

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

Meeting Date: July 11, 2017

[X]	Consent	[]	Regular
[]	Ordinance	[]	Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Victim Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Interlocal Agreement for professional services with Florida State University (FSU) for the period of May 1, 2017, through September 30, 2019, in the amount of \$150,000 to provide research, data collection, and evaluation services.

Summary: To assist in meeting the requirements of Cooperative Agreement 2016-XV-GX-K018 with the U.S. Department of Justice, Office of Justice Programs, FSU will document the performance and effectiveness of the grant project through conducting focus groups, establishing a baseline data collection process, developing a logic model and process evaluation, disseminating and tracking evidenced-based programs, collecting data, tracking judicial outcomes of DUI manslaughter and homicide cases, and producing professional publications to disseminate project findings to highlight some of the activities. R2017-0477 approved on April 4, 2017, authorized the County Administrator, or designee, to execute future amendments and partner agreements associated with the current grant on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations. Countywide (LDC).

Background and Justification: Impaired driving crashes are often initially treated as accidents instead of crimes, which hinders the appropriate delivery of victim services, or in some cases, may lead to the absence of services altogether. The lengthy process of completing toxicology reports and related medical examiner's investigative reports, both of which are required to determine prosecutorial options, often leave families waiting for up to six months to know whether or not the impaired driver will be charged for the death of their family member(s) and are left alone in their grief, unable to be linked to resources like victim's compensation, burial assistance, personal and legal advocacy and emergency financial assistance. To address this concern, the Division of Victim Services was selected by the U.S. Department of Justice, Office of Justice Programs to receive grant funding in the amount of \$579,965 for the period of October 1, 2016 through September 30, 2019. The grant will fund a demonstration initiative that seeks to ensure that survivors of DUI/Impaired Driving incidents can readily access a seamless continuum of evidenced-based services and support that will allow them to begin physical, emotional, and financial recovery through formation of a multidisciplinary team and common operating procedures.

Attachments:

- ## 1) Interlocal Agreement with Florida State University

Recommended by:

Department Director

Date _____

Approved By:

Deputy County Administrator

Date _____

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	150,000				
External Revenues	(150,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes X No

Budget Account Exp No: Fund 1426 Department 662 Unit 3297 Object 3401
Rev No: Fund 1426 Department 662 Unit 3297 RevSc 3129

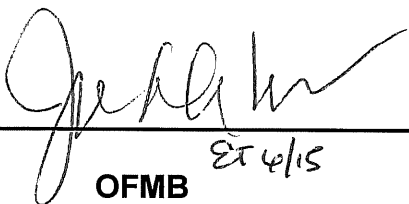
B. Recommended Sources of Funds/Summary of Fiscal Impact:

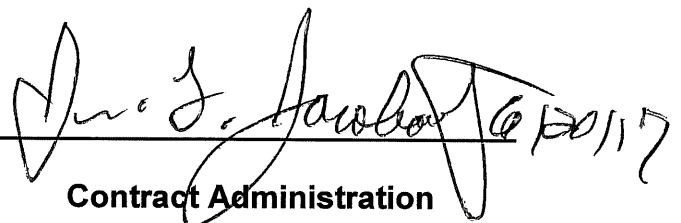
Grant: DOJ DUI Grant
Fund: 1426 – Public Safety Grants
Unit: 3297 – DUI Grant

Departmental Fiscal Review: _____

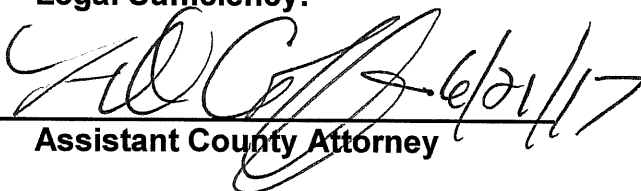
III. REVIEW COMMENTS

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


OFMB *ET 6/15* 6/16/17


Contract Administration 6/20/17

B. Legal Sufficiency:


Assistant County Attorney 6/21/17

C. Other Department Review:

Department Director

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

INTERLOCAL AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY
AND FLORIDA STATE UNIVERSITY

This Interlocal Agreement, hereinafter referred to as contract, is made as of the 8th day of May, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and (Florida State University), a (Florida public university) authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including, but not limited to, Municipality, City, Town, University, College), whose Federal I.D. is 59-1961248.

In consideration of the mutual promises contained herein, the COUNTY and the ENTITY agree as follows:

ARTICLE 1 - SERVICES

The ENTITY'S responsibility under this Contract is to provide research, data collection, and evaluation services, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Holly Dibenedetto, Program Coordinator, telephone no. 561-355-3545.

The ENTITY'S representative/liaison during the performance of this Contract shall be Catherine Stresing, SRA Grants Officer II, telephone no. 850-644-8652.

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services on 5/1/2017 and complete all services by 9/30/19. The parties agree that the ENTITY will be entitled to payment for services rendered beginning on 5/1/2017, notwithstanding the date the contract is executed by the Board of County Commissioners or its designee.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO ENTITY

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of one hundred fifty thousand Dollars (\$ 150,000.00). The ENTITY will bill the COUNTY on a quarterly basis,

at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed
one thousand, four hundred
Dollars (\$ 1,400), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY. The final invoice is due no later than 60 days following the final/last billing period.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ENTITY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ENTITYs. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the ENTITY upon thirty (30) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in

accordance with the terms of this Contract through no fault of the ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, upon (30) days' prior written notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY shall be paid for services rendered, including for work progress and partially completed services to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the ENTITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the ENTITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the ENTITY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ENTITY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ENTITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The ENTITY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The ENTITY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The ENTITY shall provide the COUNTY with a copy of the ENTITY's contract with any SBE subcontractor or any other related documentation upon request.

The ENTITY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The ENTITY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The ENTITY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The ENTITY agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ENTITY. The ENTITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the ENTITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The ENTITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract are subject to receipt of

grant funding pursuant to the Multidisciplinary Response to Families and Communities in Complex Homicide Cases: Homicide Direct Services grant award number 2016-XV-GX-K018.

ARTICLE 10 – INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, ENTITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event ENTITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, ENTITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The ENTITY agrees to maintain or to be self-insured for Worker’s Compensation & Employer’s Liability insurance in accordance with Florida Statute 440.

When requested, ENTITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the ENTITY of its liability and obligations under this contract.

ARTICLE 11 – INDEMNIFICATION

To the extent allowed by law, the ENTITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this INTERLOCAL AGREEMENT or due to the acts or omissions of the ENTITY.

ARTICLE 12 - LIABILITY

The parties to this INTERLOCAL AGREEMENT and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey or transfer its interest in

this Contract without the prior written consent of the other.

ARTICLE 14 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or ENTITY.

ARTICLE 15 - CONFLICT OF INTEREST

The ENTITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The ENTITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the ENTITY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ENTITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ENTITY. The COUNTY agrees to notify the ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by the ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENTITY, the COUNTY shall so state in the notification and the ENTITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ENTITY under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The ENTITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the ENTITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the ENTITY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

The ENTITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENTITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ENTITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

The ENTITY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ENTITY'S sole direction, supervision, and control. The ENTITY

shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENTITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The ENTITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 20 - CONTINGENT FEES

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

The ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENTITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 22 - NONDISCRIMINATION

The ENTITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ENTITY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if ENTITY does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

ARTICLE 23 - AUTHORITY TO PRACTICE

The ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 24 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITYs who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the ENTITY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY and approved and executed on behalf of Palm Beach County.

The parties may authorize changes to the budget and scope of work pursuant to a written memorandum executed by both parties, and such will not require a formal contract amendment, provided the changes is within the current budgeted amount, and such change is made solely to facilitate the goals of the Contract as outlined in the scope of work and consistent with the original scope of work. Notwithstanding, this provision, the County retains the right to require a formal contract amendment in its sole discretion.

ARTICLE 27 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Stephanie Sejnoha, Director
Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, FL 33401

If sent to the ENTITY, notices shall be addressed to:

Florida State University
Catherine Stresing, SRA Grants Officer
874 Traditions Way, 3rd Floor
Tallahassee, FL 32306-4166

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the ENTITY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK

If ENTITY'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the ENTITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The ENTITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the ENTITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS

The ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 31 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITYs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by ENTITY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 32 – PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Entity: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Entity shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Entity is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Entity further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Entity does not transfer the records to the public agency.
- D. Upon completion of the Contract the Entity shall transfer, at no cost to the County, all public records in possession of the Entity unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Entity transfers all public records to the County upon completion of the Contract, the Entity shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Entity keeps and maintains public records upon completion of the Contract, the Entity shall meet all applicable requirements for retaining public records. All records stored electronically by the Entity must be provided to County, upon request of the County's Custodian of

Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Entity to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Entity acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 33 – FILING

A copy of this Interlocal Agreement will be filed with the Clerk of Circuit Court in and for Palm Beach County.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: Stephanie Depina
County Administrator or Designee

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: JDC
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Nick Bishop
Department/Division Director

ENTITY:
Florida State University
Company Name
Julie V Wammack for
Signature
Dr. Gary K. Ostrander
Typed Name
Vice President for Research
Title
5/1/17

(corp. seal)

SCOPE OF WORK

The ENTITY agrees to work collaboratively with COUNTY, Palm Beach County Sheriff’s Office, Mothers Against Drunk Driving (MADD), victims/survivors, Office of the State Attorney 15th Judicial Circuit, Palm Beach County School District, Office of Victims of Crime Technical Assistance Provider, Palm Beach County Substance Awareness Coalition, Victims’ Rights Coalition, SE Florida Behavioral Health, and other project partners supporting the FY 16 Vision 21: Multidisciplinary Response to Families and Communities in Complex Homicide Cases: Homicide Direct Services through grant award 2016-XV-GX-K018.

This demonstration initiative seeks to ensure that survivors of DUI/Impaired Driving incidents can readily access a seamless continuum of evidenced-based services and support that will allow them to begin physical, emotional, and financial recovery through formation of a multidisciplinary team and common operating procedures. To assist in meeting the requirements of this demonstration project, ENTITY will collect and maintain data that measures the performance and effectiveness of activities under this award. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws as outlined in Special Conditions of the grant agreement.

ENTITY Deliverables Include:

Items	Deliverables: Year 1, Quarter 1	Payment Number	Payment Amount
		1	\$11,100.00
	1 desktop computer with office and research software		\$1,400.00
	Quarterly financial report as required by OVC		
	Participate in meetings, conference calls, technical assistance events, and trainings as needed.		
	Continually assess the project’s progress and direction, provide verbal and/or written feedback, as needed		
	Approve research involving human subjects through the Florida State University Human Subjects Committee		
	Complete the Privacy Certificate requirements from OVC		
	Conduct an initial site visit to meet with the project partners		
	Develop initial service provider interview/focus group questions		
	Work with the PBCVS in identifying desired project outcomes/goals		
	Establish data collection guidelines for project activities that will inform the logic		

EXHIBIT "A"

SCOPE OF WORK

	model and process evaluation		
Items	Deliverables: Year 1, Quarter 2	Payment Number	Payment Amount
		2	\$12,500.00
	Quarterly financial report as required by OVC		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Provide a semi-annual progress report, summarizing research activities, as required by OVC		
	Establish a baseline data collection process to support the process evaluation including the current status of service delivery		
	Conduct interviews and/or focus groups to obtain data from agencies, organization, and service providers		
	Work with the PBCVS in identifying desired project outcomes/goals		
Items	Deliverables: Year 1, Quarter 3	Payment Number	Payment Amount
		3	\$12,500.00
	Quarterly financial report as required by OVC		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Document Memorandums of Agreement (MOA's) and/or letters of support from local service providers and initiative partners		
	Conduct interviews and/or focus groups to obtain data from agencies, organization, and service providers as needed		

SCOPE OF WORK

Items	Deliverables: Year 1, Quarter 4	Payment Number	Payment Amount
		4	\$12,500.00
	Quarterly financial report as required by OVC		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Semi-annual progress report, summarizing research activities, as required by OVC		
	Disseminate and track the percent of agencies that implement evidence based programs		
	Document local agencies and organizations' policies and procedures that were created or amended as a result of this demonstration initiative		
	Develop a draft logic model for the specific intervention proposed		
	Draft victim interview questions		
Items	Deliverables: Year 2, Quarter 1	Payment Number	Payment Amount
		5	\$12,500.00
	Quarterly financial report as required by OVC		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Conduct interviews and/or focus group to obtain data from agencies, organization, and service providers, as needed		
	Finalize victim interview questions		
Items	Deliverables: Year 2, Quarter 2	Payment Number	Payment Amount

SCOPE OF WORK

		6	\$12,500.00
	Quarterly financial report as required by OVC		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Semi-annual progress report, summarizing research activities, as required by OVC		
Items	Deliverables: Year 2, Quarter 3	Payment Number	Payment Amount
		7	\$12,500.00
	Quarterly financial report as required by OVC		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Document Memorandums of Agreement (MOA's) and/or letters of support from local service providers and initiative partners; and new policies or modifications to exiting policies that occur as a result of the demonstration initiative		
	Conduct interviews and/or focus group to obtain data from agencies, organization, and service providers, as needed		
Items	Deliverables: Year 2, Quarter 4	Payment Number	Payment Amount
		8	\$12,500.00
	Quarterly financial report as required by OVC		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Semi-annual progress report, summarizing research activities, as required by OVC		

SCOPE OF WORK

	Identify the number, type, average dosage, and average duration of services provided		
	Document the number and percent of evidence based programs used by agencies and partners		
	Document the number of family members and friends who received victim services as a result of their loss of family members or friends to DUI manslaughter or homicide		
Items	Deliverables: Year 3, Quarter 1	Payment Number	Payment Amount
		9	\$12,500.00
	Quarterly financial report as required by OVC		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Conduct interviews and/or focus group to obtain data from agencies, organization, and service providers, as needed		
Items	Deliverables: Year 3, Quarter 2	Payment Number	Payment Amount
		10	\$12,500.00
	Quarterly financial report as required by OVC		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Semi-annual progress report, summarizing research activities, as required by OVC		
Items	Deliverables: Year 3, Quarter 3	Payment Number	Payment Amount

EXHIBIT "A"

SCOPE OF WORK

		11	\$12,500.00
	Quarterly financial report as required by OVC		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Provide a draft process evaluation report for input from PBCVS		
	Provide a draft logic model for input from PBCVS		
	Conduct interviews and/or focus group to obtain data from agencies, organization, and service providers, as needed		
Items	Deliverables: Year 3, Quarter 4	Payment Number	Payment Amount
		12	\$12,500.00
	Final financial report as required by OVC		
	Disseminate project findings and related research through professional publications and presentations at research conferences		
	Final progress report as required by OVC		
	Update and finalize logic model		
	Provide a final report on the process evaluation		
	Finalize process evaluation examining how well the program implementation conforms to the program design, including the identification of barriers and facilitators to effective implementation		
	Identify the number, type, average dosage, and average duration of services provided		
	Identify the number and content of trainings provided to first responders and service providers		
	Track judicial outcomes of the DUI manslaughter and homicide cases in terms of the court charges, disposition, and sentence		
	Document use of evidence-based practices involved in the services		

SCOPE OF WORK

	Capture the number of DUI manslaughter or homicide events within Palm Beach County during the three-year program period		
	Capture the number of family members and friends who received victim services as a result of their loss of family members or friends to DUI manslaughter or homicide		
		Total Payments	\$150,000.00

Programmatic Requirements:

- A. The design, conduct, or reporting of research and evaluation funded by this grant, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of ENTITY's staff, and/or sub recipients responsible for the research and evaluation.
- B. ENTITY agrees to be bound by and comply with the requirements of the Department of Justice, Office of Justice Programs, Office for Victims of Crime Special Conditions as outlined in attached Exhibit C, incorporated herein by reference and made part of this agreement.

SCHEDULE OF PAYMENTS

The total compensation for the project is **\$150,000.00** paid throughout the contract period based on the time intervals outlined in the table below. The ENTITY understands and agrees to submit invoices and required documentation within 30 days following the end of the preceding quarter as outlined below. ENTITY understands and agrees that the quarterly invoice amount shall not exceed the total cost allocated per quarter amount shown below. Travel in support of the project is included in the total compensation/quarterly billing schedule and amounts. The final payment will not be paid until all deliverables are met.

COUNTY will reimburse ENTITY at a fixed price each invoice period. ENTITY will include a written description of activities conducted in support of the project during the invoice period and support documentation. Support documentation for the activities described in the invoice may include copies of work product developed (in draft or final form), meeting attendance sheet, meeting agendas, assessment results, planning instruments, or other similarly related documents.

COUNTY will reimburse ENTITY for the actual costs of 1 desktop computer with office and research software as approved on Exhibit A. Support documentation for the computer equipment shall include copies of the following: purchase order, invoice, proof of payment, and packing list or acknowledgement of delivery.

The Scope of Work to be completed by ENTITY as defined in Exhibit "A" consists of key deliverables, collaboration with project partners, and participation with the OVC Technical Advisor. Deliverables shall be verifiable and defined as participation in initiative required activities and events as measured by: completion of assigned project tasks within established timeframe, documentation of meetings/training attended, and participation in teleconference calls or web-based events.

When submitting the invoice request, ensure that the following language is included on the signed cover page of the invoice: *By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Invoice #	Invoicing Period	Quarterly (fixed rate)	Computer (actual cost)
	YEAR 1		
1	Quarter 1	\$11,100.00	\$1,400
2	Quarter 2	\$12,500.00	
3	Quarter 3	\$12,500.00	
4	Quarter 4	\$12,500.00	
	YEAR 2		
5	Quarter 1	\$12,500.00	
6	Quarter 2	\$12,500.00	
7	Quarter 3	\$12,500.00	
8	Quarter 4	\$12,500.00	
	YEAR 3		
9	Quarter 1	\$12,500.00	
10	Quarter 2	\$12,500.00	
11	Quarter 3	\$12,500.00	
12	Quarter 4	\$12,500.00	



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SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

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4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

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SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OJP grant funds, without prior written approval from OJP.
24. Responsibility for the day-to-day conduct of the project rests with the recipient. This specifically includes operations, data collection, analysis and interpretation.
25. Responsibility for general oversight and redirection of the project, if necessary, rests with OVC. OVC will review and approve all activities in the requirements under the various stages, as enumerated in the solicitation. This includes review and approval in a timely manner of all key personnel selections, consultants, assessments, plans, instruments, manuals, and documents developed or identified for use during the project, with suggestions for modifications. The program solicitation is hereby incorporated by reference into the Cooperative Agreement making it part of the overall agreement, requiring adherence to its overall design.
26. Responsibility for the coordination of topics addressed or services rendered is shared jointly with the OVC and the recipient. Where appropriate, the recipient will act jointly with OVC in accomplishing the following tasks: 1) determination of modifications to the program plan or budget; and, 2) design of data collection instruments. In executing this responsibility, OVC requires that its program specialist meet periodically with recipient (as determined by OVC) throughout the life of the project to discuss project activities, plans, problems, and solutions.
27. OVC reserves the right to take appropriate action in instances when the grantee fails to initiate activity on the grant or misses multiple time tasklines. OVC action may include, but is not limited to, termination or suspension of the grant.
28. The recipient authorizes the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, papers, or documents related to this grant.

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29. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

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30. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

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31. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

32. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

34. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

35. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.



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36. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

37. The grantee agrees that OVC retains the right to make a final determination whether to publish or produce any grant-funded product as an OVC-sponsored product. Only after OVC decides against official publication, can the grantee independently release a publication or product for sale or dissemination, at its own expense. However, if the grantee releases this information, it may not include use of the OVC logo, or other indicia that it is an official OVC publication.
38. The grantee agrees to submit the final draft of any publication, product, or electronic information at least 120 days before the end date of the grant for OVC review. The grantee agrees to use grant funds to make any substantive corrections, if appropriate, to a publication or product in response to comments generated through either the OVC peer review process or the internal Department of Justice review process. Any grant-funded products (written, Web-based, audio-visual, or any other media format), whether produced at the grantee's or government's expense, shall contain the following statement: This _____ was produced by _____ under [add contract or grant number, as appropriate], awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this _____ are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice.
39. The grantee agrees to comply with the requirements set forth in the current edition of the OVC Publishing Guidelines Handbook at <http://www.ojp.usdoj.gov/ovc/publications/infores/pubguidelines/welcome.html>.
40. The grantee agrees that it may not disseminate drafts of training curricula and other grant-supported materials beyond pilot testing of the material, unless otherwise specifically approved by OVC in writing in advance. Such materials must be clearly marked "DRAFT" and the OVC disclaimer must be included on all such documents. The OVC logo shall not be displayed until the document is final and has been approved by OVC for final publication or electronic dissemination. Grantees are advised not to assume that products submitted to OVC will be ready for immediate release. Contact your grant monitor for more information.
41. The grantee agrees to submit any print or electronic promotional materials concerning any OVC-funded project that are intended for public dissemination to OVC for review seven (7) working days in advance of release. This includes, but is not limited to: fact sheets, newsletters, press releases, Web-based materials, and listserv announcements.

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42. Within 90 days of the date of award, the grantee will submit to the Office for Victims of Crime for review and approval its policies and procedures that it has established to maintain the confidentiality of victims' names, addresses, telephone numbers, or any other identifying information, and its policies and procedures relating to information sharing between partners. In addition, the grantee must submit a signed, written certification that data privacy and sharing protocols comport with the confidentiality and privacy rights and obligations of federal law or the grantee jurisdiction's laws, court rules, or rules of professional conduct applicable to the work performed by the grantee.
43. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
44. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
45. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
46. The grantee understands and agrees that, with respect to the provision of services or benefits to a specific population, any individual who is otherwise eligible to participate in any program or activity supported by any of these grant funds shall be provided with such services or benefits as funded under this award, without regard to race, color, religion, national origin, or sex. With respect to a single-sex program or activity, unless there is legal authority for the exclusivity, the recipient agrees to identify and refer the excluded individuals to, or provide them with, a comparable alternative program or service.
47. No federal funds shall be used to pay for any part of air travel that includes business or first class seating except as authorized for government travel (as described in OMB Circular A-122) and authorized by the grant manager prior to booking such tickets.
48. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

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49. Authorization required for all subawards and also for ("large") procurement contracts to be awarded without competition

Background. Recipients of OJP awards typically may propose to make "subawards" ("subgrants") and also may propose to enter into procurement "contracts" under the award. Whether -- for purposes of federal grants administrative requirements -- a particular agreement between a recipient and a third party will be considered a subaward, or instead will be considered a procurement contract under the award, will be determined by federal rules and applicable OJP guidance. It is an important distinction, in part because the federal grants administrative rules and requirements that apply to subawards and to procurement contracts under awards differ markedly. Neither the title nor the structure of an agreement determines whether -- for purposes of federal grants administrative requirements -- an agreement is a subaward or is instead a procurement contract under an award. Also, financial clearance by OJP of a proposed budget does not indicate whether -- for purposes of federal grants administrative requirements -- OJP agrees with the applicant's characterization of a proposed agreement (that is, one listed in the budget) as either a subaward or a procurement contract.

A. All subawards ("subgrants") must have specific federal authorization

Pursuant to the Part 200 Uniform Requirements and other applicable rules, the recipient may not make a subaward ("subgrant") unless the recipient has specific federal authorization to do so. Under some OJP programs -- such as many statutory "formula" programs -- particular types of subawards are federally authorized by specific provisions in a program statute or DOJ regulation. In other cases, the recipient is not permitted to obligate, expend, or draw down any award funds for a subaward ("subgrant") until and unless it has specific authorization for the subaward from OJP.

When deciding whether to authorize a particular subaward, OJP considers pertinent information, including-- (1) the identity of the proposed subrecipient, (2) the roles and responsibilities of the proposed subrecipient in carrying out the federal award and federal program, and (3) the justification provided by the recipient for the proposed subaward, including matters such as special qualifications and areas of expertise. In some cases, the recipient already may have included the necessary information on the proposed subaward in its funded application. In others, a post-award submission may be required.

B. A "large" procurement contract (currently, one over \$150,000) requires advance OJP authorization if it will be awarded without competition

If the recipient seeks, without competition -- (1) to enter into an agreement that OJP considers a procurement "contract" for purposes of federal grants administrative requirements (and therefore not a "subaward" under those requirements), and (2) the agreement will exceed the simplified acquisition threshold (currently, \$150,000), the recipient may not proceed with the procurement, and may not award the contract, unless and until it receives specific advance authorization from OJP to use a non-competitive approach.

Neither this OJP award document nor a financial clearance by OJP's OCFO of the proposed budget for this award (including a financial clearance issued after the recipient accepts the award) constitutes the required specific advance authorization to use a non-competitive approach.

In deciding whether to authorize a recipient to proceed with a procurement contract without competition, OJP will consider the justification submitted by the recipient, including the details that explain why, in the particular circumstances, it is appropriate to proceed without competition. Various considerations that may be pertinent are outlined in the DOJ Grants Financial Guide.



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50. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

51. Representation and agreement regarding funds in offshore accounts

In accepting this award, the recipient nonprofit organization --

(1) represents to the Department of Justice that it does not hold money in offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a), and agrees that it will not hold money in any such accounts for such a purpose during the period of performance of this award; and

(2) agrees that, if, during the period of performance of this award, the recipient learns that it does hold money in offshore accounts for such a purpose, it will immediately stop any further obligations of award funds, it will provide prompt written notification to OJP, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OJP.

52. The grantee agrees to submit to OVC, within 30 days of award, a revised time-task plan. This revised time-task plan should be developed in consultation with the OVC program specialist assigned to the project, and should clearly indicate the following: (1) each of the stated project objectives and the tasks to be performed to achieve those objectives; (2) the completion dates for tasks and delivery dates for products; (3) the project staff responsible for accomplishing each task; 4) submission dates for financial and programmatic progress reports, consistent with the requirements of the OJP Financial Guide; and 5) incorporation of development schedule for print, video, and multimedia products to assure periodic OVC reviews of products (see Product Submission Requirements).

53. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

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