

Meeting Date: December 19, 2017 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

I. EXECUTIVE BRIEF

A) receive and file Amendment #004 to contract #COHJ3 with the State of Florida, Department of Health (FL DOH) to increase the contract amount by \$4,500 to purchase pre-approved educational materials beginning November 1, 2017 and to increase the total not-to-exceed contract amount to \$629,500 for the period February 1, 2016 through January 31, 2021.

B) approve budget amendment of \$4,500 in the Public Safety Grants Fund to adjust the budget to the actual grant award.

Summary: The Division of Victim Services has a five-year contract (COHJ3) with FL DOH to receive grant funds to implement the Green Dot Strategy for sexual violence prevention. This Amendment provides an additional \$4,500 of funding for the purchase of approved media and marketing materials for use in the provider's required annual Social Marketing Campaign. This Amendment revises program tasks, deliverables, performance measures, financial consequences, and method of payments as follows: The Social Marketing Campaign Report (SMCR) must be completed and submitted as specified for prior approval no later than December 15, 2017; failure to do so will result in a \$250 reduction of the monthly invoice. This amendment added additional tasks to the monthly deliverables and updates the payment schedule to reflect the additional \$4,500 of funding. R2017-0343 authorizes the County Administrator or designee to execute future amendments with FL DOH for the Green Dot Program on behalf of the Board of County Commissioners. Countywide (LDC)

Background and Justification: Palm Beach County Victim Services was awarded a grant from FL DOH in the amount of \$625,000 for a five (5) year funding cycle, beginning February 1, 2016 and ending January 31, 2021 to implement the Green Dot Strategy. This strategy is a comprehensive approach to violence prevention that capitalizes on the power of peer and cultural influence. It targets all community members as potential bystanders, and seeks to engage them, through awareness, education and skills practice, in proactive behaviors that establish intolerance of violence as the norm, as well as reactive interventions in high-risk situations resulting in the ultimate reduction of violence. For the first year of the contract, the focus population was Palm Beach County employees. Since April 2016, 26 bystander trainings certifying 923 County employees, 16 booster sessions, or overview speeches were conducted to 200 employees and three action events reaching 1,465 employees and community members.

- 1) Amendment #004, COHJ3 contract
- 2) Budget Amendment

Recommended by: Stephanie Seinfeld 11/20/17
Department Director Date

Approved By: [Signature] 12-12-17
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Personal Services					
Operating Costs	4,500				
Capital Expenditures					
External Revenues	(4,500)				
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 _____ No X

Does this item include the use of federal funds? Yes X No _____

Budget Account Exp No: Fund 1426 Dept. 662 Unit 3286 Obj. var _____ Prog. var _____

Rev No: Fund 1426 Dept. 662 Unit 3286 Rev. 3429 Prog. GD0001

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

Grant: Green Dot

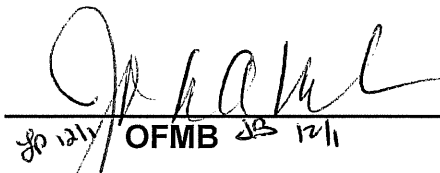
Fund: 1426- Public Safety Grant

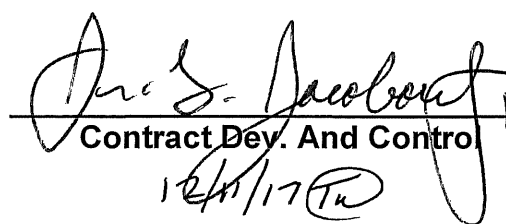
Unit: 3286 –Sexual Violence Prevention – Green Dot

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

 12/4/17
OFMB 12/11/17

 12/11/17
Contract Dev. And Control 12/11/17

B. Legal Sufficiency:

 12/12/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT SUMMARY

This contract action has completed the Department’s routing process and has received the required approvals for execution.

Division/CHD/Office:	CHP/Violence and Injury Prevention Program
Provider Name:	Palm Beach County Board of County Commissioners
Contract Number:	COHJ3-A4
Original Contract Amount:	\$625,000
Total Contract Amount (sum of executed actions):	\$625,000
Original Contract Start Date:	2/1/2016
Contract End Date (include executed actions):	1/31/2021
Procurement Award Date:	8/28/2015
Contract Negotiations Completion Date:	

DESCRIPTION OF CONTRACTUAL SERVICES:

This contract provides Green Dot Strategy (GDS) services for reducing sexual violence in the client population. GDS is a comprehensive approach to violence prevention that capitalizes on the power of peer and cultural influence across all levels of the socio-ecological model. Informed by social change theory, the model targets all community members as potential bystanders, and seeks to engage them, through awareness, education, and skills practice, in proactive behaviors that establish intolerance of violence as the norm, as well as reactive interventions in high-risk situations – ultimately resulting in the reduction of violence.

CONTRACT ACTION:

AMENDMENT(Y/N):	Y	AMENDMENT AMOUNT:	\$4,500		
CHANGE TO TERM(Y/N):	N	START DATE:	11/1/2017	END DATE:	N/A

DESCRIPTION OF CONTRACT AMENDMENT ACTION:

This amendment adds \$4,500 for the purchase of approved media and marketing materials for use in the provider’s required annual Social Marketing Campaign. These materials will be developed as a result of a 1.5 day Boot Camp where providers will learn about the core elements of a Social Marketing Campaign and receive feedback and development assistance from social marketing experts.

This contract complies with all of the following requirements:

- A statement of work
- Quantifiable and measurable deliverables
- Performance measures
- Financial consequences for non-performance
- Terms and conditions which protect the interest of the state
- All requirements of law have been met regarding the contract
- Documentation in the contract file is sufficient to support the contract and the attestation (examples: business case; directive to establish contract; subject research and analysis, etc.)
- If the contract is established by way of a competitive solicitation as identified in section 287.057(1), Florida Statutes, the costs of the contract are the most advantageous to the state or offer the best value

Palm Beach County Board of County Commissioners
COHJ3

STATE OF FLORIDA
DEPARTMENT OF HEALTH
AMENDMENT #4

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

The Department and Provider amend this contract to increase the contract amount by \$4,500 to purchase pre-approved educational materials to be used as part of the required annual social marketing campaign and other tasks. Accordingly, the contract is amended as follows:

1. Page 5, Standard Contract, II.A., **Contract Amount** is deleted in its entirety and replaced with the following:

A. Contract Amount: The Department agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed \$629,500, subject to the availability of funds. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

2. Page 14, Attachment I, B., Manner of Service Provision, 1., a., Tasks, is revised to add the following:

25) Complete the Social Marketing Campaign Report (SMCR) that will be provided by the Department and submit the report for prior approval no later than December 15, 2017.

3. Page 14, Attachment I, B., Manner of Service Provision, 1., b., Deliverables, is deleted in its entirety and replaced with the following:

1) Monthly: GDS implementation and services as specified in Tasks B.1.a.1) through Tasks B.1.a.25).

4. Page 14, Attachment I, B., Manner of Service Provision, 1., c., Performance Measures, 1), Deliverable B.1.b.1), is revised to add the following:

v) The SMCR must be completed and submitted as specified.

5. Page 17, Attachment I, B., Manner of Service Provision, 2., Financial Consequences, a., Deliverable B.1.b.1), is revised to add the following:

22) Failure to complete and submit the SMCR as specified will result in a \$250 reduction of the monthly invoice.

6. Page 14, Attachment I, C., Method of Payment, 1., is deleted in its entirety and replaced with the following:

1 COHJ3-A4

Attachment # 1

Page 2 of 9

Palm Beach County Board of County Commissioners
COHJ3

1. Payment: This is a fixed-priced, fixed-fee contract. The Department will pay Provider for completion of deliverables specified in Section B.1.b. of this contract a total dollar amount not to exceed \$629,500. Payments will be made as follows:

For the first year of the contract, payments will be made in the amount of \$10,416 for February through December and in the amount of \$10,424 for January for a total not to exceed amount of \$125,000.

For the second year of the contract, payments will be made in the amount of \$10,416 for February through October, in the amount of \$14,916 for the month of November, in the amount of \$10,416 for December and in the amount of \$10,424 for January, for a total not to exceed amount of \$129,500.

For each subsequent year of the contract, payments will be made in the amount of \$10,416 for February through December and in the amount of \$10,424 for January for a total not to exceed amount of \$125,000.

7. Page 25, Attachment III, Exhibit 1 is deleted in its entirety and replaced with the revised Attachment III, Exhibit 1 attached.
8. This amendment will begin on November 1, 2017, or the date on which the amendment has been signed by both parties, whichever is later.

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

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

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

IN WITNESS THEREOF, the parties hereto have caused this three-page amendment to be executed by their officials thereunto duly authorized.

PROVIDER:
Palm Beach County Board of County Commissioners

SIGNED

BY: _____

DocuSigned by:

Stephanie Seino

034FD183D36D4D9...

NAME: Stephanie Seino

TITLE: Director, Public Safety Department

DATE: 10/26/2017

STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED

BY: _____

DocuSigned by:

Shannon Hughes

85E4C21C01D4474...

NAME: Shannon F. Hughes

TITLE: Director, Division of Community Health Promotion

DATE: 10/26/2017

FEDERAL ID NUMBER: 59-6000785

Palm Beach County Board of County Commissioners
COHJ3

Contract #: COHJ3

EXHIBIT 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

Federal Program 1 Department of Health and Human Services, Centers for Disease Control and Prevention (CDC),
National Center for Injury Prevention and Control CFDA# 93.136
Title: Rape Prevention and Education Program \$629,500

TOTAL FEDERAL AWARDS \$629,500

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO
THIS AGREEMENT ARE AS FOLLOWS:

Funds are available for costs directly attributed to the performance of research and demonstrations of
surveillance or interventions/evaluations programs pertaining to injury prevention and control plus certain
direct costs of the grantee in accordance with established policies of the Public Health Service. Grantees may
not award subgrants but may enter into contracts as necessary to achieve the aims of the program.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST
OF THE FOLLOWING:

State financial assistance subject to Sec. 215.97, F.S.: CSFA# N/A Title: N/A \$ N/A

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$ N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS
AGREEMENT ARE AS FOLLOWS: N/A

Financial assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.40: \$ N/A

Matching and Maintenance of Effort *

Matching resources for federal program(s):

Program: N/A CFDA# N/A Title N/A \$ N/A

Maintenance of Effort (MOE):

Program: N/A CFDA# N/A Title N/A \$ N/A

*Matching Resources, MOE, and Financial Assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.306
amounts should not be included by the provider when computing the threshold for single audit requirements
totals. However, these amounts could be included under notes in the financial audit or footnoted in the
Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and
Financial Assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.306 is not considered State/Federal
Assistance.

Certificate Of Completion

Envelope Id: 4378459E81124A0980CCBF3F1EC4A82D

Status: Completed

Subject: Contract COHJ3-A4: Please DocuSign this contract amendment from the Florida Department of Health.

Custom Field:

ACH:

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Deborah Brown

AutoNav: Enabled

Deborah.Brown3@flhealth.gov

Envelopeld Stamping: Enabled

IP Address: 167.78.4.20

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Deborah Brown

Location: DocuSign

10/18/2017 10:10:55 AM

Deborah.Brown3@flhealth.gov

Signer Events

Stephanie Sejnoha
ssejnoha@pbcgov.org
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Stephanie Sejnoha
034FD163D36D4D9...
Using IP Address: 151.132.206.26

Timestamp

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Resent: 10/26/2017 6:27:38 AM
Viewed: 10/26/2017 11:32:49 AM
Signed: 10/26/2017 1:03:27 PM

Electronic Record and Signature Disclosure:
Accepted: 10/26/2017 11:32:49 AM
ID: 3a0bce9e-49e3-44a5-a063-61fa78951487

Shannon Hughes
Shannon.Hughes@flhealth.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:
Shannon Hughes
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Using IP Address: 10.103.101.12

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Signed: 10/26/2017 1:04:03 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Hans Havlykke Hans.Havlykke@flhealth.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/18/2017 10:16:15 AM Viewed: 10/18/2017 10:28:46 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Cole Giering cole.giering@flhealth.gov Contract Liaisons Florida Department of Health Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/18/2017 10:16:16 AM
Brian Weinstein BrianWeinstein@flhealth.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/18/2017 10:16:16 AM
Clarice Redding Credding@pbcgov.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/18/2017 10:16:16 AM Viewed: 10/24/2017 5:02:26 AM

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/26/2017 1:03:28 PM
Certified Delivered	Security Checked	10/26/2017 1:03:54 PM
Signing Complete	Security Checked	10/26/2017 1:04:03 PM
Completed	Security Checked	10/26/2017 1:04:03 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Florida Department of Health (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

Attachment # 1

Page 7 of 9

How to contact Carahsoft OBO Florida Department of Health:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: antonio.dawkins@flhealth.gov

To advise Carahsoft OBO Florida Department of Health of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at antonio.dawkins@flhealth.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Carahsoft OBO Florida Department of Health

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to antonio.dawkins@flhealth.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Florida Department of Health

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to antonio.dawkins@flhealth.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Florida Department of Health as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Florida Department of Health during the course of my relationship with you.

Attachment # 1

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX - 662- 110617- 85
BGRV - 662- 110617- 309

FUND 1426 - Public Safety Grant

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 11/6/2017	REMAINING BALANCE
Revenue								
1426-662-3286-3429	Sexual Violence Prevention-Green Dot	416,672	416,672	4,500		421,172		
Total Revenue and Balance		2,757,891	2,757,891	4,500	0	2,762,391		
Expense								
1426-662-3286-4811	Promotional Items	9,000	9,000	4,500	0	13,500	219	13,281
Total Appropriation and Expenditures		2,757,891	2,757,891	4,500	0	2,762,391		

\$ 11,963.00
0.062 \$ 741.71
0.0145 \$ 173.46
0.1326 \$ 1,586.29
\$ 14,464.46 14465

PUBLIC SAFETY
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures _____ Date 11/20/17

By Board of County Commissioners
At Meeting of _____
12/19/2017
Deputy Clerk to the
Board of County Commissioners

Attachment # 2

Page 1 of 1