#### **GRANT AGREEMENT**

#### **BY AND BETWEEN**

#### **PINELLAS COMMUNITY FOUNDATION**

#### AND

#### UNIVERSITY OF SOUTH FLORIDA RESEARCH FOUNDATION, INCORPORATED

THIS GRANT AGREEMENT (hereinafter "Agreement"), effective upon the last date executed below, by and between PINELLAS COMMUNITY FOUNDATION, a public charitable foundation established by Trust Agreement Dated January 1, 1969, as may have been amended from time to time, whose address is 17755 US Highway 19 North, Suite 150, Clearwater Florida 33764, (hereinafter, "AGENCY") and UNIVERSITY OF SOUTH FLORIDA RESEARCH FOUNDATION, INCORPORATED, whose address is 4019 E Fowler Ave Suite 100 Tampa, FL 33617-2005 (hereinafter "GRANTEE").

#### WITNESSETH:

WHEREAS, in response to the emergence of a novel coronavirus and the respiratory disease it causes (hereinafter, "COVID-19"), the World Health Organization (hereinafter, "WHO") has officially characterized COVID-19 as a pandemic that constitutes a Public Health Emergency of International Concern; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order Number 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary, and accordingly the State Surgeon General and State Health Officer declared that a Public Health Emergency exists in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order Number 20-52 declaring a State of Emergency for the state of Florida in furtherance of efforts to respond to and mitigate the effects of COVID-19 throughout the state; and

WHEREAS, the Pinellas County Board of County Commissioners (hereinafter, "**Board**") passed Resolution 20-60 to define, expand, and add critical programs and services to mitigate the devastating impacts of COVID-19 on Pinellas County residents; and

WHEREAS, nonprofit community partners have seen an increased demand for many services and assistance in response to impacts from COVID-19, particularly in the areas of food programs, homelessness, behavioral health, and legal assistance for evictions; and

WHEREAS, as a direct result of the COVID-19 Public Health Emergency, many individuals and families find themselves in precarious financial situations within Pinellas County, without expanded access to critical services leading to food insecurity, housing insecurity, and behavioral health challenges; and

WHEREAS, the threat to these vulnerable individuals and families constitutes a significant threat to public safety and welfare requiring rapid expansion of vital services to meet local needs; and

WHEREAS, AGENCY is a subrecipient of pass-thru funds awarded by the U.S. Treasury Department (hereinafter, "Treasury") to Pinellas County (hereinafter, "County") made available under section 601(a) of the Social Security Act as added by section 5001 of the CARES Act (hereinafter, "Coronavirus Relief Fund"); and

WHEREAS, the County in partnership with AGENCY wishes to quickly expand services in priority areas that mitigate COVID-19 related impacts within the community such as food insecurity, housing insecurity, and access to behavioral health service though the Pinellas CARES Critical Service Expansion Program; and

**WHEREAS**, the **GRANTEE** is a direct support organization ("**DSO**") of the University of South Florida Board of Trustees ("**USF**") established pursuant to Florida Statues 1004.28; and

WHEREAS, USF will perform many of the functions associated with this award; and

WHEREAS, AGENCY has determined that GRANTEE and USF have the experience and capacity to quickly administer and deliver awarded funds to assist in the goal of expanding services in one or more of the priority areas that mitigate COVID-19 related impacts within the community;

NOW THEREFORE, the parties hereto, mutually agree as follows:

#### 1. Specific Grant Information:

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto and by reference incorporated herein:

- a) Grantee's Name: University of South Florida Research Foundation, Inc.
- b) Grantee's Contact and Notice Information:

Primary Contact Name: Keith Anderson

Address: 4019 E Fowler Ave Ste 100 Tampa, FL 33617-2005

Phone Number: 813-974-1914

Grantee's Data Universal Numbering System (DUNS) number: 069687242

- c) Federal Award Identification Number: Direct payment from the Department of the Treasury ('Treasury') pursuant to section 601(b) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
- d) Federal Award Date: March 27, 2020
- e) Period of Grant Performance, Start and End Date: September 10, 2020 December 30, 2020

- g) Amount of Funds Awarded: \$178,004 (hereinafter, "Awarded Funds").
- h) Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information

for Awarding Official of the Pass-Through Entity:

Federal Awarding Agency:

#### **United States Department of Treasury**

Pass-Through Entity:

#### **Pinellas Community Foundation**

Contact Information for Awarding Official of the Pass-Through Entity:

Duggan Cooley, CEO, Pinellas Community Foundation

17755 US Highway 19 N, Suite 150

#### Clearwater, FL 33764

i) CFDA Number and Name

CFDA Number (at time of disbursement): 21.019

CFDA Name: Coronavirus Relief Fund (CRF)

j) Indirect Cost Rate for GRANTEE portion of the Federal Award: 0% - all costs
must be direct costs

#### 2. <u>Scope of Services</u>:

The **GRANTEE** as a **DSO** of **USF**, will be supported by various **USF** services and programs in furtherance of its administration of shall administer the Pinellas CARES Critical Service expansion Program funds awarded from the **AGENCY** consistent with the purpose identified in the **GRANTEE's** application for award of funds (attached as Appendix 4) and which are consistent with the purpose of mitigating COVID-19 related

impacts within the community, including food insecurity, housing insecurity and or behavioral health access for COVID-19 affected residents.

- a) GRANTEE, through USF shall administer funding in an amount up to one hundred seventy-eight thousand, four dollars and 00/100 cents (\$178,004.00) for expanded local services.
- b) **GRANTEE** and **USF** agree that **AGENCY** is not providing funding for clinical mental health services. The nature of the services funded through this Agreement are related to the social-emotional health of young children and to parent-child relationships within the family system. Infant mental health is traditionally supportive and preventative work providing family strengthening supports that are not clinical in nature.
- c) **GRANTEE**, through **USF** agrees to monitor and deliver these funds pursuant to the following requirements:
  - i. Compliance with all rules and guidelines of the CARES Act including certifications and/or attestations of compliance where appropriate.
  - ii. Compliance with Appendix 1 CARES Act Guidance and Requirements.
  - iii. Compliance with Appendix 2 Attestation.
  - iv. Basic weekly reporting of service numbers by type of service and expanded monthly reporting of services, trends, expenditures, and other programmatic information.
  - v. Maintenance of service level information as appropriate for reporting upon request by the **AGENCY**, including services provided, outcomes and accounting of expenditures.

- vi. **GRANTEE** understands and agrees that it may be required to adapt and/or respond during hurricane-related emergencies to help meet expanded needs and challenges of COVID-19.
- vii. **GRANTEE** understands that priority service areas may be adjusted by written notice of the **AGENCY**.

#### 3. <u>Term of Agreement.</u>

The services of the **GRANTEE** shall commence upon execution and the agreement shall expire on December 30, 2020. The expiration date of this Agreement may be extended, by mutual agreement of the parties in writing. This option shall be exercised only if all terms and conditions remain the same.

#### 4. Compensation.

a) The **AGENCY** agrees to provide **GRANTEE** an amount not to exceed one hundred seventy-eight thousand, four dollars and 00/100 cents (\$178,004.00) as an award of the Pinellas CARES Nonprofit Partnership Fund for the services described in Section 2 of this Agreement.

b) **GRANTEE** shall maintain a Program and Budget Plan (Appendix 4) describing the programming provided through this funding and the anticipated direct costs, as approved by **AGENCY**. Requests to change the Program and Budget Plan that do not result in an increase in funding or change the purpose of this Agreement, may be submitted by the **GRANTEE** to the **AGENCY** without the need to amend this Agreement. **GRANTEE** shall provide requested changes to **AGENCY** in writing, and **AGENCY** will approve or deny such changes in writing.

c) The **AGENCY** shall determine which expenses in the Budget Plan (Appendix 4) may be paid as an advance to the **GRANTEE**, if any, and which expenses will be paid on a cost-reimbursement basis, with the **AGENCY** to submit invoices with supporting documentation to

justify the reimbursement of expenses. If any amount is paid as an advance payment to **GRANTEE**, the **GRANTEE** must provide sufficient documentation of usage of the funds for allowed purposes under this agreement in order to receive any future payments.

Any funds expended in violation of this Agreement or in violation of appropriate
Federal, State, and AGENCY requirements shall be refunded in full to the AGENCY. If this
Agreement is still in force, future payments shall be withheld by the AGENCY.

#### 5. <u>Performance Measures.</u>

The **GRANTEE** agrees to submit weekly reports on awards to **AGENCY** including name of **GRANTEE**, purpose of award, amount of award, and service numbers, as well as monthly expanded reports that demonstrate services delivered and service trends, and outcomes to **AGENCY**. The **AGENCY** reserves the right to request additional data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This report shall be submitted to the **AGENCY** weekly or monthly, as defined and never later than five (5) business days if specifically requested by **AGENCY**. The report formats shall be prescribed and provided by the **AGENCY**.

#### 6. Data Sharing.

The **GRANTEE** agrees to share data with the **AGENCY** as necessary for service validation, trend review, and performance monitoring.

#### 7. Insurance.

**GRANTEE** will be required to maintain appropriate insurance to cover the Services funded for this Agreement, , which may be satisfied through the various insurance programs of **USF**. Before providing any funds under this Agreement, **AGENCY** will require that **GRANTEE** provide it with proof of insurance covering the Services funded and with policy limits and deductible deemed appropriate by **AGENCY**. Whether **GRANTEE** has acceptable insurance coverage with appropriate limits and deductible is within the sole discretion of the **AGENCY**. Said insurance must remain in full force and effect during the term of this Agreement and may be not changed without written approval of **AGENCY**. Failure to maintain the insurance approved by **AGENCY** or any changes to the approved insurance without approval of **AGENCY** will result in termination of this Agreement.

#### 8. Monitoring.

**GRANTEE** will work with **AGENCY** to meet the requirements of 2 C.F.R. § 200.328 (Monitoring and reporting program performance). **GRANTEE'S** obligations may be satisfied with the oversight of **USF**. This may include, but is not limited to, the following:

a) The monitoring requirements set forth in Appendix 3 – Minimum Monitoring Requirements.

b) **GRANTEE** will work with the **AGENCY** to establish policies and procedures as required.

c) **GRANTEE** will cooperate in site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.

d) **GRANTEE** will submit other reports and information in such formats and at such times as may be prescribed by the **AGENCY**.

e) All monitoring reports will be as detailed as may be reasonably requested by the **GRANTEE** and will be deemed incomplete if not satisfactory to the **AGENCY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **AGENCY**.

#### 9. Special Situations.

**GRANTEE** agrees to inform **AGENCY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY'S** or **GRANTEE'S** ability to protect and serve its participants, or other significant effect on the **AGENCY** or **GRANTEE**. Incidents shall be reported to the designated **AGENCY** contact below by phone or email only. Incident report information shall not include any identifying information of the participant.

#### 10. <u>Amendment/Modification.</u>

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties.

#### 11. Closeout

a) Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities). **GRANTEE** will utilize **USF** to support its efforts to satisfy this Section a), reporting requirements and subrecipient monitoring.

b) This Agreement will not terminate, unless terminated as provided in Section 11, until Closeout is completed consistent with requirements detailed in the Appendices attached hereto, and to the satisfaction of the **AGENCY**. Such requirements shall include but are not limited

to submitting final reports and providing program deliverables and closeout information as requested by **AGENCY**, and/or the US Treasury Department or its authorized representatives, and reconciliation of program funding.

c) All invoices and requests for reimbursement shall be submitted within 30 days following the end of the project and budget period.

d) All un-spent funds must be reimbursed to the **AGENCY** by the **GRANTEE** by January 31, 2021.

e) This provision shall survive the expiration or termination of this Agreement.

#### 12. Termination.

a) If the **GRANTEE** fails to fulfill or abide by any of the provisions of this Agreement, **GRANTEE** shall be considered in material breach of the Agreement. Where a material breach can be corrected, **GRANTEE** shall be given thirty (30) days to cure said breach. If **GRANTEE** fails to cure, or if the breach is of the nature that the harm caused cannot be undone, **AGENCY** may immediately terminate this Agreement, with cause, upon notice in writing to the **GRANTEE**.

b) In the event the **GRANTEE** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **GRANTEE** must repay such amount to the **AGENCY** and may in the **AGENCY'S** sole discretion, be deemed to have waived the right to additional funds under this Agreement.

c) In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **AGENCY** shall notify the **GRANTEE** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **AGENCY**.

d) The **AGENCY** or the United States Department of Treasury may terminate this agreement in accordance with 2 C.F.R. § 200.339 (Termination).

#### 13. Assignment/Subcontracting.

a) This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

b) The **GRANTEE** is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. While the **GRANTEE** may satisfy its obligations through the services and support of **USF**, the **GRANTEE** shall not otherwise subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the **AGENCY**, without the prior written consent of the **AGENCY**, which shall be determined by the **AGENCY** in its sole discretion.

#### 14. Responsibility for its Actions.

The **GRANTEE** agrees to be solely responsible for all claims made against it arising out of the services reimbursed by this Agreement to the fullest extent permitted by law.

#### 15. Business Practices.

a) The **GRANTEE**, through **USF** must utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of the funds provided by the **AGENCY**.

- b) The **GRANTEE**, or **USF** must retain all records (programmatic, property, personnel, and financial) relating to this Agreement for five (5) years after final payment is made.
- c) All **GRANTEE** records relating to this Agreement are subject to audit by the federal government or its representatives, or the **AGENCY** and its representatives.

#### 16. Nondiscrimination.

a) The **GRANTEE** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

b) The **GRANTEE** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

c) The **GRANTEE** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

#### 17. Independent Contractor.

It is expressly understood and agreed by the parties that **GRANTEE** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **AGENCY**. No agent, employee, or servant of the **GRANTEE** shall be, or shall be deemed to be, the agent or servant of the **AGENCY**. None of the benefits provided by the **AGENCY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **AGENCY** to the employees, agents, or

#### servants of the **GRANTEE**

#### 18. Additional Funding.

Funds from this Agreement may not be used as the matching portion for any federal grant except in the manner provided by Federal and State law and applicable Federal and State rules and regulations. The **GRANTEE** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **GRANTEE** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **AGENCY**.

#### 19. Governing Law.

The laws of the State of Florida shall govern this Agreement.

#### 20. Conformity to the Law.

The **GRANTEE** and **AGENCY** shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder, including but not limited to section 601(a) of the Social Security Act as added by section 5001 of the CARES Act and regulations applicable thereto.

#### 21. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

#### 22. Agreement Management.

Pinellas Community Foundation designates the following person(s) as the liaison for the

#### **AGENCY:**

Duggan Cooley, CEO Pinellas Community Foundation 17755 US Highway 19 North, Suite 150 Clearwater FL 33764 727-531-0058

**GRANTEE** designates the following person(s) as the liaison for the **GRANTEE**:

Keith Anderson, Assistant Vice President for Research University of South Florida Research Foundation, Inc. 4019 East Fowler Avenue Suite 100 Tampa, FL 33617-2005 813-974-1914

#### SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on

the day and year written below.

Pinellas Community Foundation

By: 528C89A7304941D

Duggan Cooley CEO

Date: 11/13/2020

GRANTEE: University of South Florida Research

Foundation, Inc.

By: Paul Sarberz

Dr. Paul Sanberg, President

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

#### ACKNOWLEGED: USF: University of South Florida

Board of Trustees

DocuSigned by: By: Juch tem 0 A ED 200660 E 4 2

Eric Kern, Director University of South Florida Sponsored Research

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY 1

Frederic Skinner ATTORNEY - University of South Florida

#### **Schedule of Appendices**

- Appendix 1 CARES Act Guidance and Requirements
- Appendix 2 Attestation
- Appendix 3 Minimum Monitoring Requirements
- Appendix 4 Narrative of Program Funded (including budget plan)

## Appendix 1 - CARES Act Guidance and Requirements

- Coronavirus Relief Fund, Guidance for State, Territorial, Local, and Tribal Governments

- Coronavirus Relief Fund Frequently Asked Questions

- Coronavirus Relief Fund Reporting and Record Retention Requirements

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020

#### Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020<sup>1</sup>

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

- 1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
- 2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- 3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>2</sup>

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

#### Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

#### Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

<sup>&</sup>lt;sup>1</sup> This version updates the guidance provided under "Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020".

<sup>&</sup>lt;sup>2</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

#### Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the "covered period"). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID–19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient's usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery or services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

#### Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

- 1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
- 2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
- 3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
- 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

#### Nonexclusive examples of ineligible expenditures<sup>3</sup>

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

- 1. Expenses for the State share of Medicaid.<sup>4</sup>
- 2. Damages covered by insurance.
- 3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- 4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- 5. Reimbursement to donors for donated items or services.
- 6. Workforce bonuses other than hazard pay or overtime.
- 7. Severance pay.
- 8. Legal settlements.

<sup>&</sup>lt;sup>3</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>&</sup>lt;sup>4</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020

#### Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").<sup>1</sup> Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

#### **Eligible Expenditures**

#### Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

# The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

## The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

<sup>&</sup>lt;sup>1</sup> The Guidance is available at <u>https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf</u>.

#### May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

## May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

## Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

## Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

## Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

#### Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

## Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

## The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

## In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

#### If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

## May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

#### May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

#### Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

#### To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

## May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

### May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

## Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

#### May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

## May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

## May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

# The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

# The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

## May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

## May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

### Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

## The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

## The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

## May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

## Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

## Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

#### May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

## If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

## May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

#### Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

## May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

## May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

#### May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government section 601(d) of the Social Security Act.

#### May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

#### May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

## Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

## May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

## May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

## May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

# The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

## May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

#### **Questions Related to Administration of Fund Payments**

#### Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

#### What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

#### May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

#### May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

### What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

#### Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

#### Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

#### Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

#### Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

## If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

### Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

#### If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

### Coronavirus Relief Fund Reporting and Record Retention Requirements July 2, 2020



OFFICE OF INSPECTOR GENERAL DEPARTMENT OF THE TREASURY WASHINGTON, D.C. 20220

July 2, 2020

OIG-CA-20-021

MEMORANDUM FOR	CORONAVIRUS RELIEF FUND RECIPIENTS
FROM:	Richard K. Delmar /s/ Deputy Inspector General
SUBJECT:	Coronavirus Relief Fund Reporting and Record Retention Requirements

Title VI of the Social Security Act, as amended by Title V of Division A of the *Coronavirus Aid, Relief, and Economic Security Act* (Public Law 115-136), provides that the Department of the Treasury (Treasury) Office of Inspector General (OIG) is responsible for monitoring and oversight of the receipt, disbursement, and use of Coronavirus Relief Fund payments. Treasury OIG also has authority to recover funds in the event that it is determined a recipient of a Coronavirus Relief Fund payment failed to comply with requirements of subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). Accordingly, we are providing recipient reporting and record retention requirements that are essential for the exercise of these responsibilities, including our conduct of audits and investigations.

#### **Reporting Requirements and Timelines**

Each prime recipient of Coronavirus Relief Fund payments<sup>1</sup> shall report Coronavirus Disease 2019 (COVID-19) related "costs incurred" during the "covered period"<sup>2</sup> (the period beginning on March 1, 2020 and ending on December 30, 2020), in the manner of and according to the timelines outlined in this memorandum. As described below, each prime recipient shall report interim and quarterly data and other recipient data according to these requirements. Treasury OIG is working on development of a portal with GrantSolutions<sup>3</sup> that is expected to be operational on

<sup>&</sup>lt;sup>1</sup> Prime recipients include all 50 States, Units of Local Governments, the District of Columbia, U.S. Territories, and Tribal Governments that received a direct payment from Treasury in accordance with Title V.

<sup>&</sup>lt;sup>2</sup> Refer to Treasury's guidance dated June 30, 2020 for more information on costs incurred and the covered period.

<sup>&</sup>lt;sup>3</sup> A grant management service provider under the U.S. Department of Health and Human Services.

September 1, 2020, for recipients to report data on a quarterly basis. Until the GrantSolutions portal is operational, each prime recipient shall follow the interim reporting requirements. Treasury OIG will notify each prime recipient when GrantSolutions is operational or of any changes to the expected September 1, 2020 start date.

# Interim Reporting for the period March 1 through June 30, 2020

**By no later than July 17, 2020**, each prime recipient is responsible for reporting costs incurred during the period March 1 through June 30, 2020. For this interim report, prime recipients need only report totals by the following broad categories:

- a. Amount transferred to other governments;
- b. Amount spent on payroll for public health and safety employees;
- c. Amount spent on budgeted personnel and services diverted to a substantially different use;
- d. Amount spent to improve telework capabilities of public employees;
- e. Amount spent on medical expenses;
- f. Amount spent on public health expenses;
- g. Amount spent to facilitate distance learning;
- h. Amount spent providing economic support;
- i. Amount spent on expenses associated with the issuance of tax anticipation notes; and
- j. Amount spent on items not listed above.

Recipients should consult Treasury's guidance and Frequently Asked Questions in reporting costs incurred during the period March 1 through June 30, 2020. The total of all categories must equal the total of all costs incurred during that period. A spreadsheet is attached for your use in providing the data. As discussed below, the prime recipient will be required to report information for the period March 1 through June 30, 2020 into GrantSolutions once it is operational.

## Quarterly Reporting

Each prime recipient of Coronavirus Relief Fund payments shall report COVID-19 related costs into the GrantSolutions portal. Data required to be reported includes, but is not limited to, the following:

- the total amount of payments from the Coronavirus Relief Fund received from Treasury;
- the amount of funds received that were expended or obligated for each project or activity;
- 3. a detailed list of all projects or activities for which funds were expended or obligated, including:
  - a. the name of the project or activity;
  - b. a description of the project or activity; and

4. detailed information on any loans issued; contracts and grants awarded; transfers made to other government entities; and direct payments made by the recipient that are greater than \$50,000.

The prime recipient is responsible for reporting into the GrantSolutions portal information on uses of Coronavirus Relief Fund payments.

**Recipient Portal Access:** For future quarterly reporting, each prime recipient will have GrantSolutions portal access for three (3) individuals: two (2) designees (preparers) to input quarterly data and one (1) official authorized to certify that the data is true, accurate, and complete.<sup>4</sup> **By no later than July 17, 2020**, please provide the name, title, email address, phone number, and postal address of these individuals so that portal access can be granted. After this information is received, guidance on the GrantSolutions portal access and data submission instructions will be issued separately.

# Reporting timeline

**By no later than September 21, 2020,** recipients shall submit via the portal the first detailed quarterly report, which shall cover the period March 1 through June 30, 2020. Thereafter, quarterly reporting will be due no later than 10 days after each calendar quarter. For example, the period July 1 through September 30, 2020, must be reported no later than October 13, 2020 (Tuesday after the 10<sup>th</sup> day of October and the Columbus Day Holiday). Reporting shall end with either the calendar quarter after the COVID-19 related costs and expenditures have been liquidated and paid or the calendar quarter ending September 30, 2021, whichever comes first.

# **Record Retention Requirements**

Recipients of Coronavirus Relief Fund payments shall maintain and make available to the Treasury OIG upon request <u>all documents and financial records</u> sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides:

(d) USE OF FUNDS.—A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—

- 1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
- 2. were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and

<sup>&</sup>lt;sup>4</sup> The certifying official is an authorized representative of the recipient organization with the legal authority to give assurances, make commitments, enter into contracts, and execute such documents on behalf of the recipient.

3. were incurred<sup>5</sup> during the period that begins on March 1, 2020, and ends on December 30, 2020.

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

- general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
- 2. budget records for 2019 and 2020;
- payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
- 4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
- 5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
- grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
- all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
- 8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- 9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
- 10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

Thank you and we appreciate your assistance.

<sup>&</sup>lt;sup>5</sup> Refer to Treasury's guidance dated June 30, 2020 for more information on the definition of costs incurred.

# Appendix 2 - Attestation

# ATTESTATION

I,	, am the Titl	le:	of Name of			
Organ	nization:	, and I certify that:				
1.	I have the authority on behalf of(Organization) to sign this Attestation.					
2.	I understand that the Pinellas Community Foundation will rely on this attestation as a material representation in making a direct payment to this Organization.					
3.	expenditures of this grant are appropriate and al services related COVID-19 impacts to residents 1, 2020, do not supplant existing services or buc alternate means.	and/or the community on or a	sal, are for fter March			
4.	(Organization) attests it will only expend funds from this grant which are appropriate and aligned with the awarded proposal, are for services related COVID-19 impacts to residents and/or the community on or after March 1, 2020, and do not supplant existing services or budgets, and are not reimbursable by alternate means.					
By:	(Printed	d Name)				
Signat	ature:					
Title:	:					
Date:	:					

# **APPENDIX 3 – Minimum Monitoring Requirements**

- 1. Mandatory training provided by PCF at onset of grant re: fiscal and accountability
- 2. Advanced funds or reimbursement-based payments
- 3. Monthly report showing all invoice support, including detail timesheets and paystub with allocation between payroll supporting this grant and others
- 4. For advanced funds, current balance remaining
- 5. Obtain close-out report from grantee and reconcile to internal records

Appendix 4 – Application for Funding (including budget plan)

### Scope of Work

The USF Family Study Center will be serving the entire Pinellas County community in a variety of ways. We will continue to place emphasis on serving our community and neighborhoods that are traditionally underserved. Including the zip codes of: 33705, 33711, 33712, 33755, 33756, 34689, 33760 33709, 33713, 33714, & 33781.

All new services are geared to stimulate parental attentiveness to infant and early childhood development, relationship-based infant mental health supports, and acknowledging the enduring stressors impacting parents lives during this period of pandemic. Most parents served by this initiative will access supports through one-time or multi-touch virtual contacts. Parents and caregivers will infant, toddlers and young children will have many ports of entry to supports including direct agency contact, phone hotline, webinars, parent training opportunities, and parent connection and discussion forums which include both structured and unstructured parent support and information platforms.

Parents who indicate a child under 5 at home on Pinellas County Urban League (PCUL) intake and express interest will receive live or virtual follow-through from a culturally matched professional. Staff will check in about parenting, share family-friendly materials on exploration, play, floor time, reading, fussy babies, sleep issues, and behavioral challenges. If parents desire more she will connect them to other infant mental health supports and program components.

Options created for this initiative include: "New Parent Support Hotline" to help with parents and caregivers one-time concerns about infants'/toddlers emotional needs and challenges and whatever else feels overwhelming to families during this stressful time. PCUL will also offer virtual Parent Cafes explicitly for Black parents. These Parent Cafés offer opportunities for families to come together, discuss the ups and downs of life and parenting and give or seek support from one another. In partnerships with the PCUL we will be making an impact on our community by reaching parents and caregivers with information that they are interested in and will support them during the stressors related to COVID.

Baby Talk Academy (BTA) is a parenting education course especially adapted to support parents and caregivers during the COVID crisis. BTA was designed to provide information and support to parents of infants and toddlers about how to provide the nurturing, structure and guidance to support their children to develop:

- Fostering strong parent-child relationships
- Supporting children's optimum development
- Enhancing school readiness skills
- Strengthening children, families and community

Baby Talk Academy Topics:

• Virtual Session #1- The Importance of Infancy, Toddlerhood and Early Childhood

- Virtual Session #2- Child Directed Play and Observation
- Virtual Session #3- Social-Emotional Coaching and Relationship Based Caregiving
- Virtual Session #4- Praise and Reinforcement
- Virtual Session #5- Coparenting, Communication, and Parenting Style
- Virtual Session #6- Discipline, Routines and Limit Setting

The Baby Hours are opportunities to commune with parents and caregivers live for an hour, with upcoming sessions on infants and toddlers designed for all -- and a few sessions for special audiences (including Baby Hour in Spanish). Baby Hours provide information, support and connection to parents and caregivers wanting new ways to revive their parenting during COVID. Parents will have the opportunity to reach out to other parents who are meeting the challenge of parenting during this time. The Baby Hours will be offered to families during both daytime and evening hours and will be centered around the topics below:

### THE BABY HOURS:

The Baby Hour Introductory Webinar: Supporting Parents and Caregivers During COVID The Baby Hour- Parent Cafes': Parents to Parents The Baby Hour- Celebrating Babies: Little People with Big Feelings The Baby Hour- El Horario de Bebes (En Espanol) The Baby Hour- Real Talk for Dads The Baby Hour- Toddler Adventures: Moving Fast and Fun

#### **Pinellas Community Foundation**

### Pinellas CARES Nonprofit Partnership Fund Grant Application

Organization Name: \_Family Studies Center, University of South Florida\_\_\_\_\_

Project Name: Attending to Infant-Family Mental Health during COVID-19 in Pinellas County FROM (date): \_\_8/11/2020\_\_\_\_\_ TO (date): \_12/30/2020\_\_\_\_\_

Budget Category/Line Item	Prog	am Budget - Total	Pin	ellas CARES Grant
Personnel (salaries, wages, benefits, payroll taxes, time allocation on the project for all personnel involved in program)	\$	991,335	\$	115,504
Equipment (computers, furniture, etc., less than \$3,000 per item)	\$	, 	\$	-
Supplies (office materials, program related purchases, program necessities to deliver services, etc.)	\$	40,600	\$	4,500
Occupancy (property rent, mortgage, utilities, telephone, internet, etc. assigned as program expenses)	\$	27,260	\$	-
Local Travel (mileage, tolls, parking for regular local travel, rental/leasing cost of transportation)	\$	10,500	\$	-
Training (staff development, conferences, long distance travel)	\$	10,250	\$	-
Design, Printing, Marketing & Postage (for direct program related services only)	\$	_	\$	14,000
Capital (Buildings, vehicles, equipment \$3,000 or more per item. The purchase of capital must represent the lower cost option for the period during which the purchased asset would be used for COVID-response activities)	\$	_	\$	-
Purchased Services (consultants, legal, accounting services, logistical partner costs, technology enhancements, computer software licensing/agreements)	\$	15,000	\$	44,000
Indirect Costs	\$	193,444	\$	-
ΤΟΤΑΙ	\$	1,288,389	\$	178,004

# Pinellas Community Foundation PCF CARES Application **BUDGET NARRATIVE FORM**

# <u>This narrative is to explain the costs in the Pinellas CARES Grant Column of the Budget</u> <u>Summary</u>

Organization Name: Family Study Center, University of South Florida Project Name: Attending to Infant-Family Mental Health during COVID-19 in Pinellas County FROM (month/year): 9/14/2020 TO (month/year): 12/31/2020

Personnel (salaries, wages, benefits, payroll taxes, time allocation, and a brief description of the responsibilities on the project for all personnel involved in program)

**\$115,507** is sought to support Family Study Center personnel costs for this infant-family mental health during COVID initiative from September through December. The funding sought will allow FSC staff to expand efforts to undertake the new sets of programs detailed in this proposal. FSC staff effort relies on external grant support as university funding does not support permanent salaries. The full-time COVID-related programming detailed in this proposal is unbudgeted for this fiscal year and the effort of FSC staff to complete the proposed new work reflect costs that would not have been incurred if not for COVID-19. Dedicated effort to the range of new infant-family mental health programming to be guided and implemented by FSC staff will be dependent on the accessibility of these dedicated funds to back those efforts. None of the COVID-relevant work that would be undertaken from September to December is presently budgeted into existing USF 2020-21 funding.

No September-December 2020 funding sought for Director (Dr. James McHale)

If program is funded Dr. McHale's effort will be supported in-kind by university funding from September through December. He will provide senior oversight, research integrity assurance and compliance, and facilitation of all aspects of the work.

\$26,973 in September-December 2020 funding sought for Assistant Director (Dr. Lisa Negrini)

The grant will fund Dr. Negrini at 75% effort to collaborate with the Director and Assistant Program Director on new COVID-relevant content development and help lead all new COVID programming. She will be accountable officer for dispensing and reconciling initiative-specific funds, completing progress reports and attending meetings on behalf of initiative, hiring, and supervising new personnel including those manning the New Parent Hotline. She will have primary responsibility for revising Baby Talk Academy (BTA) curriculum to add additional facilitated discussions around parental fears/concerns (emotional, financial, health/ safety, etc.) while caring for young children during COVID, run and supervise other staff responsible for BTA offerings, insuring HIPPA compliance with remote delivery, help develop content for and supervise conduct of new virtual projects involving Infant-Family Center staff. Institutional base salary (IBS) \$107,893 (12 month base salary \$87,893 + Administrative stipend over 12 months \$20,000) 75% effort over four months = 25% of \$107,893 = \$26,973.

No September-December 2020 funding sought for Assistant Program Director (Dr. LaDonna Butler)

Though her effort will not be funded specifically by dollars from this project, Dr. Butler (who provides primary oversight for an externally-funded FSC project focused on COVID, racial equity and professional development) meets with FSC team members weekly to coordinate on the COVID-racial equity project and to assure regular community input and involvement to help strengthen coherence among all relevant projects.

# \$11,508 in September-December 2020 funding sought for Program Planner/Analyst (Ebony Miller- Sept-Oct \$5,814, Yana Sorkin Oct-Dec \$5,694)

The grant will fund Ms. Miller at 100% effort from September through December. She will monitor and report internally weekly on program performance including liaising weekly with PCUL to monitor families served and infant mental health services rendered. She will be responsible for production and oversight of new website content and new PSA planning and for assisting with finalization, reproduction, and dissemination of relevant new COVID-relevant materials for new projects. She will also be responsible to advertising all programming and liaising with early learning collaborators to recruit and onboard parents and caregivers into BTA groups and live virtual sessions (including handling parent inquiries and follow up contacts by phone/virtually to schedule, give program details, and register all who express interest), and contribute to facilitating, planning and hosting COVID-relevant virtual groups. Ebony Miller's IBS is  $69,765 \times .083 = 55,814$ , IBS  $56,942 \times .1 = 55,694$ .

\$11,677 in September-December 2020 funding sought for Data Manager (Sue Girling, Sept. Oct and Maureen Griner Oct-Dec.)

The grant will fund Ms. Girling at 100% effort from September through October. She will be primarily responsible for the set up of the project data management system, liaise as appropriate with supervisors and funder on evaluations and evaluation metrics, meet weekly with Program Planner/Analyst to insure correct collection and timely entry of all PRE and POST data, and support Assistant Director by generating data reports and providing analytics for monthly reports. She will provide technical, research integrity and compliance support for all virtual series, serve as the accountable staffer initiating, monitoring, and insuring full USF IRB clearance for all staff on all new human subjects projects, liaise with appropriate offices internally at USF to plan and insure participant confidentiality and other protections, file adverse event reports, if ever necessary, serve as principal point of contact for USF research and data audits, and insure that confidentiality requirements for all COVID programming data gathered for evaluation and reporting purposes continue to be monitored and met. IBS \$62,118 x .083 = \$5,177, IBD 52,000 x .125= \$6,500.

\$12,783 in September-December 2020 funding sought for Project Assistant (Serina Lewis) The grant will fund Ms. Lewis at 100% effort from September through December. She will assist with all project-related contracting, purchasing, liaising with USF legal, budget and HR offices in completion of all required clearances, accountability processes, mandated forms and assurances. She will support all subcontracts, initiate purchase of and work with Assistant Director on monitoring and dispensing of gift certificates to families for completion of Parent Cafes and Baby Talk Academy workshops, assist Program Planner/Analyst on virtual group planning. IBS  $38,350 \times .333 = 12,783$ .

\$5,760 in October 22-December 2020 funding sought for veteran FIOC staff members (Florence Guillet, Chris Davis, Rashid Mizell) The grant will fund these 3 staffers at 25% effort (10 hours/week) from September through December to assist in planning, assessment and conduct of

up to 5 virtual Baby Talk Academy (6 session) sequences and/or for fatherhood session planning and virtual delivery. \$20 hr x10 hrs wk x 9 weeks

\$13,920 in November-December 2020 funding sought for 4 OPS staffers to cover New Parent Hotline calls. \$20 x 29 hr wk x 4 staff x 6 weeks= \$13,920.

Training for hotline operators development and presentation by Kayla Nembhard and additional support to program once implemented. IBS  $$51786 \times .083 = $4,314$ 

Funds of \$28,569 are requested for fringe benefits. Full time staff are charged 18% of salary plus the prorated direct cost of health benefits. Part time hourly staff have a rate of 1.6%.

Equipment (computers, phone, furniture, etc., less than \$3,000 per item) None requested; In-Kind match

Supplies (office materials, program related purchases, program necessities to deliver services, etc.)

Marketing materials - \$1,500 for materials for 0-3, \$1,500 for Alliance for infant mental health, \$1,500, \$1,500 Florida association for infant mental health. information and parent handouts on infant mental health.

Occupancy None requested;

Local Travel (mileage, tolls, parking for regular local travel, rental/leasing cost of transportation) None requested; travel is not anticipated given virtual service provision

Design, Printing, Marketing & Postage (for direct program related services only) **\$4000** is requested for collaboration with Community Development and Training Center (CDAT) on production of COVID programming-relevant infographics and marketing/social media dissemination. CDAT will lead a marketing campaign to reach potential participants for the Family Study Center's COVID-related infant-family mental health initiative. The campaign will heighten parent awareness in St. Petersburg and throughout Pinellas.

The scope will include the following:

 $\cdot$  CDAT' will produce creative content including graphic designs (infographics, memes, and advertisements) and market these materials broadly through print, digital, social media and other means, as outlined in the detailed LOC.

Ryan Carpenter \$10K social media consultant, for marketing, social media and advertising over eight weeks

Capital (buildings, vehicles, equipment \$5,000 or more per item. The purchase of capital must represent the lower cost option for the period during which the purchased asset would be used for COVID-response activities)

None requested

Purchased Services (consultants, legal, accounting services, logistical partner costs, technology enhancements, computer software licensing/agreements)

### Pinellas County Urban League (Subcontract)

**\$24,000** is requested for the Urban League. Because families during these times are all navigating competing priorities and crises, partnering with trusted community stakeholders and implementing a neighbor-to-neighbor strategy to identify and engage individuals presenting as in need will promote greater access to culturally relevant supports. These subcontracted funds will support staff (calculated at \$20 per hour of dedicated infant-family mental health promotion contact time) in service to a minimum of 100 parents/caregivers of infants and young children between September and December for carrying out the following family support functions: <u>\$2,400 (10 hours weekly/12 weeks) Targeted Outreach and Engagement</u> – By virtue of their provision of direct concrete supports, PCUL will be positioned to aide in outreach, engagement and mitigation of crisis related stress, and to introduce parents and caregivers to the accessibility of community-based Baby Champions/Parent-Peers. Time spent by PCUL-contracted staff querying clients at heightened risk (200/week) about presence of infants/toddlers at home, introducing the notion of special attention to babies, and beginning "narratives of ethnic/racial identity and pride, with cultural orientation work an protective factor (Lewis, 2017). They will provide warm handoffs to Behavioral Health Counselors.

<u>\$9,600 (40 hours/weekly for 12 weeks – In-Person or Virtual Behavioral Health Friendly Baby</u> <u>Support Visits</u> – Weekly or Bi-Weekly consultations to strengthen the caregivers/baby bond. PCUL-contracted community Behavioral Health Champions (BHC) encourage parents' positive sense of supportive connection to community and their babies. "Parents will learn skills of active listening, emotion recognition, stress management, and strengths-based feedback from community-peers, behavioral health consultants and parent-peers" (Lewis, 2017). BHC staff will connect interested families with Parent Cafes. They will also liaise weekly with the FSC Program Planner/Analyst when parents or caregivers express interest in live virtual sessions or BTA, and for reporting behavioral health contacts. They will connect directly with the FSC's Assistant Director to consult and refer families experiencing more substantive and acute clinical concerns to the Infant-Family Center team.

\$2,400 (10 hours weekly/12 weeks) for planning/conducting/evaluating/processing/reporting out on virtual Parent-Café's – Parent Café's provide a healthful and informal "safe space" to discuss the strengths and strategies of parenting during COVID-19. These café's will be offered to a minimum of 25 parents and caregivers, embedding core elements of "touch, talk and listen" to empower parents to attend to their babies needs in addition to their own mental health during this heightened time of stress. Parent-Café's will be held weekly, offering individuals an opportunity to "drop-in" or consistently engage as their needs dictate.

<u>\$9,600 (40 hours weekly/12 weeks) for efforts of Parent-Peers</u> who will support this initiative by engaging and providing concrete supports to parents in 100 families in their time of need. These parent-peers will be available to provide place-based concrete support services and empathic listening, while supporting families in navigating moments of intense stress. Parent-peers also help to mentor and model relationship-based care strategies and adaptive coping skills. Center for Natural Connections

**\$20,000** is budgeted to contract with the Center for Natural Connections (CNC) to build community capacity in the delivery of programming for parents to connect with their children, culture and community. Relationship-building that can occur during these interactions - specifically, verbal interaction, warm physical touch, and responsiveness to infant and toddler cues (talk, touch and listen) are the very factors that build secure attachment relationships (Lewis, 1999, 2015). The Center for Natural Connections (CNC) will:

Provide weekly training for one month for individuals working specifically with African American parents who will be served during the 4-month project period. The series of trainings on *Parent Cafés & Miranda's Green Hair Puppet Shows* will involve providers and staff from USF St. Petersburg's Family Study Center together with community providers contracted through an Urban League subcontract. Training will equip providers with new tested methods that complement existing assessment and intervention services already offered and address the legacy Colorism from the historical trauma of slavery, and parental acceptance or rejection of children.

Dr. Lewis will follow these trainings with a one-hour live webinar for community parents modeled on the Parent Café method.

The CNC will also provide culturally informed reflective supervision process and assist with relevant research.

*Supervision*: Bi-weekly supervision sessions will be held during the months of October and November commencing when project personnel begin offering the Parent Cafes.

*Research*: Pre and post on-line evaluations will be designed and completed prior to and the Parent Café groups to assess change in parental attitudes and beliefs about their attachment relationship.

Allocations of Funds.

Lead Consultant – Marva L. Lewis, PhD \$ 10,000 (50 hours @ \$200/hr)

Dr. Marva Lewis is a professor of social work for over a decade has conducted focus groups and surveys to develop and refine the Parent Cafe & Talk, Touch & Listen curriculum. She will devote effort to training, webinar preparation and delivery, and reflective supervision.

Training Coordinator – Five hours @ week for 16 weeks x \$75 @ hour = \$6,000

Role: Dr. So'Nia Gilkey, a licensed clinical social worker will provide individual Coaching to those trained on the new methods. She will also assist in preparing material for the webinar presentation.

Research Assistant (TBA) 10 hours per week x 20 @ hour for 16 weeks = 3,200.

Duties: Under the supervision of Dr. Lewis, the RA will create and manage online surveys, code data from surveys, run analysis assess attitudinal change and learning.

Materials production: \$800 is budgeted for the creation of training videos and production and sharing of print curricula for those trained, along with hard copies of materials that can be shared with parents.

### MEMORANDUM OF UNDERSTANDING

by and between University of South Florida and University of South Florida Research Foundation

This Memorandum of Understanding ("Agreement") describes the relationship between the University of South Florida Board of Trustees, a public body corporate for the University of South Florida ("University") and the University of South Florida Research Foundation, Inc. ("Foundation") (Collectively, the "Parties" or individually, "Party"). It represents the intent of the Parties to collaborate in the administration of the CARES grant (the "Award") from the Pinellas Community Foundation ("Agency").

### **ARTICLE I**

### Scope of Work

In support of the Award, University agrees to the following:

- 1. University will ensure compliance with all rules and guidelines of the CARES Act including certifications and/or attestations of compliance where appropriate;
- 2. University with ensure compliance with CARES Act Guidance and Requirements attached to this Agreement as Attachment 1 and hereby incorporated by reference;
- 3. University will ensure compliance with the Attestation attached to this Agreement as Attachment 2 and hereby incorporated by reference;
- 4. University will provide to the Agency reports of service numbers by type of service on a weekly basis;
- 5. University will provide to the Agency reports of services, trends, expenditures, and other programmatic information on a monthly basis;
- 6. University will maintain service level information as appropriate for reporting upon by request by the Agency, including services provided outcomes and accounting of expenditures;
- 7. University will ensure that Foundation meets the requirements of 2 C.F.R. § 200.328 as required by the Agency;
- 8. University will ensure that Foundation meets the requirements of 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344 as required by the Agency; and,
- 9. University will assist Foundation in preparing and disseminating invoices to Agency.

### **ARTICLE II**

### Period of Agreement

The Agreement will become effective upon signature by the Parties and be in force up to and including December 30, 2020 ("End Date").

### **ARTICLE III**

### Termination of Agreement

Either University of Foundation may terminate the Agreement without cause by delivering written notice to the other party at least thirty (30) days prior to the date on which the termination is to be effective. If neither Party terminated the Agreement prior to the End Date as referenced in Article II, the Agreement will terminate on the End Date.

### ARTICLE IV Modification

The Parties may amend or modify the agreement by a written instrument executed by the duly authorized representatives of the Parties.

University of South Florida Research Foundation, Inc.

By:

Paul R. Sanberg, Ph.D., President 11/13/2020 Date:

University of South Florida Board of Trustees

By:

Eric M. Kern, Director 11/13/2020 Date:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Frederic Skinner ATTORNEY - University of South Florida

# **Appendix 2 - Attestation**

# ATTESTATION

I, <u>Eric M. Kern</u>, am the Title: <u>Director, Sponsored Research</u> of Name of Organization: <u>University of South Florida</u>, and I certify that:

- 1. I have the authority on behalf of <u>The University of South Florida</u> (Organization) to sign this Attestation.
- 2. I understand that the Pinellas Community Foundation will rely on this attestation as a material representation in making a direct payment to this Organization.
- 3. <u>The University of South Florida</u> (Organization) attests that proposed expenditures of this grant are appropriate and aligned with the awarded proposal, are for services related COVID-19 impacts to residents and/or the community on or after March 1, 2020, do not supplant existing services or budgets, and are not reimbursable by alternate means.
- 4. <u>The University of South Florida</u> (Organization) attests it will only expend funds from this grant which are appropriate and aligned with the awarded proposal, are for services related COVID-19 impacts to residents and/or the community on or after March 1, 2020, and do not supplant existing services or budgets, and are not reimbursable by alternate means.

By: _ Eric M. Kern	(Printed Name)
--------------------	----------------

Signature:

Title: Director, Sponsored Research

DocuSigned by

Date: <u>11/16/2020</u>