

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

Meeting Date: November 2, 2021 ☒ Consent ☐ Regular

[] Ordinance

[] Public Hearing

Department:

Submitted By: Palm Beach County Sheriff's Office

Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) Accept on behalf of the Palm Beach County Sheriff's Office an Amendment I Between the Florida Council Against Sexual Violence (FCASV) and the Palm Beach County Sheriff's Office for a Trauma Informed Sexual Assault Investigations supplemental grant award in the amount of \$100,000 for the period July 1, 2021 through June 30, 2022; and **(B) Approve** a budget amendment of \$100,000 in the Sheriff's Grants Fund.

Summary: On August 25, 2020, the Palm Beach County Board of County Commissioners accepted a grant award from the FCASV on behalf of the Palm Beach County Sheriff's Office in the amount of \$100,000(R-2020-1178). The funds were used to hire one full time detective who was assigned to the Special Investigations Division (SID) to investigate sex crimes against victims ages 11 years of age and older. This Amendment I provides an additional \$100,000 for personnel expenses to support continued funding of this position. The PBSO will provide the 25% required match in the amount of \$33,334 through its approved operating budget. An increase in funding from the County may be requested through our annual budget process once the grant ends. The OAG Catalog of Federal Domestic Assistance (CFDA) Number for this program is 16.588 and FCASV grant number 20STO68. Countywide (LDC)

Background and Justification: This agreement shall be performed in accordance with the STOP Violence Against Women Formula Grant Program authorized by the Violence Against Women Act, Title IV of the Violent Crime Control and Law Enforcement Act of 1994 (Public Law No. 103-322), and reauthorized and amended by Public Law No. 106-386 and Public Law No. 109-162, as well as the Council's contract with the Florida Department of Health to administer STOP grant funding.

Attachments:

1. Budget Amendment
2. Amendment I
3. R-2020-1178

RECOMMENDED BY:

DEPARTMENT DIRECTOR

DATE _____

APPROVED BY:

COUNTY ADMINISTRATOR

DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0				
Operating Costs	\$133,334				
External Revenues	(\$100,000)				
Program Income					
(County)					
In-Kind Match (County)	(\$33,334)				
Net Fiscal Impact	0				
# Additional FTE					
Positions	1				
(Cumulative)					
Is Item Included in Current Budget:	YES	NO	X		
Does this item include the use of federal funds:	Yes	X	No		
Budget Account No.:	Fund 1152	Agency 160	Org 2381	Object 3129	
Reporting Category					

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

The Trauma Informed Sexual Violence grant is funded by the Florida Council Against Sexual Violence. The required match is 25%; the PBSO will provide a match in the amount of \$33,334, through its approved operating budget. No additional County funds are required until grant funding expires in 2022.

FCASV Trauma Informed Grant-FY20	\$100,000
25% in-kind match	\$ 33,334
FCASV Trauma Informed Grant Amendment	\$100,000
25%in-kind match	\$ 33,334
Total Program Budget	\$266,668

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Shirley M. White OFMB JA 10/6/21 Beide AP 10/6/21 Mr. S. Janabart 10/13/21 10-13-21 TW
Contract Administration

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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

21- 1148

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

BWEX: 090121*1803
BWRJ: 090121*567

FUND 1152 - Sheriff's Grants Fund

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	REMAINING BALANCE
Revenues								
Florida Council Against Sexual Violence FY20								
160-2381-3129	Federal Grant - Other Public Safety	0	74,986	100,000	0	174,986		
TOTAL REVENUES		10,807,823	\$11,684,369	\$100,000	\$0	11,784,369		
Expenditures								
Florida Council Against Sexual Violence FY20								
160-2381-9498	Transfer to Sheriff's Fund 1902	0	100,000	100,000	0	200,000		
TOTAL EXPENDITURES		10,807,823	\$11,684,369	\$100,000	\$0	11,784,369		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of November 2, 2021

[Signature] *10/4/2021*
[Signature] *10/6/21*

Deputy Clerk to the
Board of County Commissioners

AMENDMENT 1

This Amendment, entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the "Council" and Palm Beach Co. Sheriff's Ofc. hereinafter referred to as the "Provider" amends subcontract number 20STO68.

Revisions for the period of July 1, 2021- June 30, 2022 are as follows:

- 1. The Provider shall receive an award in the amount of \$100,000.00 for the period July 1, 2021 – June 30, 2022. A match in the amount of \$33,334.00 is required.
- 2. Effective July 1, 2021, the Florida Department of Children and Families (DCF) will provide funding and administrative oversight for STOP subcontracts issued by the Council.
- 3. Attachment II, Exhibit 1, Financial and Compliance Audit, is deleted entirely and replaced as attached hereto.
- 4. Attachment III, Invoice, is deleted entirely and replaced as attached hereto.
- 5. Attachment IV, portions of DCF Standard Contract requirements included in its contract with the Council (#LN208) is added to identify requirements to which the Provider and its subcontractors must adhere.
 - a. All mention of "subcontractor" requirements therein should be reviewed to ensure compliance as applicable.

This amendment shall begin on July 1, 2021 and shall be retroactive to that date if executed thereafter.

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

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

IN WITNESS THEREOF, the parties hereto have caused this twelve (12) page amendment to be executed by their officials thereunto duly authorized.

PALM BEACH CO. SHERIFF'S OFC.


BY: 

NAME: Ric L. Bradshaw

TITLE: Sheriff

DATE: 8/5/2021

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE

DocuSigned by:

58C5679C3EB04E6...

NAME: Jennifer L. Dritt, LCSW

TITLE: Executive Director

DATE: 8/5/2021

EXHIBIT 1

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

Federal Program 1 <u>Violence Against Women Formula Grants</u>	CFDA# <u>16.588</u>	
Title: <u>STOP Violence Against Women Formula Grants</u>		<u>\$100,000.00</u>
Federal Program 2 <u>N/A</u>	CFDA# <u></u>	Title <u></u> \$ <u></u>
TOTAL FEDERAL AWARDS		<u>\$100,000.00</u>

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

- 2017 DOJ Grants Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- FL Dept. of Financial Services, Reference Guide for State Expenditures

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: None

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

Financial assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.40: \$.00

Matching and Maintenance of Effort *

Matching resources for federal program(s):

Program: N/A CFDA# Title \$

Maintenance of Effort (MOE):

Program: N/A CFDA# Title \$

*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.

Attachment III - Invoice

Provider: Palm Beach Co. Sheriff's Ofc.		Subcontractor Number: 20STO68	
Address: 3228 Gun Club Road, West Palm Beach, FL, 33406			
<div>Service Period (check one)</div> <div><div>Jul-21<input type="checkbox"/></div><div>Aug-21<input type="checkbox"/></div><div>Sept- 21<input type="checkbox"/></div><div>Oct-21<input type="checkbox"/></div></div> <div><div>Nov-21<input type="checkbox"/></div><div>Dec-21<input type="checkbox"/></div><div>Jan-22<input type="checkbox"/></div><div>Feb-22<input type="checkbox"/></div></div> <div><div>Mar-22<input type="checkbox"/></div><div>Apr-22<input type="checkbox"/></div><div>May-22<input type="checkbox"/></div><div>June-22<input type="checkbox"/></div></div>		<div>STOP Monthly Rate</div> <div><div>July 2021 – May 2022</div><div>\$8,338.00</div></div> <div><div>June 2022</div><div>\$8,282.00</div></div>	
<div>Summary of Payments</div> <div>SFY 2021-22 Allocation: \$100,000.00</div> <div>Amount of this invoice: \$</div> <div>Estimated Match to Date \$</div> <div>(NOTE: ALL FUNDS MUST BE ENCUMBERED BY June 30th.)</div> <div>I certify that the above report is a true and correct reflection of this period's activities, as stipulated in this subcontract.</div> <div><div>Signature of Provider Agency Official</div><div>Date</div></div> <div><div>Print Name and Title</div><div>Phone #</div></div>		<div>(FOR FCASV USE ONLY)</div> <div>Penalties:</div> <div>Description:</div> <div><div></div><div>\$</div></div> <div><div></div><div>\$</div></div> <div><div>Total:</div><div>\$</div></div> <div>Payment Approval</div> <div><div>Total Approved For Payment By The Council:</div><div>\$</div></div> <div><div>Signature</div><div>Date</div></div>	

Attachment IV

4.7 Intellectual Property

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.7.1 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.12 Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.13 Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.13.1 A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

4.13.2 Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

4.13.3 Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Department of Children and Families, Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303; or via fax at (850) 488-1428.

4.14 Employment Screening

1.4.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

4.14.1.3 Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.14.1.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.1.5 Security background investigation, which may include local criminal record checks through local law enforcement agencies.

4.14.1.6 Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

5.2 Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

7.12 Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13 Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1 The Provider shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2 The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.13.3 If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.16 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

8.1 Federal Law

8.1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **3**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

8.1.6 If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.7 If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a “contractor” or a “subrecipient,” as those terms are defined in 2 CFR, Part 200. If a Provider’s subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

9.1 Client Risk Prevention

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.3 Support to the Deaf or Hard-of-Hearing

9.3.1 The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2 If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider’s Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department’s HHS Compliance reporting Database by the 5th business day of the month, covering the previous month’s reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider’s Single-Point-of-Contact shall be furnished to the Department’s Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

9.3.3 The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider’s Single-Point-of-Contact.

9.3.4 The Single-Point-of-Contact shall ensure that all employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing, annually, that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. New and newly assigned employees shall attest in writing, within 60 days of hire or assignment, that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee’s personnel file.

9.3.5 The Provider’s Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

9.3.6 The Provider and its subcontractors shall document the customer’s or companion’s preferred method of communication and any requested auxiliary aids/services provided in the customer’s record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

9.3.7 If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

9.3.8 The Department requires each contract/subcontract provider agency's direct service employees to complete the "Serving Our Customers who are Deaf and Hard-of-Hearing" online training and sign the "Support to the Deaf and Hard-of-Hearing Attestation Form" annually. All new or newly assigned direct service employees are required to complete the training and sign the attestation within 60 days of hire or assignment. Direct service employees performing under this Contract will print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

9.4 Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1 State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

9.4.2 Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

9.4.3 A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

EXHIBIT A – SPECIAL PROVISIONS

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.13.4 The Provider and any subcontractor must promptly refer to the United States Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principle, 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) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

A-5. RECORDS, AUDITS AND DATA SECURITY

5.5 Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or confidential Department information in electronic form:

5.5.1 The Provider shall maintain an appropriate level of information security for Department information systems or confidential Department information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all individuals that request or have access, through the Provider's access to Department information systems or confidential Department information. The Provider will ensure that user access to Department information systems or confidential Department information is removed immediately from all terminated employees and from all individuals upon access no longer being required for the Provider's performance of this Contract.

5.5.2 The Provider shall provide the latest Departmental security awareness training to all individuals who request or have access, through the Provider's access, to Department information systems or any confidential Department information.

- 5.5.3** All individuals who request or have access, through the Provider's access, to Department information systems or any confidential Department information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager. The Provider shall also comply with the following to the extent that it has access to Department information systems or any confidential Department information in providing services under this Contract.
- 5.5.4** The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or confidential Department information. Confidential Department information systems and network capable devices shall be encrypted per CFOP 50-2.
- 5.5.5** The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or confidential Department information.
- 5.5.6** The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to confidential Department information.

A-8. FEDERAL FUNDS APPLICABILITY

A-8.1 Civil Rights/Non-Discrimination Requirements for DOJ-Funded Contracts

- A-8.1.5** The Provider acknowledges that 34 U.S.C § 12291(b)(13) prohibits recipients of awards authorized under VAWA from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by the Office on Violence Against Women (OVW). Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The Provider and any subcontractors agree that it will comply with this provision.

A-8.2 Special Conditions for DOJ STOP Funding

The Provider, in accordance with DOJ OVW funding requirements, shall comply with the following provisions:

- A-8.2.1 Requirement to report actual or imminent breach of personally identifiable information (PII).** The Provider (and any subcontractor at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subcontractor)—1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 CFR 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).
- A-8.2.2 Unreasonable restrictions on competition under the award; association with federal government.** The Provider (or subcontractor at any tier) may not (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such as associate), except as expressly set out in 2 CFR 200.319(a) or as specifically authorized by DOJ. The details of the Provider's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; associations with federal government), and are incorporated by reference here.
- A-8.2.3 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award).** The Provider, and any subcontractor 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 the Provider, subcontractors, or individuals defined (for purposes of this condition) as "employees" of the Provider or of any subcontractor. The details of the Provider's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at

<https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

A-8.2.4 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The Provider, and any subcontractor 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 the 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 on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

A-8.2.5 Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year. The Provider, and any subcontractor at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the Provider (or a subcontractor) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact the Department for guidance, and may not proceed without the express prior written approval of the Department.

A-8.2.6 Restrictions and certification regarding non-disclosure agreements and related matters. The Provider or subcontractor under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may not 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.

A-8.2.6.1 In accepting this award, the Provider—

A-8.2.6.1.1 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

A-8.2.6.1.2 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.

A-8.2.6.2 If the Provider does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

A-8.2.6.2.1 it represents that it has determined that no other entity that the Provider'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 it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

A-8.2.6.2.2 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.

A-8.2.7 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees). The Provider (and any subcontractor at any tier) 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 a 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 Provider must also 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 Provider is to contact the Department, who in turn will contact OVW for guidance.

A-8.2.8 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 the Provider and subcontractors 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.

A-8.2.9 Confidentiality and information sharing. The Provider and any subcontractors agree to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Provider also agrees to comply with the regulations implementing this provision at 28 C.F.R. 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.org/ovw/resources-and-faqs-grantees>.

A-8.2.10 Copyrighted works. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient of STOP funds, for Federal purposes, and to authorize others to do so. In addition, the Provider (or contractor or subcontractor) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

EXHIBIT B - SCOPE OF WORK

B-6. EQUIPMENT

- B-6.1** Notwithstanding anything in **Section C-2.5, Property**, to the contrary, the Provider is authorized to approve the disposal of equipment or property purchased by subcontractors with contract funds.
- B-6.2** The Provider's subcontracts must require subcontractors to remove any sensitive or confidential data in accordance with the Department's Operating Procedure CFOP 50-2, prior to disposing of information technology resources pursuant to this provision.

C-2.5. Property

- C-2.5.5** The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost. The Department's Contract Manager must provide disposition instructions to the Provider. The provider cannot dispose of any property that reverts to the Department without the ContractManager's approval via a Property Disposition Form, incorporated by reference.
- C-2.5.9** The Provider shall include language in its subcontracts requiring all subcontractors to provide an annual inventory of all property purchased with funds provided by this Contract to the Provider. The subcontractor's inventory shall include all data elements described in **Section C-2.5.5** above.

C-2.6. Records and Documentation

- C-2.6.2** The Provider, as appropriate, shall require its subcontractors to maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.

C-2.12. STOP Publications

- C-2.12.1** The Provider, in accordance with STOP Violence Against Women (STOP) federal funding requirements, shall submit for review one (1) copy of all materials and products (written, visual or sound) developed with STOP funding at least twenty-five (25) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, the Provider will revise the material according to Department specifications.
- C-2.12.2** All materials and publications (written, web-based, audio-visual, or any other format) resulting from activities under this Contract shall contain the following statement: "This project was supported by Subgrant No. LN208 awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

C-3. PROVIDER RESPONSIBILITIES

- C-3.3 Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence.** The Provider, and any subcontractor at any tier, must have a policy, or issue a policy within 30 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The policy must address the following: 1) allegations of workplace-related incidents of sexual misconduct, domestic violence, and dating violence by an employee, volunteer, consultant, or contractor; 2) workplace supports for employees, volunteers, consultants, or contractors who are victims of sexual misconduct, domestic violence, or dating violence; and 3) adjudications that will result in an employee, volunteer, consultant, or contractor being prohibited from occupying positions that could undermine the ability of the Provider or subcontractor to carry out the grant-funded project, such as

positions working with victims and other vulnerable populations. A policy may provide that certain adjudications do not prohibit an individual from occupying such a position but must include standards for granting such an exemption for an individual. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

C-5. DEPARTMENTAL DETERMINATIONS

C-5.1 The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients that are served by the Department either directly or through any one of its subcontracted providers.

Agenda Item No. **3DD.S**
RW/MB 7-0
R-2020-117B

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 25, 2020 ☒ Consent ☐ Regular

☐ Ordinance ☐ Public Hearing

Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) Accept on behalf of the Palm Beach County Sheriff's Office a Contract Between the Florida Council Against Sexual Violence (FCASV) and the Palm Beach County Sheriff's Office for a Trauma Informed Sexual Assault Investigations Grant award in the amount of \$100,000 for the period July 1, 2020 through June 30, 2022; and (B) Approve a budget amendment of \$100,000 in the Sheriff's Grants Fund.

Summary: On July 17, 2020 the Palm Beach County Sheriff's Office received a FCASV grant. These funds will be used to hire one full time detective who will be assigned to the Special Investigations Division (SID) to investigate sex crimes against victims ages 11 years of age and older. The grant will also provide Trauma Informed Training to SID detectives responsible for responding to crimes of sexual assault. The PBSO will be reimbursed for personnel costs totaling \$100,000. The PBSO will provide the 25% required match in the amount of \$33,334 through its approved operating budget. One PBSO position is created with this action. An increase in funding from the County will be requested through our annual budget process once the grant ends. Countywide (LDC)

Background and Justification: This agreement shall be performed in accordance with the STOP Violence Against Women Formula Grant Program authorized by the Violence Against Women Act, Title IV of the Violent Crime Control and Law Enforcement Act of 1994 (Public Law No. 103-322), and reauthorized and amended by Public Law No. 106-386 and Public Law No. 109-162, as well as the Council's contract with the Florida Department of Health to administer STOP grant funding. The OAG Catalog of Federal Domestic Assistance (CFDA) Number for this program is 16.588 and FCASV grant number 20STO68.

Attachments:

1. Budget Amendment
2. FCASV Contract

RECOMMENDED BY: [Signature]
DEPARTMENT DIRECTOR

7/27/2020
DATE

APPROVED BY: [Signature]
COUNTY ADMINISTRATOR

8/11/2020
DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0				
Operating Costs	\$133,334				
External Revenues	(\$100,000)				
Program Income					
(County)					
In-Kind Match (County)	\$33,334				

Net Fiscal Impact \$33,334

Additional FTE
Positions 1
(Cumulative)

Is Item Included in Current Budget: YES _____ NO X
Does this item include the use of federal funds: Yes X No _____

Budget Account Fund 1152 Agency 160 Org 2381 Object 3129
No.: _____

Reporting Category _____

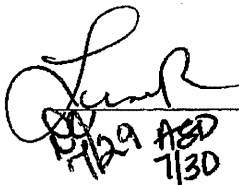
B. Recommended Sources of Funds / Summary of Fiscal Impact:

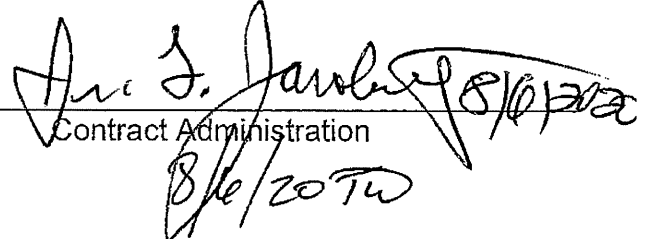
The Trauma Informed Sexual Violence grant is funded by the Florida Council Against Sexual Violence. The required match is 25%; the PBSO will provide a match in the amount of \$33,334, through its approved operating budget. No additional County funds are required until grant funding expires.

FCASV Trauma Informed Grant	\$100,000
25% in-kind match	<u>\$ 33,334</u>
Total Program Budget	\$133,334

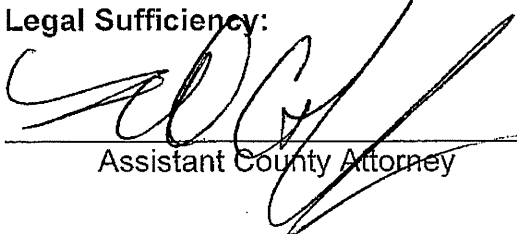
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 7/30/2020
OFMB

 8/10/2020
Contract Administration

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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