-BX-0044 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the U.S. Department of Justice."

28. Equal Employment Opportunity (EEO)

All recipients are required to comply with statutes that govern programs or activities funded by the *Office of Justice Programs (OJP) (Section 809(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d*, which prohibit such discrimination, as follows:

No person in any State shall on the grounds of race, color, religion, national origin, sex [or disability]* be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available under this title.

**Section 504 of the Rehabilitation Act of 1973 prohibits identical discrimination on the basis of disability.*

The recipient acknowledges, by completing and signing the attached EEO Certification Letter (Appendices I), that failure to submit an acceptable Equal Employment Opportunity

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Plan approved by the Office for Civil Rights (if recipient is required to submit one pursuant to 28 CFR 42.302), is a violation of its certified assurances and may result in suspension of funding obligation authority. **Submission of this certification letter is a prerequisite to entering into this agreement.** This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date of this agreement to comply with the Act or face loss of federal funds subject to the sanctions in the *Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq.* (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and CFR Section 42.207 Compliance Information.)

If any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, gender, disability or age against a recipient of funds, the recipient must agree to forward a copy of the findings to the OJP Office for Civil Rights.

The subgrantee will comply and assure the compliance of all contractors, with the non-discrimination requirements of the Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulation, 28 CFR Part 42, Subparts C,D,E and G; and Department of Justice regulation on disability discrimination, 28 CFR Parts 35 and 39.

29. Payment Contingent on Appropriation

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature.

30. For State Agencies: Federal Restrictions on Lobbying

If a state agency, the recipient agrees to comply with Section 319 of Public Law 101-121 set forth in "New Restrictions on Lobbying; Interim Final Rule," published in the February 26, 1990, Federal Register. Each person shall file the most current edition of this Certification And Disclosure Form, if applicable, with each submission that initiates agency consideration of such person for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.

The undersigned certifies, to the best of his or her knowledge and belief, that:

Residential Substance Abuse Treatment Program
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- A. No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
- C. The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all recipients shall certify and disclose accordingly.

31. State Restrictions on Lobbying

In addition to the provisions contained in Paragraph 29 of Section G, Acceptance and Agreement, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

32. Project Closeout

Project funds which have been properly obligated by the end of the subgrant funding period will have forty-five (45) days in which to be liquidated (expended). Any funds not liquidated at the end of the 45-day period will lapse and revert to the Department. A subgrant-funded project will not be closed out until the recipient has satisfied all closeout requirements in one final subgrant closeout package.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Florida Department of Law Enforcement", and mailed directly to the Department at the following address:

Florida Department of Law
Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

33. Background Check

It is strongly recommended that all programs targeting juveniles, implemented by other than a sworn law enforcement officer or program licensed by the Department of Children and Family Services, conduct background checks on all personnel providing direct services.

34. Purchase of American-Made Equipment and Products

To the greatest extent practicable, all equipment and products purchased with program funds should be American-made.

35. Eligibility for Employment in the United States

The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324A(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

36. National Environmental Policy Act (NEPA)

- A. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,
- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

Residential Substance Abuse Treatment Program
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- B. For any of a subgrantee's existing programs or activities that will be funded by these subgrant, the subgrantee, upon specific request from the Department and the Bureau of Justice Assistance (BJA), agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

37. Assurance of Political Activities Limitations

The subgrantee assures that it will comply with provisions of Federal law which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or part by Federal grants (5USC 1501, et seq.)

38. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the FDLE of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

39. Flood Disaster Protection Act

The subgrantee will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

40. National Historic Preservation Act

The subgrantee will assist the FDLE in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the FDLE of the existence of any such properties and by (b) complying with all requirements

established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

41. The Coastal Barrier Resources Act

The subgrantee will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibit the expenditure of most new Federal funds within the units of the Coastal

Residential Substance Abuse Treatment Program
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Barrier Resources System.

42. "Pay to Stay"

The subrecipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. The subrecipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

APPENDIX III

SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT

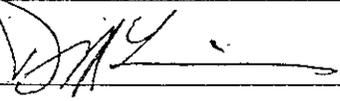
Name of Subgrantee Organization: Seminole County

Authorized Official for Subgrant Recipient

Type Name: Daryl McLain

Type Title: Chairman, Seminole County Board of County Commissioners

Signature:



Date: 1-13-04

Telephone Number: (407)-665-7291

Note: Justification for sole source procurement of \$100,000 or more must be submitted to the Florida Department of Law Enforcement for approval. Provide a brief response addressing each of the following issues. Address each issue in a separate paragraph using the corresponding numerical indicator. Start on the next page and continue using a maximum of one additional page if required. Sign this Signature Page and attach to the completed response.

1. Briefly describe the proposed contractual services and/or equipment and how it relates to your program.
2. Explain your reasons for proposing to contract with, or purchase from, a non-competitive sole source. Address the expertise of the contractor, management, responsiveness, program knowledge and experience of contract personnel.
3. Indicate the contract period and explain the potential impact on contract deliverables if due dates are not met. Estimate the time and cost to hire a competent replacement should the current contractor default.
4. Describe what is unique about the project and the proposed sole source contractor that would warrant a contract.
5. Explain any other points you believe should be covered to support your request for a sole source contract.
6. Make a declaration that the action you are taking is in the "best interest" of the Subgrant recipient and the implementing agency.

Residential Substance Abuse Treatment Program
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Sole Source Justification for Services and Equipment Narrative

NOTE: The Seminole County Sheriff's Office has contracted with The Grove Counseling Center, Inc. to provide direct services related to the Sheriff's Office Rational Recovery Addictions Program (RRAP). Before this entity was selected in August of 2003, there was a competitive bid process of which The Grove Counseling Center, Inc. was selected. The bid process and contract allows for extensions and can be cancelled by either party for any reason including non-performance of satisfactory services.

1. The Grove Counseling Center, Inc. was contracted with to provide all direct inmate services for our RRAP program at the John E. Polk Correctional Facility. The Grove provides an array of service for the program from the original evaluation and selection, to operation of daily/weekly/monthly activities of the RRAP participants, including aftercare.
2. As mentioned above, this is not a non-competitive sole source. The Grove was selected as a direct result of a competitive bid process and is currently under a renewable contract.
3. The contract was first start on August 8, 2003 and is now renewable on June 1, 2004. Up until this time, the Sheriff's office is satisfied with the outcome of services, as was the FDLE representative during our last monitoring visit in September of 2003. Due to the level of resources available in our county and based on our original bid process, and the quality and quantity of bids previously received, we do not feel we could replace them at a lesser cost. Also the continuity of the program, which is an important aspect from the participants stand point, would be jeopardized if the bid process was repeated so soon.
4. See #2 & #3 above.
5. See #2 & #3 above.
6. As mentioned above, this is not a non-competitive sole source. The original contract went through a competitive bid process. The contract is renewable based on satisfactory services provided and availability of continued funding. If services provided are satisfactory and costs continue to be reasonable, to have this contract go to bid every year would not be logical given continuity in the RRAP program is key for participants to successfully complete the program. In addition, based on the information received during the original bid process, we do not feel The Grove Counseling Service, Inc. could be replaced at a lesser cost.

BOILERPLATE CONTRACT

RESIDENTIAL RECOVERY ADDICTIONS PROGRAM (RRAP) – AGREEMENT TO PROVIDE SERVICES

THIS AGREEMENT is made and entered into by and between DONALD F. ESLINGER, Seminole County Sheriff's Office, hereinafter referred to as "SHERIFF", a Constitutional Officer of the political subdivision of Seminole County, State of Florida, whose address is 100 Bush Boulevard, Sanford, Florida 32773, and the Grove Counseling Center, Inc. hereinafter referred to as "PROVIDER", whose address is 583 East State Road 434, Longwood, Florida, 32750.

WITNESSETH:

WHEREAS, the SHERIFF is the Chief Correctional Officer for Seminole County, Florida and oversees operations at the John E. Polk Correctional Facility, located at 211 Bush Boulevard, Sanford, FL 32773. AND

WHEREAS, the SHERIFF desires to obtain the services of the PROVIDER to furnish specific mental health / substance abuse services to inmates in need of such services at the John E. Polk Correctional Facility, 211 Bush Boulevard, Sanford, FL. AND

WHEREAS, the SHERIFF has successfully applied for and received grant funding to provide a Rational Recovery Addictions Program targeted to the needs of specific inmates and has solicited bids from qualified vendors to operate the program on behalf of the SHERIFF, AND

WHEREAS, the incumbent PROVIDER has declined to continue operating the RRAP program, AND

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the SHERIFF and the PROVIDER agree as follows:

1. Term and Termination

The TERM of this Agreement shall be from June 1, 2004 through May 31, 2005, the dates of the parties notwithstanding, subject to annual appropriation of funds, and at the option of the SHERIFF, and with the mutual consent of the PROVIDER, shall be renewable on an annual or multi-year basis thereafter based upon the availability of grant funds.

The PROVIDER, with or without cause may terminate this Agreement upon no less than ninety (90) days with written notice delivered to the SHERIFF.

The SHERIFF may terminate this Agreement at any time, with or without cause, upon no less than thirty (30) days written notice delivered to the PROVIDER or in case of professional misconduct the SHERIFF may terminate this Agreement immediately.

The SHERIFF may terminate or renegotiate this Agreement if grant funding pertaining to the program is reduced or eliminated

2. **Purpose**

The purpose of this agreement is to provide for the continuation of the Rational Recovery Addictions Program for specifically designated inmates incarcerated at the John E. Polk Correctional Facility.

3. **Coöperation**

It is agreed that the PROVIDER shall have all reasonable and necessary cooperation and assistance from the SHERIFF and his staff so as to facilitate this agreement. The SHERIFF agrees to provide office space, including use of a telephone, fax machine and office equipment necessary for the PROVIDER to interact with referred inmates. The SHERIFF also agrees that the Correctional Facility Medical staff will keep the staff of the PROVIDER informed, in a timely manner as to the current status of inmates remanded to the program including changes in behavior and expected discharge dates.

4. **Definition – Provider**

For purposes of this agreement, the PROVIDER is the Grove Counseling Center, Inc. and the employees of the Grove Counseling Center, Inc. who provide services under the terms of this agreement.

5. **Assignments/Subcontracting**

The PROVIDER shall not sell, assign, transfer nor convey any of its rights with respect to this Agreement without the written consent of the SHERIFF.

The PROVIDER shall not enter into subcontracts for any of the services to be performed hereunder without the prior written consent of the SHERIFF.

6. **Compliance with Laws and Regulations**

In providing all services pursuant to this agreement, the PROVIDER shall abide by all Federal laws, state statutes, local ordinances, rules and regulations pertaining to or regulating the provisions of such services,

including those now in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this agreement, and shall entitle the SHERIFF to terminate this agreement immediately upon delivery of written notice of termination to the PROVIDER.

The PROVIDER must possess a valid State of Florida license to practice substance abuse treatment in accordance with Florida Law. A copy of said license must be provided to the SHERIFF for documentation purposes

7. **Correctional Facility – Security**

The PROVIDER shall provide all information requested by the SHERIFF pertaining to employees of the PROVIDER who will be providing services as set forth in this Agreement at the Correctional Facility for the purposes of the Correctional Facility conducting a background check on said employees. The SHERIFF, at his sole discretion, based upon the results of the background check, may deny access to the Correctional Facility to any employee of the PROVIDER. The SHERIFF may also deny access to any employee of the PROVIDER who in the sole determination of the SHERIFF presents a security risk at the Correctional Facility. It is the responsibility of the PROVIDER to promptly replace any individual who is denied access to the Correctional Facility.

8. **Sheriff's Representative**

The SHERIFF'S Representative to the PROVIDER shall be the Correctional Facility Health Services Administrator (HSA) or his designee for inmates that will be participating in the in the Rational Recovery Addictions Program.

9. **Office Space/Equipment/Supplies**

The SHERIFF shall provide office space and office equipment for the PROVIDER to utilize in providing services as set forth in this Agreement.

10. **Basic Services**

- a. The PROVIDER will operate on behalf of the SHERIFF, the Rational Recovery Addictions Program as set forth in the scope of work in RFP 2001-03, which shall be considered an attachment to, and incorporated as part of this Agreement. There shall be a separate program for men and women.

- b. The PROVIDER shall insure that all program components listed herein are inclusive of services provided:
1. Group counseling - 5 times per week at 2 hours each session
 2. Life skills groups - 3 times per week at 2 hours each session
 3. Relapse prevention groups - 2 times per week at 2 hours each session
 4. Motivational groups - 1 time per week at 2 hours
 5. Individual counseling - 1 time per week at 1 hour
 6. Educational program - 3 times per week at 2 hours each session
 7. Recreational program - 3 times per week at 1 hour each session
 8. Individualized Work Session -- 6 times per week at 2 hour each session.
 9. Special Topics -- 1 time per week for 1 hour each session
 10. Family Counseling -- 1 time per week for 2 hours each session.
 11. All additional requirements set forth in the scope of work of the request for proposal.
- c. The PROVIDER shall provide all reports and documentation pertaining to the program that is required under the terms and conditions of the grant award.
- d. The PROVIDER shall, for purposes of providing services, coordinate all activities with and work under the direction of the Correctional Facility Health Services Administrator (HSA) and his/her designee and shall make any reports and raise any service delivery concerns with this staff position.
- e. The PROVIDER will insure that personnel providing services regularly attend all scheduled Correctional Facility mental health and medical section meetings
- f. The PROVIDER shall be responsible for providing a part time case manager assistant position in accordance with the minimum specifications for such a position as provided by the SHERIFF.

11. Additional Services

This agreement may be modified by addendum for additional services to be performed by the PROVIDER if mutually agreed upon by both parties. Any Addendum shall set forth additional services to be performed and compensation for said services.

12. **Compensation and Payment**

The SHERIFF agrees to reimburse the PROVIDER for professional services rendered at the John E. Polk Correctional Facility as set forth in this agreement in the maximum amount of \$149,916.00. The amount of payment per month will not exceed \$12,493.00.

All Invoices (which will include a detail listing of the type of services provided) for payment will be sent to the following address:

Seminole County Sheriff's Office
Financial Services Section
100 Bush Boulevard
Sanford, FL 32773

13. **Indemnification**

The PROVIDER hereby agrees to hold harmless, indemnify and defend the SHERIFF, his employees and agents, against any and all claims for damages allegedly arising from or related to the PROVIDER'S, or his employees' or agents' conduct or negligence.

The SHERIFF hereby agrees, within the limits of section 768.28, Florida Statutes, to hold harmless, indemnify, and defend the PROVIDER, his employees and agents, against any and all claims for damages allegedly arising from or related to the SHERIFF'S, or his employees' or agents' conduct or negligence. Nothing herein is in any way intended to waive the SHERIFF'S sovereign immunity.

14. **Independent Contractor**

The PROVIDER agrees for the purposes within the scope of this agreement that under no circumstances shall it be construed that the PROVIDER, his employees or agents are employed by the Seminole County Sheriff's Office, but rather is an independent contractor. Nothing contained herein shall be construed as to confer upon the PROVIDER the rights, privileges, or benefits of Seminole County Sheriff's Office employees.

15. **Insurance**

The PROVIDER shall maintain or require the individuals he provides under this agreement to maintain a valid policy of insurance evidencing

general and professional liability insurance in the amount of a least ONE MILLION DOLLARS (\$1,000,000.00) per claim.

16. **Dispute Resolution**

Florida law shall be used to address any lawsuit or disagreement pertaining to this contract. Venue shall be in Seminole County. The SHERIFF or his appointed designee shall resolve minor disputes.

17. **Notices**

Whenever any party desires to give notice unto the other party, notice may be sent to:

For Sheriff:

George Sellery, Senior Manager
Seminole County Sheriff's Office
100 Bush Boulevard
Sanford, FL 32773

For Provider:

Mr. Anthony J. Schefstad, PH.D.
The Grove Counseling Center
1088 E. Altamonte Springs Drive
Altamonte Springs, FL 32772

18. **Access to Records/Records Management**

The SHERIFF shall be for purposes of this agreement the sole custodian and holder of all inmate medical records, inclusive of all records, charts, forms and other correspondence pertaining to the administration of services rendered to the inmate by the PROVIDER. The PROVIDER shall maintain the confidentiality of inmate mental health records and shall not remove any inmate records or files from the Correctional Facility without express written permission of the SHERIFF. The PROVIDER shall be responsible for insuring that all services provided to inmates receiving services under the terms and conditions of this agreement are properly documented on the inmates' medical record in a timely fashion and in accordance with industry standards and Correctional Facility protocols.

19. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing, approved by the respective parties and duly executed on behalf of each party as set forth herein.

20. Severability

If any provision or portion thereof shall be held to be invalid under any applicable statute or law, or held to be illegal or void for any reason whatsoever by any court of competent jurisdiction, such provision shall be treated as void without affecting the remainder of this Agreement.

21. Section G of Grant Application

The provider must be in compliance with all relevant sections of Section G – Acceptance and Agreement of the Subgrant Application within the original grant application.

22. Captions

Captions of the paragraphs as stated herein are for convenience only and shall have no interpretive or substantive effect.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

The Grove Counseling Center

Seminole County Sheriff's Office

By: Larry A. Birch, MA., LMHC
President and CEO

By: Donald F. Eslinger, Sheriff

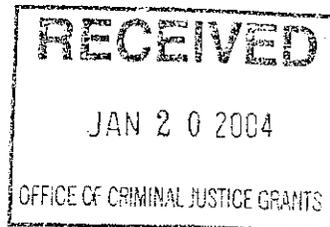
Witness

Witness

Date

Date

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement



EEO Certification Letter - Subgrant Recipient

Mr. Clayton H. Wilder
Community Program Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program
Requirements -- Subgrant Recipient

Dear Mr. Wilder:

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, I have read the Act criteria set forth in the Subgrant Application Package and Instructions. I understand that if the subgrant recipient meets these criterion, it must formulate, implement and maintain a written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the subgrant recipient (Initial one of the following):

- Does meet Act Criteria and does have a current EEO Program Plan.
- Does meet Act Criteria and does not have a current EEO Program Plan.
- Does not meet Act Criteria.

I further affirm that if the recipient meets the Act criteria and does not have a current written EEO Program, federal law requires it to formulate, implement, and maintain such a program within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

Requires signature of authorized official:

Type Name and Title: Daryl McLain, Chairman, Seminole County Board of County Commissioners

By:  Date: 1-13-04

Name of Subgrantee Organization: Seminole County

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

RECEIVED

DEC 23 2003

OFFICE OF CRIMINAL JUSTICE GRANTS

EEO Certification Letter - Implementing Agency

Mr. Clayton H. Wilder
Community Program Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO)
Program Requirements -- Implementing Agency

Dear Mr. Wilder:

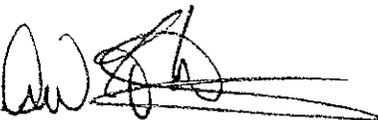
I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, I have read the ACT criteria set forth in the Subgrant Application Package and Instructions. I understand that if the Implementing Agency meets these criterion, it must participate in the subgrant recipient's EEO Program or formulate, implement and maintain its own written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the Implementing Agency (Initial one of the following):

- Does meet Act Criteria and does have a current EEO Program Plan.
 Does meet Act Criteria and does not have a current EEO Program Plan.
 Does not meet Act Criteria.

I further affirm that if the implementing agency meets the Act criteria and does not participate in the subgrant recipient's EEO Program or does not have its own written EEO Program, federal law requires it to participate in such a program or formulate, implement, and maintain its own program within 120 days after a subgrant application is approved or face loss of federal funds.

Requires signature of authorized official:

Type Name and Title: Donald F. Eslinger, Sheriff

By:  Date: 12/16/03

Name of Implementing Agency: Seminole County Sheriff's Office

**Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement**

H. Signature Page

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including
Strikeovers, whiteout, etc. are not acceptable.

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: Clayton H. Wilder
Type Name and Title: Clayton H. Wilder, Community Program Administrator
Date: 2-24-02

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Type Name of Subgrantee: _____
Signature: [Signature]
Type Name and Title: Daryl McLain, Chairman, Seminole County Board of County Commissioners
Date: 1-13-04

**Implementing Agency
Official, Administrator or Designated Representative**

Type Name of Implementing Agency: _____
Signature: [Signature]
Type Name and Title: Donald F. Eslinger, Sheriff, Seminole County
Date: 12/12/03