

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	0	_____	_____	_____	_____
External Revenues	(0)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund ___ Department ___ Unit ___ Object ___
 Rev No: Fund ___ Department ___ Unit ___ Rev Source ___

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this agenda item.

Departmental Fiscal Review: Stephanie Seimola

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Sherry Ann
 10/20/15
 OFMB
 10/26/15

Joe Jacobson 10/20/15
 Contract Administration
 10-26-15

B. Legal Sufficiency:

James Brub 10/26/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

SEP 17 2015

SART CTR/NORTH CTY

AMENDMENT #R1A1

This amendment, entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department" and Palm Beach County, a Political Subdivision of the State of Florida by and through its Board of Commissioners, hereinafter referred to as the "provider", amends contract #COH8Z.

The Department and the provider have agreed to amend this contract to incorporate specific units of service, minimum levels of performance and criteria, supportive documentation requirements, and deliverables that are quantifiable, measureable, and verifiable.

1. Attachment I is deleted in its entirety and replaced with the revised Attachment I, pages 7-R1A1 through page 15-R1A1, attached hereto.
2. This amendment shall begin on April 1, 2015, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this ten (10) page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: Palm Beach County, a Political Subdivision of the State of Florida by and through its Board of Commissioners

SIGNED BY: *Vince Bonvento*

NAME: Vince Bonvento

TITLE: Director of Public Safety

DATE: 7/9/15

FEDERAL ID NUMBER: VF59-6000785

APPROVED AS TO TERMS AND CONDITIONS

Micole Bishop
Signature

STATE OF FLORIDA
DEPARTMENT OF
HEALTH

SIGNED BY: *Shannon Hughes*

NAME: Shannon Hughes

TITLE: Interim Director,
Division of Community
Health Promotion

DATE: 7/20/15

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

James Bush
COUNTY ATTORNEY

Attachment # 1

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ATTACHMENT I

A. Services to be Provided:

1. Definitions of Terms

- a. **Advocacy and Accompaniment:** In-person personal support and/or assistance to rape victims and their families.
- b. **Confidential Referral System:** Method of communication with others who provide services or resources to primary or secondary victims of sexual violence in which information may not be disclosed unless authorized by the victim.
- c. **Contract Manager:** An individual designated by the Department to be responsible for the management of the contract.
- d. **Crisis Intervention/Counseling:** Crisis support and/or guidance provided to primary or secondary victims in-person or by telephone.
- e. **Department of Health Primary Prevention Assessment Survey (PPAS):** A survey sent to assess local efforts toward preventing sexual violence. The information helps plan for future reports and activities.
- f. **Department of Health Supplemental Resource Manual:** A manual that contains the required forms, such as progress notes, financial reporting and data collection forms, as well as other resource materials.
- g. **Florida Council Against Sexual Violence (FCASV):** The statewide agency that serves as a resource to the state on sexual violence issues. The agency's URL address is <http://www.fcasv.org>.
- h. **Information and Referral:** A response to requests or presenting need for information, referrals or assistance related to sexual violence, available and accessible 24 hours a day in person or by phone.
- i. **Primary Victim:** A resident or visitor of Florida, 12 years of age and older who is, or has been, the victim of sexual violence.
- j. **Priority Population:** Eligible clients for victim services which include all residents and visitors age 12 and older who are, or have been, the primary or secondary victim of sexual violence.
- k. **Quarter:** One Fourth (3 months) of the state fiscal year. The quarters for this contract are: Quarter 1, July through September; Quarter 2, October through December; Quarter 3, January through March; and Quarter 4, April through June.
- l. **Sexual Assault Exams:** The process for collection of forensic evidence provided for both reporting and non-reporting victims of sexual violence on a 24-hour, 7-day a week basis. The exams shall be provided in a

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place and manner that protects the victim from re-victimization, conforms to the Attorney General's Protocol and adheres to the usual and customary chain of custody rules.

- m. **Sexual Violence Data Registry (SVDR):** A DOH, Sexual Violence Prevention Program (SVPP) internet-based data system for the reporting of adult (12 years and older) victim sexual violence and primary prevention activities data. The SVDR accepts no personal identifiers, therefore ensuring anonymity of victims. The data registry URL address is: <https://esetappsdo.h.doh.state.fl.us/irm00svr/pages/seclogin.aspx>.
- n. **Secondary Victim:** The significant other, family member, friend, or any individual impacted by a primary victim's sexual violence.
- o. **Support Groups:** Facilitated meetings of victims of sexual violence with a supportive and/or educational focus.
- p. **Therapy:** A professional therapeutic session conducted by a licensed therapist.
- q. **Volunteer:** An individual who agrees to provide services without monetary compensation. Volunteers must be held to the same credential standards as paid staff when performing duties for this contract.

2. General Description

- a. General Statement: Funds will be used to equip and staff at least one treatment facility that will provide sexual violence victims, both reporting and non-reporting, with crisis stabilization, medical care, examinations, and therapy. Provider will coordinate with a centralized hospital and/or community based facility where trained Sexual Assault Nurse Examiners (SANE) will conduct forensic sexual assault examinations for the purpose of providing patient assessment and medical treatment, documenting and collecting evidence, and preparing for offender prosecution.
- b. Authority: The 2011 Legislative Session, Specific Appropriation 434, General Revenue, renewals are subject to future legislative appropriation.

3. Clients to be Served: Clients eligible for services under this program include:

- a. Any individual who has been the victim of sexual violence (primary and secondary victims).
- b. Client eligibility will be determined by Provider. In the event of any disputes regarding the eligibility of clients, the determination made by the Department is final and binding on all parties.

B. Manner of Service Provision

- 1) **Scope of Work:** Provider will provide services and care for primary and/or secondary victims of sexual violence, including advocacy and accompaniment, sexual assault examinations, crisis intervention counseling, information and referral, support groups, and therapy.
 - a. **Tasks:** Provider will perform the following tasks:
 - 1) Ensure that primary and secondary victims of sexual violence receive sexual assault exams, crisis intervention counseling, therapy, and information. To include the following services:
 - a) Provide a minimum of 40 individual therapy sessions each month, each session must be a minimum of 1 hour. Participation in a group therapy session (must be 1 ½ hours) can substitute for an individual therapy session.
 - b) Provide a minimum of 30 services each month focusing on advocacy and accompaniment, each service must consist of a minimum of 30 minutes.
 - c) Provide a minimum of 5 contacts each month, either in person or over the phone, consisting of a minimum of 15 minutes each contact, to provide information and referrals.
 - d) Provide a minimum of 3 sexual assault exams for primary victims of sexual violence each month. Ensure proper collection of all evidence.
 - e) Available to provide group therapy sessions, when requested by clients, each session that is provided must be conducted for a minimum of 1 ½ hours.
 - f) Provide a minimum of 30 crisis intervention counseling services each month to provide crisis support and guidance.
 - g) Ensure that any information given to clients is current with the most currently accepted facts for the topic. Information provided to clients must be reviewed, and updated when necessary, a minimum of 3 times each year of the contract.
 - h) Ensure that the SVDR is used to obtain a unique victim identification number for all clients to enter all services provided under the contract each month. Compile a monthly report listing number of clients served and the services provided. Submit to the Contract Manager within 30 calendar days following the end of the month.

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- 2) Survey clients after follow-up visits or after a counseling or therapy sessions, using good judgment for appropriate timing, to assess client satisfaction with services and information provided. The survey will be conducted by providing clients with a questionnaire, as approved by the Department, and clients returning those questionnaires to Provider. A minimum of 25 completed surveys must be submitted to the Contract Manager by May 30 of each year of the contract.
- 3) Ensure that all newly hired advocates funded by this contract have completed FCASV Advocacy Core Training (ACT), or already have training, within 30 days of hire date. Certificates of training must be provided to the Contract Manager within 30 days of hire date.
- 4) Designate staff to participate in SVPP provider conference calls to occur every other month as directed by the Department, the calls will start in the month of August. The designated staff must participate in each scheduled conference call.
- 5) Conduct four trainings each year to area hospitals or medical providers on the Palm Beach County Sexual Assault Nurse Examiner (SANE) program's protocol and procedure. .
- 6) Develop and maintain an advertising campaign to promote Sexual Assault Response Team (SART) Center. Develop a plan of the advertising campaign for approval by the Department, submit the plan by September 30 of each contract year. The plan must be implemented and maintained and reach a minimum of 1000 persons throughout the contract year, any updates to the plan must be provided to Contract Manager monthly.
- 7) Increase awareness to the local community about the availability of victim services by distributing brochures at a minimum of 6 community events each year of the contract.
- 8) Prepare a Timeline of Activities document which includes a summary of the monthly tasks performed under this contract and any updates. Submit the timeline within 30 days following the end of each month
- 9) Prepare a budget, in a format provided by the Department, identifying costs and projected expenditures for each year of the contract. The budget for the upcoming year must be provided to the Contract Manager by June 30.
- 10) Prepare a year end summary report detailing the number of new clients for this year, current clients served, and the number of services provided to clients. Include, success stories related to the use of these contract funds. Submit to the Contract Manager by July 30 following the end of each contract year.

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- 11) Prepare and submit to the Contract Manager a financial audit of funds received under this contract by July 30 following the end of each contract year

b. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified:

- 1) Monthly: Sexual violence victim services provided as specified in Task B.1.a.1) (a - h); Task B.1.a.3); and Task B.1.a.4).
- 2) Annually: Satisfaction surveys submitted as specified in Task B.1.a.2).
- 3) Annually: Trainings provided as specified in Task B.1.a.5).
- 4) Annually: Public awareness activities provided as specified in Task B.1.a.6) and Task B.1.a.7).
- 5) Monthly: Timeline of Activities document as specified in Task B.1.a.8).
- 6) Annually: Budget as specified in Task B.1.a.9).
- 7) Annually: Year-end summary as specified in Task B.1.a.10).
- 8) Annually: Financial audit as specified in Task B.1.a.11).

c. Performance Measures: The deliverables must be met at this minimum level of performance:

- 1) Deliverable B.1.b.1):
 - a) A minimum of 40 individual therapy sessions must be provided each month as specified.
 - b) A minimum of 30 advocacy services must be provided each month as specified.
 - c) A minimum of 5 contacts must be provided each month as specified.
 - d) A minimum of 3 sexual assault exams must be provided each month as specified.
 - e) Group therapy when provided must be conducted for a minimum of 1 ½ hours.
 - f) A minimum of 30 counseling services must be provided each month as specified.
 - g) Review must be performed a minimum of 3 times each contract year.

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- h) Victim identification numbers must be used for all clients each month as specified.
 - i) The SVDR data must be submitted within 30 days of the end of each month as specified.
 - j) All newly hired advocates must receive ACT training, if required, and provide certificates within 30 days of hire date to Contract Manager as specified.
 - k) Participation in SVPP provider conference calls every other month as specified.
- 2) Deliverable B.1.b.2): A minimum of 25 surveys must be submitted by May 30 as specified.
 - 3) Deliverable B.1.b.3): A minimum of 4 trainings must be provided each year of the contract as specified.
 - 4) Deliverable B.1.b.4):
 - a) Advertising campaign plan must be submitted by September 30 as specified.
 - b) Advertising campaign must be maintained throughout the contract year and reach a minimum of 1000 persons each contract year.
 - c) Increase awareness at a minimum of 6 events each year of the contract as specified.
 - 5) Deliverable B.1.b.5): A timeline of activities document must be submitted within 30 days of the end of each month as specified.
 - 6) Deliverable B.1.b.6): A budget must be submitted by June 30 as specified.
 - 7) Deliverable B.1.b.7): A year-end summary must be submitted by July 30 as specified.
 - 8) Deliverable B.1.b.8): A financial audit must be submitted by July 30 as specified.

2. **Financial Consequences:** Failure to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:

- a. Deliverable B.1.b.1):
 - 1) Failure to provide the individual sessions as specified will result in a \$50.00 reduction from that month's payment amount for each session not provided.
 - 2) Failure to provide the advocacy services as specified will result in a \$50.00 reduction from that month's payment amount for each service not provided.

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- 3) Failure to provide the contacts as specified will result in a \$50.00 reduction from that month's payment amount for each contact not provided.
 - 4) Failure to provide the exams as specified will result in a \$100.00 reduction from that month's payment amount for each hour not provided.
 - 5) Failure to provide a group session for the minimum time as specified will result in a reduction of \$50.00 for each 15 minutes under the minimum length of time required.
 - 6) Failure to provide counseling as specified will result in a \$50.00 reduction from that month's payment amount for each counseling not provided.
 - 7) Failure to review information as specified will result in a \$300.00 reduction from that month's payment amount for each review not provided.
 - 8) Failure to use identification numbers as specified will result in a \$500.00 reduction from that month's payment amount for each client the number was not used for.
 - 9) Failure to submit the SVDR as specified will result in a \$500.00 reduction from that month's payment amount and an additional \$25.00 for each day thereafter until submitted as specified.
 - 10) Failure to train advocates and provide certificates, or provide certificates if training is not required, as specified will result in a \$500.00 reduction in that month's payment amount for each new hire that a certificate is not submitted and an additional \$50.00 for each day thereafter until submitted.
 - 11) Failure to participate in conference calls as directed by the Department will result in a \$250.00 reduction from that month's payment amount for each call missed.
- b. Deliverable B.1.b.2): Failure to submit a minimum of 25 surveys by May 30 as specified will result in a reduction of \$25.00 for each survey not returned under the minimum required.
- c. Deliverable B.1.b.3): Failure to provide training as specified will result in a \$500.00 reduction from that month's payment amount for each training not provided.
- d. Deliverable B.1.b.4):
- 1) Failure to submit the plan as specified will result in a \$500.00 reduction from that month's payment amount and an additional \$50.00 for each day thereafter until submitted as specified.
 - 2) Failure to maintain the advertising campaign as specified will result in a \$1,500.00 reduction from that month's payment amount for each month the campaign is not maintained.
 - 3) Failure to reach persons as specified will result in a \$50.00 reduction from that month's payment amount for each person under the minimum number required.

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- 4) Failure to provide awareness at the minimum number of events as specified will result in a \$1,000.00 reduction from that month's payment amount for each event not performed.
- e. Deliverable B.1.b.5): Failure to submit the document as specified will result in a \$500.00 reduction from that month's payment amount and an additional \$50.00 for each day thereafter until submitted as specified.
- f. Deliverable B.1.b.6): Failure to submit the budget as specified will result in a \$1000.00 reduction from that month's payment amount and an additional \$100.00 for each day thereafter until submitted as specified.
- g. Deliverable B.1.b.7): Failure to submit the summary as specified will result in a \$250.00 reduction from that month's payment amount and an additional \$25.00 for each day thereafter until submitted as specified.
- h. Deliverable B.1.b.8): Failure to submit the financial audit as specified will result in a \$500.00 reduction from that month's payment amount and an additional \$50.00 for each day thereafter until submitted as specified.

3. Staffing Requirements:

- a. Staffing Levels: Provider will maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the department determines that Provider's staffing levels are inadequate, it shall advise Provider in writing and Provider will have 45 (forty-five) calendar days to remedy the identified staffing deficiencies.
- b. Professional Qualification: Provider will be responsible for the staff affiliated with this contract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully carry out their duties.
- c. Background Screening: Provider must ensure that those staff, subcontracted staff and volunteers performing services under this contract who have direct service contact with minors will have a background screening or criminal history (state and national) background check as provided in Section 943.0542(2), Florida Statutes. The background screening includes fingerprint checks through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI).

Provider and subcontractor must initiate background screening, including fingerprinting, at the time an individual who is required to undergo a background screening accepts a job offer or position to provide direct services to minors under this contract. No individual shall provide direct services to minors under this contract if the individual has an unfavorable background screening reflecting offenses in Section 435.04(2), Florida Statutes. The background screening results shall be retained and made available for review during the provider's site visit. Failure to comply with

background screening requirements may result in the termination of the contract.

Provider or the subcontractor does not have to re-screen staff or volunteers that have been previously screened for purposes of employment or due to licensure within the last five years, provided the background results are made available to the Department.

- d. **Mandatory Reporting:** If an individual reveals that he/she is a current victim of child abuse, abandonment, or neglect, as defined in Chapter 39.201, F.S., or abuse, neglect, or exploitation of vulnerable adults (elderly or disabled), as defined in Chapter 415.1034, F.S., a report must be made to the Florida Department of Children and Families Abuse Hotline (1-800-96-ABUSE).

4. **Service Location and Equipment:**

- a. **Service Delivery Location:** Administrative office location will be at: Division of Public Safety of Palm Beach County, 4210 N. Australian Avenue, West Palm Beach, FL 33407. Provider must supply a convenient and safe location for services in locations that are readily accessible to the priority population, locations must be approved by Department. The Provider must ensure services will only occur within their proposed counties, communities, or priority populations, without overlap of currently funded sites.

Provider must include any consideration for costs associated with the provision of equipment and computer software in the yearly budget submitted. Such costs may include, but are not limited to, computers, telephones, copiers, fax machines, equipment maintenance and office supplies. Computer capability, at a minimum, must be maintained allowing for operation of Microsoft Windows, Excel, and electronic mail.

- b. **Service Times.** Provider must provide services at times that the priority populations are accessible.
- c. **Changes in Location.** Provider will notify the Contract Manager in writing a minimum of one week prior to making changes in location.
- d. **Equipment.** Provider will be responsible for supplying all equipment necessary to perform, conduct, and complete the contract. This includes having the use of a computer capable of data entry into the SVDR.

C. **Method of Payment**

- 1. **Payment:** This is fixed price (fixed fee) contract. The Department will pay Provider upon satisfactory completion of the deliverables, specified in Section B.1.b. and in accordance with the terms and conditions of this contract, a total dollar amount not to exceed a total amount of \$282,039.00 for the term of this contract, subject to the availability of funds. Payments will be made in twelve monthly installments of \$23,503.25

2. **Unit of Service:** A unit of service consists of one month of completed required deliverables, as specified in Section B.1.b. A month of deliverables will include all deliverables due that month, including annual and quarterly deliverables scheduled for delivery in a particular month.
3. **Invoice Requirements:** Provider must request payment on a monthly basis through submission of a properly completed invoice (Attachment III) within 30 calendar days following the end of the period for which payment is being requested. Payment may be authorized only for services on the invoice that are in accord with the above and other terms and conditions of this contract.
4. **Financial Expenditure Report:** Submit quarterly documentation to Contract Manager that includes at a minimum the following:
 - i. The quarterly financial expenditure report, reflecting actual expenditures, check and invoice numbers by date.
 - ii. Maintain and have available backup documentation such as receipts, canceled checks, paid invoices, and timesheets that support expenditures. The report must be submitted to the Contract Manager within 30 (thirty) calendar days following the end of each quarter.

D. **Special Provisions**

1. **Public Health Grant Policy Statement**

PUBLICATION REQUIREMENT: Recipients will obtain pre-approval from the Department before using any publications, media, or program advertisements and recipients will place an acknowledgement of Public Health Service (PHS) grant support on any publication written or published with such support and if feasible, on any publication reporting the results of or describing a grant supported activity.

Acknowledgement will be to the effect that **“This publication was made possible by the 2014 Florida Legislative Session, administered by the State of Florida, Department of Health (DOH)”** and if a disclaimer is appropriate, **“The contents are solely the responsibility of the authors and do not necessarily represent the official views of DOH.”**

2. **Renewal:** This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the term of the original contract, whichever is longer, and under the same terms and conditions as the original contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the department, and will be subject to the availability of funds.
3. **Public Records:** Provider will keep and maintain public records and provide the public with access to such public records on the same terms and conditions that the Department of Health would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The provider will ensure that public records that are exempt or that are

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confidential and exempt from public record requirements are not disclosed except as authorized by law. The provider will meet all requirements for retaining public records and transfer to the Department of Health, at no cost, all public records in possession of the provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Department of Health in a format that is compatible with the information technology systems of the Department of Health.

END TEXT