

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date: March 14, 2017      [X] Consent [ ] Regular
                                   [ ] Ordinance [ ] Public Hearing

Department:   Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Victim Services
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) approve** Amendment #003 to contract #COHJ3 (R2016-0203) with the State of Florida, Department of Health (FL DOH) to revise program tasks, performance measures and financial consequences to align with current Green Dot Strategy instruction; and **B) authorize** the County Administrator or designee to execute future amendments thereto with the FL DOH for the Green Dot program on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

Summary: The Division of Victim Services has a five-year contract (COHJ3) with FL DOH to receive grant funds to implement the Green Dot Strategy for sexual violence prevention. This is the third contract amendment in the first 12 months. This Amendment revises program tasks, performance measures, and financial consequences as follows: increases Face to Face meetings from six annually to four monthly and Overview Speeches from four to ten annually, revises Bystander trained requirements from 13.5% of the target population to 150 individuals, allows for Booster Sessions to be conducted electronically and for the social media campaign to be completed anytime during the year, requires quarterly completion of Fidelity Review Checklist (FRC), and adds language for instructors to obtain proficiency with presentation delivery. This amendment reduces the financial penalties for failure to provide practice Overview Speeches and Bystander Trainings from five to one percent, Bystander Training from ten to two percent, and Booster Sessions from five to two percent. Countywide (LDC)

Background and Justification:

Palm Beach County Victim Services was awarded a grant from the State of Florida, FL DOH in the amount of \$625,000 for a five (5) year funding cycle, beginning February 1, 2016 and ending January 31, 2021 to implement the Green Dot Strategy. This strategy is a comprehensive approach to violence prevention that capitalizes on the power of peer and cultural influence. It targets all community members as potential bystanders, and seeks to engage them, through awareness, education and skills practice, in proactive behaviors that establish intolerance of violence as the norm, as well as reactive interventions in high-risk situations resulting in the ultimate reduction of violence. For the first year of the contract, the focus population was Palm Beach County employees. During the initial year, 48 bystander trainings, booster sessions, or overview speeches were conducted to 405 employees and one action event was held involving 105 people.

Attachments:

- 1) Amendment #003, COHJ3 contract

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Recommended by: Stephanie Sepriolo                2/28/17
                  Department Director                 Date

Approved By:    [Signature]                        3-1-17
                  Deputy County Administrator         Date

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0</u>	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

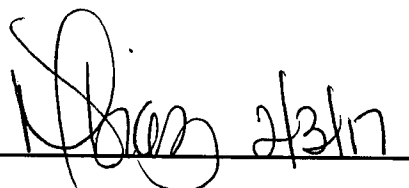
Is Item Included In Current Budget? Yes _____ No _____

Budget Account Exp No: Fund _____ Department _____ Unit _____ Object _____
 Rev No: Fund _____ Department _____ Unit _____ RevSc _____

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

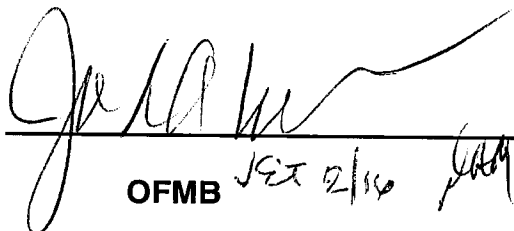
Fund:
 Unit:
 Grant:

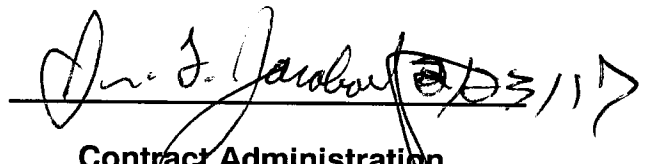
No additional fiscal impact

Departmental Fiscal Review:  2/3/17

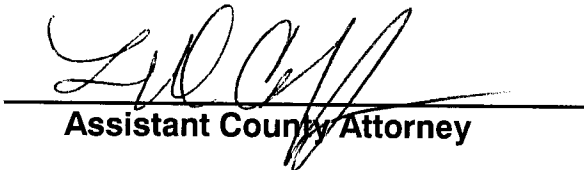
III. REVIEW COMMENTS

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


 OFMB JET 2/1/17 JET 2/17

 2/3/17
 Contract Administration
 2/22/17 TW

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

STATE OF FLORIDA
DEPARTMENT OF HEALTH
AMENDMENT #003

This amendment, entered into between the State of Florida Department of Health, hereinafter referred to as the "Department" and Palm Beach County Board of County Commissioners, hereinafter referred to as "Provider," amends contract #COHJ3.

The Department and Provider amend this contract to revise program tasks, performance measures, and financial consequences to align with current Green Dot Strategy instructions. Accordingly, the contract is amended as follows:

1. Pages 8-19, Attachment I, are deleted in their entirety and replaced with the revised pages 8-19, Attachment I, attached hereto.
2. This amendment shall begin on the date both parties have signed the amendment.

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 13-page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: Palm Beach County Board of County Commissioners

STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: Shannon F. Hughes

TITLE: Mayor

TITLE: Director, Division of Community Health Promotion

DATE: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000785

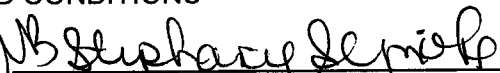
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

Attachment # 1

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ATTACHMENT I

A. Services to be Provided:

1. Definitions of Terms:

- a. Early Adopter: A client who has committed to be one of the first to adopt the Green Dot Strategy (GDS). Early Adopters are clients who have shown a commitment to the GDS and are invited to attend Bystander Training sessions before the remaining client population.
- b. GDS Coordinator: A full-time employee of Provider whose duty is to oversee the implementation of the GDS and supervise GDS Facilitators. The GDS Coordinator must be certified in the GDS for the clients to be served by this contract.
- c. GDS Facilitator: An employee of Provider who will assist in providing GDS information to clients. GDS Facilitators must be certified in the GDS for the clients to be served by this contract.
- d. Green Dot Strategy (GDS): A comprehensive approach to violence prevention that capitalizes on the power of peer and cultural influence. The GDS targets all community members as potential bystanders, and seeks to engage them, through awareness, education, and skills-practice, in proactive behaviors that establish intolerance of violence as the norm, as well as reactive interventions in high-risk situations resulting in the ultimate reduction of violence.
- e. Green Dot, Inc.: The organization which developed the GDS and certifies individuals in GDS.
- f. Implementation Team: The team that will implement the GDS. The team is comprised of a GDS Coordinator, GDS Facilitators, and key partners. The Implementation Team is responsible for coordinating activities and promoting GDS to clients and coordinates on activities including implementation logistics, implementation support, Action Events, and Social Marketing Campaigns.
- g. Key Partners: Individuals from organizations, including community organizations, businesses, schools, and individuals who provide services to clients and who are committed to ending power-based personal violence. These partners have agreed to assist Provider with providing GDS services to clients.
- h. Phases I, II, and III: The first year of the contract was divided into three time frames for service provision, the first two phases were the first and second quarters of the contract (Phases I and II), and the third phase was the third and fourth quarters.
- i. Quarter: A three-month period of the contract year. The quarters for this contract are February to April (first quarter); May to July (second quarter); August to October (third quarter); and November to January (fourth quarter).

- j. Sexual Violence Data Registry (SVDR): An internet-based data system for the reporting of adult sexual violence victims (12 years and older) and primary prevention activities data. The SVDR does not accept personal identifiers, therefore insuring anonymity of victims. The data registry URL address is: <https://apps.floridahealth.gov/SVR/pages/main1.aspx>.
- k. Subgroup: A portion of the clients that associates with each other on a regular basis. Members of subgroups may come from similar backgrounds, enjoy similar activities, or otherwise identify and connect with the subgroup as a whole.

2. General Description

- a. General Statement: This contract is for the provision of GDS services for the purpose of reducing sexual violence in the client population.
- b. Authority: Section 381.0018, Florida Statutes.

3. Clients to be Served: Provider will serve individuals in Palm Beach County, FL.

B. Manner of Service Provision

1. Scope of Work: Provider will prepare and implement the GDS and provide GDS services to eligible clients. All activities performed under this contract must be conducted in accordance with the GDS.

a. Tasks: Provider will perform the following tasks:

- 1) Designate a GDS Coordinator and a minimum of one GDS Facilitator who will provide direct services to clients under this contract. Submit the contact information and names of the GDS Coordinator and each GDS Facilitator to the Contract Manager within 15 days of the end of the first month of each year of the contract, but no later than submission of the monthly invoice. If the GDS Coordinator or any GDS Facilitator is replaced or if an additional GDS Facilitator is hired over the course of the contract, submit to the Contract Manager the contact information and name of the new employee within 15 days of their hire date.
- 2) Reach out to potential key partners and invite these potential key partners to join the Implementation Team. Prepare a list which identifies each key partner who has agreed to be a member of the Implementation Team and his or her particular connection with the client population. Submit the list to the Contract Manager within 15 days following the end of the first month of each year of the contract, but no later than submission of the monthly invoice.
- 3) If Provider will be providing services to minor clients, obtain the signed permission of the minor client's parents or legal guardians prior to providing GDS services to the minor client, and retain these permissions on file.

- 4) Enter into agreements with all key partners which specify their duties in assisting in the implementation of the GDS. Submit copies of the agreements to the Contract Manager within 15 days of the end of the second month of each year of the contract, but no later than submission of the monthly invoice. Submit a copy of any additional agreements with key partners entered into during the term of the contract to the Contract Manager within 30 days of entering into the agreement.
- 5) Ensure that the GDS Coordinator and each GDS Facilitator are properly certified in GDS. Submit copies of their GDS certification to the Contract Manager within 15 days following the end of the third month of the contract, but no later than submission of the monthly invoice. Only individuals with GDS certification may conduct the focus groups, face-to-face Meetings, Overview Speeches, Bystander Trainings, and Booster Sessions. The Action Event and Social Media Campaign must be led by a GDS Coordinator or GDS Facilitator, but may also include the participation of individuals well known to the client population in order to encourage client attendance.
- 6) Conduct an Environmental Scan each year to identify competing events and activities which may affect the scheduling of GDS activities. Prepare an Environmental Scan Report which lists the identified events and activities and explains the projected impact of each event and activity on implementing the GDS. Submit the Environmental Scan Report electronically via the SVDR to the Contract Manager within 15 days following the end of the first month of the first year of the contract, but no later than submission of the monthly invoice. Prepare a new Environmental Scan Report for each year of the contract and submit it to the Contract Manager within 15 days of the end of each year of the contract.
- 7) Personalize the GDS Overview Speeches and Bystander Trainings for subgroups of the priority population by adapting each for the intended audience and adding a personal introduction. Ensure that the GDS Coordinator and each GDS Facilitator practice the personalized GDS Overview Speeches and Bystander Trainings as follows:
 - a) Practice GDS Overview Speeches a minimum of once per week, until the GDS Coordinator and each GDS Facilitator can naturally perform these activities. Ensure a peer presenter prepares a Presenter Feedback Form outlining the progress made at each practice which indicates when the GDS Coordinator and each GDS Facilitator can naturally perform the GDS Overview Speeches;
 - b) Once able to naturally perform the GDS Overview Speeches, practice the personalized Bystander Trainings a minimum of once per week, until the GDS Coordinator and

each GDS Facilitator can naturally perform this activity. Ensure a peer presenter prepares a Presenter Feedback Form outlining the progress made at each practice which indicates when the GDS Coordinator and each GDS Facilitator can naturally perform the Bystander Trainings; and,

- c) Submit all Presenter Feedback Forms for that month to the Contract Manager within 15 days of the end of each month, but no later than submission of the monthly invoice.
- 8) Participate in all technical assistance calls scheduled by Green Dot, Inc. or the Department throughout the contract term.
- 9) Create a GDS marketing brand tailored to the clients and subgroups of the clients which encourages clients to participate in GDS activities. Prepare brand materials which include posters, flyers, internet advertisements, and other materials which will reasonably be expected to be viewed by clients. Submit copies of the brand materials to the Contract Manager within 15 days of the end of the first quarter of each year of the contract, but no later than submission of the monthly invoice. Distribute advertising materials to promote GDS activities throughout each year of the contract as necessary to encourage client participation in GDS activities.
- 10) Prepare a Quarterly Schedule and submit it to the Contract Manager within 15 days following the end of the first month of the contract, and within 15 days prior to the start of each subsequent quarter of the contract. The Quarterly Schedules must plan all tasks that will be performed during that quarter. Ensure a minimum of one task is scheduled during each month of the contract and that all tasks are scheduled to avoid conflicts identified in the Environmental Scan Report. Submit any request for changes to the Quarterly Schedule to the Contract Manager in writing at least 15 days prior to the requested change. Any changes to the Quarterly Schedule must be approved in writing prior to implementing the change. Perform scheduled activities pursuant to the approved Quarterly Schedule.
- 11) Identify a minimum of two subgroups of potential bystanders within the client population during the first quarter of each year of the contract. Enter a brief description of each subgroup into the SVDR within 15 days following the end of the month in which this is completed. Identify new subgroups after a minimum of 13.5 percent of the subgroup population has been identified as an early adopter. Submit all changes to the subgroups of clients served to the Contract Manager for approval in writing prior to implementing the change.

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- 12) Conduct a minimum of two focus groups with representative members of each identified subgroup prior to conducting Overview Speeches or Bystander Trainings. Use the focus groups to identify the best method to reach the subgroup and engage them in the GDS. Invite a minimum of 40 unduplicated clients to the focus groups each year of the contract. Prepare a list containing client name and method of invitation of those invited to participate in the focus groups and a sign-in sheet containing the signature and contact information of each attendee for each focus group and submit it to the Contract Manager within 15 days following the end of the month in which the focus group was held.
- 13) During the first quarter in which a new subgroup is identified, identify a minimum of 13.5 percent of the client population as potential Early Adopters from the identified subgroup. Send a personalized email to each potential Early Adopter to invite him or her to attend a face-to-face meeting, Overview Speech or Bystander Training. Prepare a list with the names and contact information of each potential Early Adopter and submit it to the Contract Manager within 15 days following the end of the month in which the potential Early Adopters are identified.
- 14) Conduct a minimum of one Implementation Team meeting each month. Ensure that each member of the Implementation Team presents a "proactive green dot" at each meeting. Proactive green dots are steps that the Implementation Team members have taken as part of their daily lives to promote GDS and state their commitment to ending personal violence. For each meeting prepare an agenda of the items that need to be discussed during the meeting. Prepare a sign-in sheet containing the signature and contact information of each attendee, collect the minutes, and prepare a record of each proactive green dot presented during the meeting. Upload the record of the proactive green dots into the SVDR. Submit the agenda, sign-in sheet, and minutes of each meeting to the Contract Manager within 15 days following the end of the month in which the meeting occurred.
- 15) Conduct a minimum of four face-to-face meetings with key partners and Early Adopters during each month of the contract. Prepare a sign-in sheet containing the signature and contact information of each attendee for each face-to-face meeting and submit it to the Contract Manager within 15 days following the end of the month in which each meeting was held. Prepare a summary of each meeting and upload it into the SVDR within 15 days following the end of the month in which the meeting was held.
- 16) Conduct a minimum of 10 Overview Speeches to clients each year. Overview Speeches are presentations given to help clients find their connection to violence, build awareness of the problem of violence, present a bystander intervention as a manageable and simple activity, and to persuade and motivate individuals to

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get involved in GDS. Prepare a sign-in sheet containing the signature and contact information of each attendee for each Overview Speech and submit it to the Contract Manager within 15 days following the end of the month in which the Overview Speech was conducted.

- 17) Conduct Bystander Training for a minimum of 150 clients each year of the contract. Ensure the Bystander Training is a minimum of six hours in length and provides an in-depth explanation of GDS. Prepare a sign-in sheet containing the signature and contact information of each attendee for each Bystander Training and submit it to the Contract Manager within 15 days following the end of the month in which the Bystander Training was conducted.
- 18) Conduct a minimum of four Booster Sessions each year of the contract to reinforce the lessons of the Bystander Trainings. Conduct each Booster Session in person or electronically with clients who have previously attended a Bystander Training. Collect documentation (e.g. sign in sheets, registration logs) of each attendee for each Booster Session and submit it to the Contract Manager within 15 days following the end of the month in which the Booster Session was conducted.
- 19) Conduct one Action Event during each year of the contract, designed to engage clients in the GDS. Examples of Action Events include concerts, public meetings, and other events which use social media (excluding the Social Media Campaign), physical or digital message boards, or other mechanisms which promote GDS. Action Events may also be themed around other nationally or locally recognized activities such as sexual assault awareness month. Ensure that each action event reaches a minimum of 100 unduplicated clients. Collect documentation (e.g., sign in sheets, registration logs) of the number of clients reached by the Action Event. Submit the documentation to the Contract Manager within 15 days of the end of the month in which the event was held.
- 20) Conduct one Social Marketing Campaign during each year of the contract to increase basic awareness and mainstream social acceptance of the GDS. Ensure the Social Marketing Campaign reach a minimum of 100 unduplicated clients. Prepare documentation (e.g., website hits, sign in sheets, or website view counts) indicating the number of individuals reached by the Social Marketing Campaign. Submit the documentation to the Contract Manager within 15 days of the end of the month in which the event was held.
- 21) Ensure that the required documentation for each scheduled task is entered into the SVDR and submitted to the Contract Manager as specified for each event.
- 22) Prior to and following each Bystander Training, administer the Social Norms Survey to each Bystander Training attendee. The

Social Norms Survey will be supplied by the Department and may be updated over the course of the contract. The survey may be conducted electronically. Always use the most recent version of the Social Norms Survey supplied by the Department. Ensure that responses from the completed surveys are entered into the SVDR by the GDS Coordinator within 15 days of the end of the month in which the Bystander Training occurred but no later than submission of the monthly invoice.

- 23) Following each Bystander Training, administer the Training Evaluation Survey to each attendee. The Training Evaluation Survey will be supplied by the Department and may be updated over the course of the contract. The Training Evaluation Survey may be conducted electronically. The most recent version of the Training Evaluation supplied by the Department must always be used. Ensure that responses from the completed surveys are entered into the SVDR by the GDS Coordinator within 15 days of the end of the month in which the Bystander Training occurred but no later than submission of the monthly invoice.
 - 24) Complete the Fidelity Review Checklist (FRC) with the implementation team each quarter. Submit the FRC to the Contract Manager within 15 days following the end of each quarter.
- b. Deliverables: Provider will complete the following deliverables in the time and manner indicated:
- 1) Monthly: GDS implementation and services as specified in Tasks B.1.a.1) through B.1.a.24)).
- c. Performance Measures: The Deliverables must be met at this minimum level of performance:
- 1) Deliverable B.1.b.1):
 - a) The names and contact information of the GDS Coordinator and GDS Facilitator must be submitted within 15 days of the first month of each year of the contract as specified.
 - b) The list of key partners must be submitted within 15 days of the end of the first month of each year of the contract as specified.
 - c) Written permission for all minor clients must be maintained as specified.
 - d) The agreements with all key partners must be submitted on time and as specified.

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- e) Copies of the GDS certifications must be submitted on time and as specified.
 - f) An environmental scan must be conducted and submitted as specified.
 - g) All activities under this contract must be run by a certified GDS Coordinator or GDS Facilitator as specified.
 - h) The GDS Overview Speeches and Bystander Trainings must be practiced as specified.
 - i) The brand materials must be submitted on time and as specified.
 - j) The Quarterly Schedule must be submitted on time and as specified.
 - k) Two focus groups must be conducted with each subgroup as specified.
 - l) One Implementation Team meeting must be conducted each month of the contract as specified.
 - m) Four face-to-face meetings must be conducted in each month of the contract as specified.
 - n) Ten Overview Speeches must be conducted as specified.
 - o) Bystander Training must be conducted as specified.
 - p) Four Booster Sessions must be conducted as specified.
 - q) One action event must be conducted annually as specified.
 - r) One Social Marketing Campaign must be conducted annually as specified.
 - s) The results of the Social Norms Surveys must be uploaded into the SVDR within 15 days following the end of the month in which a Bystander Training is held as specified.
 - t) The results of the Training Evaluations must be uploaded into the SVDR within 15 days of the end of each month in which a Bystander Training is held as specified.
 - u) The FRC must be completed and submitted as specified.
2. **Financial Consequences:** If Provider does not provide the Deliverables as specified in Section B., financial consequences will be assessed as follows:
- a. Deliverable B.1.b.1):
 - 1) Failure to submit the name and contact information for each GDS Coordinator and GDS Facilitator as specified will result in a two

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percent reduction of the monthly invoice. An additional one percent reduction will be assessed for each week the names and contact information are late.

- 2) Failure to submit the list of key partners as specified will result in a two percent reduction of the monthly payment. An additional one percent reduction will be assessed for each day the list is late.
- 3) Failure to maintain written permission for minor clients as specified will result in a 1 percent reduction of the monthly invoice for each permission slip not obtained.
- 4) Failure to submit all agreements with key partners as specified will result in a reduction of the monthly invoice of two percent. An additional one percent reduction will be assessed for each day the agreements are late.
- 5) Failure to submit copies of the GDS certifications as specified will result in a reduction of the monthly payment of two percent. An additional one percent reduction will be assessed for each day the list is late.
- 6) Failure to submit the Environmental Scan as specified will result in a two percent reduction of the monthly payment. An additional one percent reduction will be assessed for each week the Environmental Scan is late.
- 7) Failure to use certified GDS Coordinators and Facilitators as specified will result in a reduction of the monthly invoice of 10 percent for each event that is not led by the GDS Coordinator or a GDS Facilitator.
- 8) Failure to practice each GDS Overview Speeches and Bystander Trainings as specified will result in a reduction of the monthly invoice of one percent for each missed practice.
- 9) Failure to submit the brand materials as specified will result in a reduction of the monthly invoice of five percent. An additional one percent reduction will be assessed for each day the brand materials are late.
- 10) Failure to submit the Quarterly Schedules as specified will result in a reduction of the monthly invoice of five percent. An additional one percent reduction will be assessed for each day the schedule is late and not submitted as specified.
- 11) Failure to conduct focus groups as specified will result in a two percent reduction of the monthly payment.
- 12) Failure to conduct Implementation Team meetings as specified will result in a two percent reduction of the monthly payment.

- 13) Failure to conduct face-to-face meetings as specified will result in a two percent reduction of the monthly payment.
- 14) Failure to conduct Overview Speeches as specified will result in a two percent reduction of the monthly payment.
- 15) Failure to conduct Bystander Training as specified will result in a two percent reduction of the monthly payment.
- 16) Failure to conduct Booster Sessions as specified will result in a two percent reduction of the monthly payment.
- 17) Failure to conduct an Action Event as specified will result in a five percent reduction of the monthly payment.
- 18) Failure to conduct a Social Marketing Campaign as specified will result in a five percent reduction of the monthly payment.
- 19) Failure to upload the results of the Social Norms Surveys as specified will result in a reduction of the monthly invoice of two percent. An additional one percent reduction will be assessed for each day the results are late and not uploaded as specified.
- 20) Failure to upload the results of the Training Evaluations as specified will result in a reduction of the monthly invoice of two percent. An additional one percent reduction will be assessed for each day the results are late and not uploaded as specified.
- 21) Failure to complete and submit the FRC as specified will result in a reduction of the monthly invoice of \$250. An additional one percent reduction will be assessed for each day the FRC is late.

3. Service Location and Equipment:

- a. Service Delivery Location: Provider must select locations for GDS services which are reasonably accessible to clients.
- b. Service Times: Provider may select times for GDS services at their discretion. However, all GDS services must be scheduled at times during which clients can be reasonably expected to be in attendance.
- c. Changes in Location and Times:
 - 1) Changes in the date, time, or location of scheduled activities must be communicated to the Contract Manager a minimum of 24 hours prior to the rescheduled event or the originally scheduled event, whichever comes first.
 - 2) In the event of an emergency which would make it unsafe to hold a scheduled activity, changes in the time or location of the event must be made to ensure the safety of participants and the continuity of the program. Changes in the time or location of

activities due to an emergency must be communicated to the Contract Manager within seven days following the originally scheduled event.

4. Staffing Requirements

- a. Staffing Levels and Professional Qualifications: All staff must possess the education, experience, and certification to perform the tasks that they are assigned under this contract.
- b. Staffing Level Changes: Provider must inform the Department immediately of any changes in staffing levels which would cause Provider to be unable to perform the duties under this contract.

C. Method of Payment:

- 1. Payment: This is a fixed price, fixed fee contract. The Department will pay Provider upon satisfactory completion of the deliverables in Section B.1.b. For the each year of the contract, payment will be made in eleven monthly payments of \$10,416 and one final monthly payment of \$10,424, not to exceed \$125,000 for each year of the contract. The total payments under this contract will not exceed \$625,000, subject to the availability of funds.
- 2. Unit of Service: A unit of service will consist of one month of completed required deliverables as specified in Section B.1. A month of deliverables will include any deliverables due in that month, including quarterly and annual deliverables scheduled for delivery in a particular month.
- 3. Invoice Requirements: Provider must request payment through submission of a properly completed invoice to the Contract Manager each month. Each invoice must contain the month being invoiced, the deliverables completed during the month, the amount being invoiced, a statement that the invoice is accurate, and the signature of an individual with the authority to bind the Provider.
- 4. Supporting Documentation Requirements: Provider will maintain the following documentation on file:
 - a. Budget: Attach a copy of the Department approved budget and budget justification for the initial contract year upon contract execution. Each subsequent contract year, the budget must be submitted to the contract manager for approval on or before December 1. Any revisions to an approved budget or budget justification must be submitted to the contract manager for review and approval prior to implementation.
 - b. Quarterly Financial Report: For quarter 1 through quarter 3, prepare a quarterly financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract and submit it to the Contract Manager within 30 calendar days following the end of each quarter. For quarter 4 of each contract year, submit the financial report as specified in section I.C.7.c. of the Department's Standard Contract.

D. Special Provisions:

1. Contract Renewal: This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer and is subject to the same terms and conditions set forth in the initial 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.
2. Background Screening: Provider will ensure Provider staff, subcontracted staff and volunteers who have direct service contact with minor clients (18 years of age or younger) or persons with disabilities have a background screening or criminal history background check (state and national) as provided in Section 943.0542(2), Florida Statutes. If there are questions as to whether a background screening is required for particular position the subcontracted provider or volunteer should consult with Provider. Initial background screening includes fingerprint checks through the Florida Department of Law Enforcement and the Federal Bureau of Investigation.

Provider must initiate background screening, including fingerprinting, at the time an applicant or subcontractor accepts a job offer or a volunteer agrees to perform services for the organization. No employee or volunteer or subcontractor service provider will remain in service with Provider with a background screening that reflects the offenses listed in Section 435.04(2), Florida Statutes. The background screening results will be retained on file at Provider's location and made available for review during Provider's monitoring. Failure to comply with background screening requirements may result in the termination of this agreement.

Provider does not have to re-screen staff or subcontracted staff that has been previously screened for purposes of employment or licensure within the last five years, provided the background screening results is made available to the Provider. Provider is responsible for ensuring all needed background screenings and fingerprint checks are conducted accordingly.

END OF TEXT