

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 12, 2023 [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:

- A) ratify the Mayor's signature on the Standard Contract #COHEC with the State of Florida, Department of Health, for the period of July 1, 2023 through June 30, 2026 to receive appropriation funding from the Florida Legislature in the amount of \$846,117 for sexual assault services to primary and secondary victims of sexual assault.
- B) approve a Budget Amendment of \$775,607 in the Public Safety Grants Fund to recognize the contract award from the State of Florida, Department of Health (DOH).

Summary: The Public Safety Department's Division of Victim Services received a legislative appropriation (CFSA 64.121) for the continuation of advocacy and forensic exam services to victims of sexual assault. Funding is used for rent expenses of the Butterfly House, the forensic exam facility, and personnel to include 2 Victim Advocates, and 1 Sexual Assault Nurse Examiner (SANE) Coordinator. The Victim Advocates provide individual supportive counseling, crisis intervention, legal advocacy, accompaniment, information and referral, and other advocacy services. The SANE Coordinator ensures 24-hour response coverage, documents and collects forensic evidence, conducts forensic rape examinations, assesses patients for medical treatment, and prepares for offender prosecution. This legislative appropriation aims to enhance services historically available to victims of sexual assault. If grant funding ceases, the positions will be deleted from the Victim Services complement. The emergency process was utilized because the new contract was finalized June 14, 2023 and was only accepting electronic signatures through DocuSign and had to be submitted to DOH by June 30, 2023. **No County matching funds are required. Countywide (RS)**

Background and Justification: The Division of Victim Services is the County's only Certified Rape Crisis Center. Since July 1, 2011, the Division of Victim Services has received funding from the State of Florida, Department of Health in the amount of \$282,039 as recurring funds to provide enhanced services to sexual assault victims. Over the past contract cycle (July 1, 2020 through June 30, 2023), 1,530 primary and secondary victims were assisted with 11,612 services by the contract funded advocates. Additionally, SANEs responded to 646 victims, conducted 620 forensic exams of which 217 were performed at the Butterfly House.

Attachments:

- 1) Emergency Signature Memo
- 2) State of Florida, Department of Health Standard Contract, #COHEC
- 3) Budget Amendment

Recommended By:  Digitally signed by Stephanie Sejnoha
Date: 2023.08.22 10:27:15 -04'00'
Department Director **Date**

Approved By:  8/28/23
Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Personal Services	70,507	282,027	282,027	211,520	
Operating Costs	3	12	12	9	
Capital Expenditures					
External Revenues	(70,510)	(282,039)	(282,039)	(211,529)	
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

ADDITIONAL FTE

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

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

Budget Account Exp No: Fund 1426 Dept. 662 Unit 3290 Obj. various Prog. various

Rev No: Fund 1426 Dept. 662 Unit 3290 RevSc. 3429 Prog. ST01

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

Grant: SART Program, COHEC

Fund: 1426 – Public Safety Grants

Unit: 3290 – SART Program

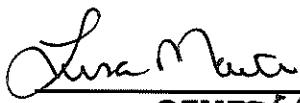
C. Departmental Fiscal Review:

 7/14/23

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III. REVIEW COMMENTS

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

 8/22/23

OFMB
8/14/23

Contract Dev. And Control

7/28/23

B. Legal Sufficiency:

 8/28/23
Assistant County Attorney

C. Other Department Review:

Department Director

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



Interoffice Correspondence

To: The Honorable Gregg K. Weiss, Mayor
Board of County Commissioners

Through: Verdenia C. Baker, County Administrator *VBaker*
Mayor Weiss
Todd J. Bonlarron, Assistant County Administrator *TJB*

From: Stephanie Sejnoha, Director, Public Safety Department *SSejnoha*

Date: June 26, 2023

Subject: Emergency request to electronically sign Contract requiring Board Approval – State of Florida, Department of Health

Digitally signed by
Stephanie Sejnoha
Date: 2023.06.26
13:15:48 -0400'

Department of Public Safety
Division of Victim Services
205 North Dixie Highway, 5.1100
West Palm Beach, FL 33401
(561) 355-2418
FAX: (561) 355-2757
www.pbcgov.com

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**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

Pursuant to PPM CW-F-003, your signature is required for a Contract with the State of Florida, Department of Health (DOH) for the period of July 1, 2023 through June 30, 2026 to receive appropriation funding from the Florida Legislature in the amount of \$846,117 for sexual assault services to primary and secondary victims of sexual assault. **This funding appropriation does not require a County match.** The current contract is expiring on June 30, 2023. The emergency process is being utilized because the new contract was just finalized and **is only accepting electronic signatures** through DocuSign and is due to DOH by June 30, 2023. Staff will work with the Mayor's office to assist with the electronic signature process. Staff will submit the contract to ratify the Mayor's signature at the next available Board of County Commissioner's meeting.

The Division of Victim Services received a legislative appropriation for the continuation of advocacy, and forensic exam services to victims of sexual assault. Funding is used for rent expenses of the Butterfly House, the forensic exam facility, and personnel to include 2 Victim Advocates, and 1 Sexual Assault Nurse Examiner (SANE) Coordinator. The Victim Advocates provide individual supportive counseling, crisis intervention, legal advocacy, accompaniment, information and referral, and other advocacy services. The SANE Coordinator ensures 24-hour response coverage, documents and collects forensic evidence, conducts forensic rape examinations, assesses patients for medical treatment, and prepares for offender prosecution. This legislative appropriation aims to enhance services historically available to victims of sexual assault. The Division of Victim Services has been receiving this appropriation since 2011.

Reviewed by: *[Signature]* 6/27/23
County Attorney Date OFMB Date

Approved by: *[Signature]* 7/12/23
Gregg K. Weiss, Mayor Date

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

If additional information is needed, please contact me at 561-712-6473

CONTRACT SUMMARY

Division/CHD/Office:	Community Health Promotion/ Violence and Injury Prevention Section
Provider Name:	Palm Beach County, a Political Subdivision of the State of Florida by and through its Board of Commissioners
Contract Number:	COHEC
Original Contract Amount:	\$846,117.00
Total Contract Amount (executed actions):	
Original Contract Start Date:	July 1, 2023
Original Contract End Date:	June 30, 2026
New Contract End Date:	

DESCRIPTION OF CONTRACTUAL SERVICES:

Palm Beach County Rape Crisis Treatment Center for the provision of sexual battery recovery services. This is a recurring base appropriations project; \$846,117 for three years at \$282,039 per year. CSFA 64.121.

CONTRACT ACTION:

AMENDMENT(Y/N):	N/A	AMENDMENT AMOUNT:	
CHANGE TO TERM(Y/N):		START DATE:	END DATE:
RENEWAL:	N/A	RENEWAL AMOUNT:	
START DATE:		END DATE:	

DESCRIPTION OF CONTRACT AMENDMENT ACTION:

NEW CONTRACT

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

CFDA No.
CSFA No. 64.121

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT**

Client Non-Client
 Multi-County

THIS CONTRACT, which includes Attachment I and the accompanying attachments and exhibits, is entered into between the State of Florida, Department of Health, hereinafter referred to as the Department", and and Palm Beach County, a Political Subdivision of the State of Florida by and through its Board of Commissioners, hereinafter referred to as the "Provider", each a "party" and jointly referred to as the "parties."

THE PARTIES AGREE:

I. PROVIDER AGREES:

A. To provide services in accordance with the terms specified in Attachment I attached hereto

B. To the Following Governing Law

1. State of Florida Law: This Contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this Contract.
2. Federal Law
 - a. If this Contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II as revised, and other applicable regulations as specified in the Contract.
 - b. If this Contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
 - c. If this Contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
 - d. If this Contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
 - e. If this Contract contains federal funding in excess of \$100,000, Provider must, prior to Contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager and must be completed prior to Contract execution. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
 - f. If this Contract contains federal funds, Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60, as revised.
 - g. If this Contract contains federal funds, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this Contract.
 - h. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, as revised, collectively referred to as "HIPAA."

- i. Use and Disclosure of Confidential Women, Infant and Children (WIC) Information: When applicable, Provider must restrict the use and disclosure of the United States Department of Agriculture (USDA), WIC confidential applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii). If Provider is determined to be a sub-recipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a Data Universal Numbering System (D-U-N-S) number and registering with the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid D-U-N-S number and evidence of registration (i.e., a printed copy of the completed SAM registration) in SAM to the Contract Manager. To request a D-U-N-S number visit <http://fedgov.dnb.com/webform> and to obtain registration and instructions for SAM, visit <https://sam.gov/>.

C. Audits, Records (including electronic storage media), and Records Retention

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract.
2. To retain financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a period of six years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract.
3. Upon completion or termination of this Contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.337, as revised, will have full access to and the right to examine any of Provider's records and documents related to this Contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record-keeping requirements are included in all subcontracts and assignments. Provider agrees to provide such records, papers, and documents, outlined in paragraphs 1 through 4 above, to the Department within 10 business days after the request is made in accordance with section 216.1366, Florida Statutes.
6. If Provider is a recipient or subrecipient as specified in Attachment II, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 as revised, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this Contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures that support Provider's activities not solely authorized under this Contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
 - b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this Contract which evidences that expenditures are:
 - 1) Allowable under the Contract and applicable laws, rules, and regulations;
 - 2) Reasonable; and
 - 3) Necessary for Provider to fulfill its obligations under this Contract.
 All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
 - c. Annual Financial Report. Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this Contract within 45 days from the end of each Contract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this Contract.
 - d. Ensure that funding received under this Contract in excess of expenditures is remitted to the Department within 45 days of the end of each Contract year and the Contract end date.
 - e. Annual Compensation Report: If applicable, Provider must submit Attachment III, Annual Compensation Report, including the most recent Internal Revenue Services (IRS) Form 990, detailing the total compensation for the Providers' executive leadership teams, to the Contract Manager no later than January 31 of each Contract year. Total compensation must include salary, bonuses, cashed-in leave, cash equivalents, severance pay,

retirement benefits, deferred compensation, real-property gifts, and any other payout. If Provider is exempt from filing IRS Form 990, submit Attachment III without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to Provider. In addition, Provider, by executing this Contract, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in Provider's submitted Annual Compensation Reports.

7. **Public Records:** Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the Contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the Contract term and following completion of the Contract if Provider does not transfer the public records to the Department. Upon completion of the Contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the Contract services. If Provider transfers all public records to the Department upon completion of the Contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the Contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this Contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this Contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

8. **Coordination of Contracted Services:** Pursuant to section 287.0575(2), Florida Statutes, if Provider has more than one Contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services Contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each Contracting state agency and the applicable office or program issuing the Contract; b) the identifying name and number of each Contract; c) the starting and ending date of each Contract; d) the amount of each Contract; e) a brief description of the purpose of the Contract and the types of services provided under each Contract; f) the name and contact information of the contract manager.
9. **Cooperation with Inspectors General:** To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
10. **Cooperation with the Florida Senate and the Florida House of Representatives:** Pursuant to section 287.058(7), Florida Statutes, Provider agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as requested. Provider is strictly prohibited from enforcing any nondisclosure clauses that conflict with this requirement.
11. **Exit Transition Services:** If applicable, Provider must provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract to facilitate the orderly transfer of such services to the Department or its designee. If the Department determines that Exit Transition Services are necessary, such services may continue for up to six months after termination, expiration, or cancellation of the Contract, at no cost to the Department, or as agreed upon by the Parties in writing.

D. Monitoring by the Department and Dispute Resolution:

1. **Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this Contract and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this Contract. The Provider must provide the requested records, papers, and documents to the Department within 10 business days after

the request is made. Following the Department's monitoring, the Department may provide the Provider with a written report specifying the noncompliance and request a Corrective Action Plan to be carried out by the Provider. At the sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this Contract for cause, demand the recoupment of funds from subsequent invoices under this Contract, or demand repayment pursuant to the terms set forth in this Contract.

2. **Dispute Resolution:** Any dispute concerning the performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination specified in this Contract.

E. Indemnification and Limitation of Liability

1. **Indemnification:**

- a. This section is not applicable to contracts executed with State agencies or subdivisions, as defined in section 768.28, Florida Statutes.
- b. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
- c. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department. Only adjudication or judgment after the highest appeal is exhausted specifically finding Provider not liable will excuse the performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify.
- d. Nothing in this Contract shall be construed as the Department agreeing to indemnify the Provider.

2. **Limitation of Liability:** For all claims against the Provider under the Contract, and regardless of the basis on which the claim is made, the Provider's liability under the Contract for direct damages will be limited to the greater of \$500,000.00, the dollar amount of the Contract, or two times the charges rendered by the Provider under the Contract. This limitation will not apply to claims arising under the Indemnification paragraph contained in section E.1. above. Unless otherwise specifically enumerated in the Contract, or where such limitation is unconscionable under law, no party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Provider to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. The Department and the State may, in addition to other remedies available to them at law or equity and upon notice to the Provider, retain such monies from amounts due Provider as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The Department and the State may set off any liability or other obligation of the Provider or its affiliates to the Department or the State against any payments due to the Provider under the Contract. Nothing contained herein negates the sovereign immunity protections provided to State agencies or subdivisions, as defined in section 768.28, Florida Statutes.

- F. Insurance:** To maintain insurance sufficient to adequately protect the Department from all liability and property damage and hazards that may result from Provider's performance under this contract. Provider must always hold such insurance during the existence of this Contract and any renewal(s) and extension(s) of it. Upon execution of this Contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability, workers compensation, and property damage insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this Contract. Upon the execution of this Contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program

established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.

- G. Safeguarding Information:** Provider will not use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with State and federal law except upon written consent of the recipient or the responsible parent or guardian when authorized by law.
- H. Assignments and Subcontracts**
1. Assignment: Provider will not assign the responsibility of this Contract to another party without the prior written approval of the Department, which will not be unreasonably withheld. Any assignment or transfer otherwise occurring without the Department's approval will be null and void and the Provider will not be paid for such assigned services. This Contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to perform the Provider's obligations. The Department will be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental entity or as required under Florida law upon prior written notice to Provider.
 2. Subcontracts:
 - a. Provider will be responsible for all work performed and all expenses incurred for this Contract. Provider will not subcontract any work contemplated under this Contract without the prior written approval of the Department. If the Department permits Provider to subcontract under this Contract, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits the Provider to subcontract, such permission will be indicated in Attachment I. If Provider subcontracts any of the services performed under the Contract without obtaining the Department's prior written approval, such action will be null and void and Provider will not be paid for such subcontracted services.
 - b. Unless otherwise stated in the Provider's contract with the subcontractor, payments must be made within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against the Provider to be paid by the Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.
- I. Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Contract that were paid to Provider by the Department. If Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this Contract or through collection proceedings.
- J. Transportation Disadvantaged:** If clients are to be transported under this Contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code, Chapter 41-2 and submit reports as directed by the Department.
- K. Purchasing**
1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): Pursuant to section 946.515(2), Florida Statutes, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the Department insofar as dealings with such corporation are concerned. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459 or visiting <http://www.pride-enterprises.org>.
 2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
 3. MyFloridaMarketPlace Vendor Registration: Each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code, Rule 60A-1.033.

4. MyFloridaMarketPlace Transaction Fee:
 - a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(24), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
 - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the Provider. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Florida Administrative Code, Rule 60A-1.031(2).
 - c. Provider will receive a credit for any Transaction Fee paid by the Provider for the purchase of any item, if such item is returned to Provider through no fault, act, or omission of Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider's failure to perform or comply with the specifications or requirements of this Contract. Failure to comply with these requirements will constitute grounds for declaring the Provider in default and recovering reprocurement costs from the Provider in addition to all outstanding fees. A Provider delinquent in paying transaction fees may be excluded from conducting future business with the State.
5. Alternative Contract Source: This Contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Florida Administrative Code, Rule 60A-1.045.
6. Registered to do Business with the State: All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution.
7. Taxes: The Department is generally exempt from all federal, state, and local taxes and no such taxes must be included in the price of the Contract. The Department will have no responsibility for the payment of taxes that become payable by Provider or its subcontractors in the performance of the Contract.

L. Background Screening Requirements and Drug Screening Requirements:

1. Background Screening Requirements: In the Department's sole and exclusive discretion, it may determine that background screening of some or all of the Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, the Provider agrees to the following:
 - a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
 - b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
 - c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
 - d. Be responsible for any costs incurred in meeting this screening requirement.
2. Drug Screening Requirements:
 - a. If the Provider's officers, agents, employees, subcontractors, or assignees (collectively "individuals") are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this Contract, then a drug test must be performed prior to the individual being allowed to start work under this Contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this Contract until they have been cleared by the Department.
 - b. If at any time while performing services under this Contract reasonable suspicion exists to believe that the Provider's staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, are under the influence of or impaired by drugs, the Department reserves the right to require the individual to undergo drug testing. The Department may require the individual to cease performing services pending drug test results. In the event of a positive drug test, the Provider must notify the Department in writing and at which time the Department may request a replacement of equal or superior skills and qualifications of the prior individual.
 - c. The Provider is responsible for any costs associated with meeting this screening requirement.

M. Civil Rights Requirements:

1. Provider, including its officers, agents, employees, subcontractors, or assignees must review the following policies and procedures as directed by the Department: Policy for Access to Programs and Activities; Procedure

for Access to Programs and Activities; Language and Disability Access Plan; and the Civil Rights Training for Access to Programs and Activities.

2. Upon contract execution and each subsequent year thereafter, the Provider must complete the Department's Civil Rights Compliance Checklist and submit it as directed by the Department.

N. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this Contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractor, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Provider, its officers, agents, employees, subcontractor, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Department in the Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

O. Sponsorship: As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health.*" If the sponsorship reference is in written material, the words "*State of Florida, Department of Health*" will appear in at least the same size letters or type as Provider's name.

P. Final Invoice: To submit the final invoice for payment to the Department as specified in Attachment I or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.

Q. Use of Funds for Lobbying Prohibited: Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

R. Public Entity Crime, Discriminatory Vendor, Antitrust Violator Vendor List, and Scrutinized Companies

1. **Public Entity Crime:** Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. **Discriminatory Vendor:** Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. **Scrutinized Companies:**
 - a. The following paragraph applies regardless of the dollar value of the good or services provided: In

accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

- b. The following paragraph applies only when goods or services to be provided are \$1 million or more: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.
3. **Antitrust Violator Vendor List:** Pursuant to section 287.137(2)(a), "[a] person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
4. **Department Notification Requirements:** Provider must notify the Department in writing if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or the antitrust violator vendor list during the term of the Contract.

S. Patents, Copyrights, Royalties, and Ownership of Property

1. Provider shall not assert any rights to: a) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); b) intellectual property furnished by the Department; and c) any data collected or created for the Department. Provider shall transfer all such intellectual property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. If the Department or State has the authority to assert a right in any of the intellectual property or data, Provider shall assist, if necessary, in the assertion of such right. Provider must inform the Department of any inventions or discoveries developed in connection with this Contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this Contract. All copyrights accruing under or in connection with the performance of the Contract are the sole property of the state of Florida.
3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
4. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
5. Notwithstanding the foregoing, and unless otherwise specified in the Attachment I, Provider's intellectual property rights that preexist this Contract will remain with Provider unless such preexisting software or work was developed under a previous Contract with the Department.

T. Construction or Renovation of Facilities Using State Funds: Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes

of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

- U. Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.
- V. Information Security and Confidentiality of Data, Files, and Records:**
1. **Information Security:** The State requires that all data generated, used or stored by Provider pursuant to this Contract reside and remain in the United States and not be transferred outside of the United States. The State also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.
 2. **Confidentiality of Data, Files, and Records:** Provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this Contract in accordance with applicable state and federal laws, rules, and regulations and any Department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by Provider upon execution of this Contract, including any amendments. The Department will provide any Department program-specific supplemental protocols to Provider and reserves the right to update such protocols throughout the term of the Contract. The Provider agrees that it will continue to comply with all protocols, as updated and supplemented, throughout the duration of this Contract. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant, and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information as defined in 45 CFR § 160.103. Provider must comply with any applicable professional standards of practice with respect to the confidentiality of information.
 3. **Business Associate Agreement:** If applicable, Provider must execute Attachment N/A, Business Associates Agreement prior to receiving any Protected Health Information, as defined in 45 CFR § 160.103, from the Department.
 4. **Acceptable Use and Confidentiality Agreement:** If applicable, and Provider requires access to the Department's network under the Contract, Provider must execute Attachment N/A, Acceptable Use and Confidentiality Agreement prior to accessing the network.
- W. Venue and Remedies for Default:**
1. **Venue:** Venue for any legal actions arising from this Contract must be in Leon County, Florida, to the exclusion of any other jurisdiction unless the Contract is entered into by one of the Department's county health department, in which case, venue for any legal actions will be in the county in which the county health department is located. Each party hereby consents to the jurisdiction of such court and irrevocably waives, to the maximum extent permitted by law, any objection or defense of lack of jurisdiction or inconvenient forum. In the event of a dispute, each party is responsible for their own attorney fees and costs unless otherwise prohibited by law.
 2. **Remedies for Default:** Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in Section III., paragraph B. 3., below.
- X. Force Majeure:** Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If Provider believes an excusable delay has occurred, Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks and deliverables affected by the delay. Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the Contract is tolled for any reason, Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the

event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to Provider.

Y. Employment Eligibility Verification: Provider is required to use the U.S. Department of Homeland Security's E-Verify system, located at www.e-verify.gov, to verify the employment eligibility of all newly hired employees used by Provider under this Contract. Provider must also include in related subcontractors, if authorized under this Contract, a requirement that subcontractors performing work under this Contract use the E-Verify system to verify employment eligibility of all newly hired employees. Failure to comply with the requirements of section 448.095, Florida Statutes, will result in the Contract being terminated.

Z. USDA WIC Services: Provider agrees to abide by the following requirements if the Contract is related to services or commodities being provided to WIC applicants or participants:

Assurance of Civil Rights Compliance: Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Provider agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the USDA shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other Contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Provider, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to agree to abide by these assurances on behalf of the Provider.

- AA. Replacement of Provider staff:** The Department may request the removal or replacement of Provider staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, from performing services under this Contract. The Provider's offered replacement must have equal or superior skills and qualifications of the prior individual.
- BB. Purchase of Motor Vehicles:** Pursuant to section 287.14(3), Florida Statutes, funds received under this Contract cannot be used to purchase or allow for the continuous lease of any motor vehicle unless funds were appropriated by the Legislature. This requirement does not apply to motor vehicles needed to meet unforeseen or emergency situations if approved by the Executive Office of the Governor after consultation with the legislative appropriations committees.
- CC. Pharmacy Benefit Manager Services:** Pursuant to Fla. Exec. Order No. 22-164, if this Contract is for the provision of Pharmacy Benefit Manager Services (PBM), Provider's PBM is prohibited from the use of spread pricing and financial clawbacks. Provider agrees to have data reporting measures, including, but not limited to, data regarding rebates and payments from drug manufacturers, insurers, and pharmacies, if applicable, available to the Department for

review. Any information provided by the Provider may only be collected, shared, or disclosed in accordance with federal and state law, including any relevant privacy laws related to proprietary or confidential information.

DD. Notice Requirements: Any notices provided under this Contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section III.D., below.

II. METHOD OF PAYMENT

- A. **Contract Amount:** The Department agrees to pay the Provider for the completion of the deliverables as specified in Attachment I, in an amount not to exceed **\$846,117.00**, 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.
- B. **Contract Payment:**
1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
 2. Where reimbursement of travel expenses is allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
 3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this Contract specifies otherwise. Except for payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or Contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to the Provider due to preparation errors will result in a payment delay. Interest penalties of less than one dollar will not be enforced unless the Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
 4. **Bonuses:** Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution must be submitted to the Contract Manager for review prior to Contract funds being allocated for such payment. The Department reserves the right to refuse Provider's request to allocate any Contract funds for the payment of bonuses.
 5. **Florida Substitute Form W-9:** Provider is required to submit a substitute W-9 form to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's W-9 must be made on this website; however, if the Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.
- C. **Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.
- D. **Counterparts; Electronic Signatures:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Contract, use of a facsimile, e-mail, or another electronic medium shall have the same force and effect as an original signature.

III. PROVIDER CONTRACT TERM

- A. **Effective and Ending Dates:** This Contract will begin on July 1, 2023 or on the date on which the Contract has been signed by both parties, whichever is later. It will end on June 30, 2026.
- B. **Termination**
1. **Termination at Will:** This Contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Provider will be compensated for any work completed prior to the effective date of the termination.

- 2. Termination Because of Lack of Funds: In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than 24 hours' written notice to Provider. The Department will be the final authority as to the availability and adequacy of funds. Provider will be compensated for any work completed prior to the effective date of the termination.
- 3. Termination for Breach: This Contract may be terminated for material breach upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this Contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Contract. In the event of default, in addition to the Department's right to terminate the Contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees, and witness fees. These remedies shall include offsetting any sums due to Provider under the Contract, and any other remedies at law or in equity.

C. **Modification:** Any modifications to this Contract must be in writing and executed by the parties.

D. **Contract Representatives Contact Information:**

1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is:

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

205 North Dixie Hwy, Suite 5.1100
West Palm Beach, Florida 33401
561-355-1723

3. The name, address, and telephone number of the Department's Contract Manager is:

Sally Hugo
4052 Bald Cypress Way, Bin A-13
Tallahassee, Florida 32399-1721
(850) 558-9657

2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:

Nicole Bishop
205 North Dixie Hwy, Suite 5.1100
West Palm Beach, Florida 33401
561-355-1723

4. The name, address, and telephone number of Provider's representative responsible for administration of the program under this contract is:

Nicole Bishop
205 North Dixie Hwy, Suite 5.1100
West Palm Beach, Florida 33401
561-355-1723

5. Provide written notice to the other party of any changes in the above Contract representative's contact information. Any such changes will not require a formal amendment to this Contract.

E. **All Terms and Conditions Included:** This Contract and its attachments and exhibits as referenced, I, II, III and IV contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is found to be illegal or unenforceable, the remainder of the Contract will remain in full force and effect and such term or provision will be stricken.

IN WITNESS THEREOF, the parties hereto have caused this 41 page Contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above Contract and agree to the terms contained within it.

PROVIDER: PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY AND THROUGH ITS BOARD OF COMMISSIONERS

SIGNATURE: *Gregg Weiss*
273FE8AC1FC0AE
 PRINT/TYPE NAME: Gregg Weiss
 TITLE: Mayor of Palm Beach County
 DATE: 6/30/2023

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: *Mike Mason*
230357AC09E458
 PRINT/TYPE NAME: Shay Chapman, BSN, MBA
 TITLE: Acting Director, Community Health Promotion
 DATE: 6/30/2023

STATE AGENCY 29-DIGIT FLAIR CODE: N/A
 FEID# (OR SSN): F59-6000785
 PROVIDER FISCAL YEAR ENDING DATE: JUNE 2026

BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.

Form Revised April 2023

APPROVED AS TO TERMS AND CONDITIONS

Sevika
 Signature

12 Mike Mason, Assistant Deputy Secretary for Health signed on behalf of the Department of Health and Legal Sufficiency

[Signature]
 COUNTY ATTORNEY

COHEC

ATTACHMENT I

A. Services to be Provided

1. General Description

- a. General Statement: This contract is for the provision of sexual violence victim services.
- b. Authority: Sections 381.005 and 466.002(5), Florida Statutes.

2. Definition of Terms

- a. **Advocate**: Individual employed by Provider to facilitate active and regular negotiations with local law enforcement agencies and medical facilities, to be the first responding advocate for forensic medical exams. The advocate is familiar with the dynamics of sexual assault and relevant community resources, as well as has an understanding of how medical, legal, and social services respond to victims of sexual assault.
- b. **Advocacy and Accompaniment Services**: Assistant services provided by advocates to victims of sexual violence.
- c. **Business Days**: Monday through Friday, excluding state of Florida holidays, which are New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.
- d. **Butterfly House**: Location where the sexual assault forensic exams are conducted, operated by Provider.
- e. **Crime Victim Compensation**: A program regulated by the Florida Office of the Attorney General for payment or reimbursement to victims of violent crimes for funeral, burial, medical, dental treatment expenses, and wage loss as a result of a violence crime.
- f. **Crisis Intervention Counseling**: An in-person response by a trained staff member or volunteer to an individual presenting a crisis related to sexual violence to address immediate emotional and physical needs, within two business days of referral or contact from the victim. Crisis Intervention Counseling sessions include discussions about the effects of sexual violence and possible reactions, active listening and empathic

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

responding, explaining or leading grounding exercises, and exploring options.

- g. Florida Council Against Sexual Violence (FCASV): A sexual assault coalition that serves as a resource to the state on sexual violence issues and provides training and technical assistance to programs offering sexual assault services. The FCASV monitors all certified rape crisis programs throughout the state by regulating the Rape Crisis Program Certification process. FCASV's URL address is <http://www.fcasv.org>.
- h. FCASV Advocacy Core Training (ACT): Includes written material, skill building videos, interviews, worksheets, and activities. Completion of the advocacy core training will satisfy the FCASV certification standard for direct service staff and volunteers.
- i. National Training Standards for Sexual Assault Medical Forensic Examiners: A system of treatment created by the United States Department of Justice that provides details on the roles of responders to sexual assault as part of a coordinated community response. The Standards take a victim-centered approach to sexual assault forensic examinations and emphasize offender accountability.
- j. Primary Sexual Assault Victim (client): A resident or visitor of Florida who is, or has been, the victim of sexual violence.
- k. Quarter: A three-month period of the contract. The quarters for this contract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).
- l. Secondary Sexual Assault Victim (client): The significant other, family member, friend, or any individual impacted by a primary victim's sexual violence.
- m. Sexual Assault Exam: The process for collection of forensic evidence provided for both reporting and non-reporting victims of sexual violence. The exams shall be provided on a 24-hours, 7-days a week basis in a place and manner that protects the victim from re victimization, conforms to the Office of the Attorney General's Protocol and adheres to the usual and customary chain of custody rules.

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- n. Sexual Assault Nurse Examiner (SANE): A forensic nurse who has received special training to conduct sexual assault evidentiary exams for rape victims.
 - o. SANE Program: A program geared toward medical professionals such as advanced registered nurse practitioners, registered nurses, and physicians adhering to the National Training Standards for Sexual Assault Medical Forensic Examiners for adults and adolescents.
 - p. Sexual Violence Data Registry (SVDR): The Department's internet-based data system used to collect data regarding victims served and services provided to sexual assault victims. The SVDR does not accept a victim's personal identifying information. The data registry URL address is: <https://apps.floridahealth.gov/SVR/pages/main1.aspx>.
 - q. Violence and Injury Prevention Section (VIPS): A program within the Department that contracts with outside agencies to provide sexual battery recovery services for victims of sexual assault and several prevention programs.
3. Clients to be Served: Primary and secondary victims of sexual violence who are either referred to the Provider or seek services on their own behalf.

B. Manner of Service Provision

- 1. Scope of Work: Provider will maintain Rape Crisis Program certification throughout the contract term, provide advocates and a SANE to deliver victim services to primary and secondary victims of sexual violence and provide the SANE Program to local providers.
 - a. Task List: Provider will perform the following tasks:
 - 1) Maintain Rape Crisis Program Certification from the Florida Council Against Sexual Violence (FCASV) throughout the contract term. Submit a copy of FCASV certification to the Contract Manager upon contract execution.
 - 2) Provide supervision of Advocates by a staff member who has completed 30 hours of initial training and who has at least two years of supervisory experience. Submit the name of the supervising staff member to the contract manager with the Quarterly Progress Report.
 - 3) Ensure that all newly hired Advocates meet the qualifications listed below and submit documentation of successful completion with the Quarterly Progress Report:

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- a) Complete 30 hours of FCASV Advocacy Core Training (ACT) within 30 days of new employment;
 - b) Possess a minimum of four hours of on-the-job training with a sexual assault program; and,
 - c) Complete a minimum of six hours of ongoing sexual violence training each year.
- 4) Designate a staff member to participate in the VIPS quarterly conference calls no later than August 1. Coordinate with the Department to develop a schedule for the quarterly calls. Ensure the designated staff member participates in each scheduled conference call. Submit the name of the staff member that attended each call to the contract manager with the Quarterly Progress Report.
 - 5) Use the SVDR to obtain a unique victim identification number for all clients. Enter all services provided to clients into the SVDR and create a monthly report of all services provided. Submit the monthly reports to the contract manager with the Quarterly Progress Report.
 - 6) Review and update sexual assault services and resource information a minimum of one time each quarter. Ensure information includes the most currently accepted facts for the topic and submit copies of the updated information with the Quarterly Progress Report.
 - 7) Provide a minimum of 300 advocacy or accompaniment services to various clients each quarter. These services include the following:
 - a) Coordination of follow-up health care, safe housing, or related employment issues;
 - b) Assistance with issues related to medical decisions, police reporting, or any issue related to victim services;
 - c) Communicating with employers, landlords, instructors, or social service providers on the client's behalf;
 - d) Offering resource information related to legal services and remedies without providing legal advice;
 - e) Preparation of individualized assessments or empowerment plans;
 - f) Active monitoring of the case through the legal system;

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- g) Assistance with sexual violence injunctions and other protective and no-contact orders;
 - h) Assistance with Crime Victim Compensation or relocation applications;
 - i) Advocating on the client's behalf with community, governmental, or criminal justice systems;
 - j) Outreach calls or visits to the clients; and,
 - k) Accompaniment to medical exams, appointments, interviews, trials, or sentencing.
- 9) Provide a minimum of 15 in-person or telephone contacts to clients each quarter for the purpose of providing information and referrals. Each contact needs to be a minimum of 15 minutes long. Provide documentation of each call and submit with the quarterly report.
- 10) Provide a minimum of nine sexual assault forensic exams for primary victims of sexual violence, 14 years of age and older, each quarter and ensure proper collection of all evidence. Document all exams in the SVDR for each quarter.
- 11) Provide a minimum of 70 Crisis Intervention Counseling sessions to various clients each quarter to provide crisis support and guidance. Document the number of sessions in the SVDR on a quarterly basis.
- 12) Distribute a minimum of 25 surveys approved by the Department to clients each year of the contract. Submit all returned surveys to the Contract Manager by May 30 of each contract year.
- 13) Provide one SANE Program presentation each quarter to area hospitals or medical providers. Conduct the presentation as follows:
- a) Ensure the SANE hosts each presentation;
 - b) Prepare a presentation agenda and provide it to the participants and an attendance log for participants to sign and date;
 - c) Include a minimum of 15 minutes of information about the SANE program and the Butterfly House; and,
 - d) Submit a copy of the agenda and sign in sheet with the Quarterly Progress Report.

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- 14) Attend a minimum of six community events each year and distribute a minimum of 50 brochures containing information about the available rape crisis services offered by Provider at each event. Document each community event attended and the number of brochures distributed and submit it with the Quarterly Progress Report.
 - 15) Comply with the terms of the Data Security and Confidentiality provisions (Attachment II) at all times throughout the contract term.
 - 16) Prepare a Quarterly Progress Report, that includes at a minimum, the activities completed each quarter, and submit it to the Contract Manager within 25 days from the end of each quarter, but no later than submission of the invoice.
 - 17) Prepare a year-end summary report detailing at a minimum, the number of new clients received in that year, ongoing clients (clients from previous years) served in that year, and the number of services provided to clients throughout the contract year. Include client success stories related to the use of these contract funds. Submit to the Contract Manager by July 30 of each contract year.
- b. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified:
- 1) Quarterly: Provision of sexual assault victim services and training as specified in Task B.1.a.1) through Task B.1.a.17).
- c. Performance Measures: Deliverables must be met at the following minimum level of performance:
- 1) Deliverable B.1.b.1):
 - a) Rape Crisis Program Certification must be maintained as specified.
 - b) Advocates must be supervised as specified.
 - c) Newly hired advocates must be qualified as specified.
 - d) A designated staff member must participate in the VIPS conference calls as specified.
 - e) The SVDR must be used as specified.

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- f) Sexual assault services and resource information must be reviewed and updated as specified.
 - g) A minimum of 300 advocacy or accompaniment services must be provided each quarter as specified.
 - h) A minimum of 15 in-person or telephone contacts must be provided as specified.
 - i) A minimum of nine sexual assault exams must be provided each quarter as specified.
 - j) A minimum of 70 Crisis Intervention Counseling sessions must be provided each quarter as specified.
 - k) A minimum of 25 surveys approved by the Department must be distributed each year as specified.
 - l) A minimum of one SANE Program training must be provided each quarter as specified.
 - m) A minimum of six community events must be attended each year as specified.
 - n) The terms of the Data Security and Confidentiality provisions (Attachment II) must be complied with as specified.
 - o) A Quarterly Progress Report must be prepared and submitted as specified.
 - p) A year-end summary report must be prepared and submitted as specified.
2. Financial Consequences: Failure of Provider to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:

a. Deliverable B.1.b.1):

- 1) Failure to maintain Rape Crisis Program Certification as specified will result in a \$1,000.00 reduction in that quarter's payment amount. An additional reduction of \$100.00 will be assessed on the following quarterly payment for every seven days thereafter until the certification is submitted as specified.

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- 2) Failure to ensure advocates are supervised as specified will result in a \$1,000.00 reduction in that quarter's payment amount.
- 3) Failure to ensure advocates are qualified as specified will result in a \$500.00 reduction in that quarter's payment amount for each advocate not properly qualified.
- 4) Failure to designate staff member to participate in the VIPS conference calls as specified will result in a \$500.00 reduction in that quarter's payment amount.
- 5) Failure to use the SVDR as specified will result in a \$1,000.00 reduction in that quarter's payment amount.
- 6) Failure to review and update sexual assault services and resource information as specified will result in a \$250.00 reduction in that quarter's payment amount. An additional reduction of \$5 a day will be assessed on the following quarterly payment for each day until the sexual assault services and resource information is reviewed and updated as specified.
- 7) Failure to provide a minimum of 300 advocacy or accompaniment services each quarter as specified will result in a \$50.00 reduction in that quarter's payment amount for each service not provided.
- 8) Failure to provide a minimum of 15 in-person or telephone contacts each quarter as specified will result in a \$50.00 reduction in that quarter's payment amount for each contact not provided.
- 9) Failure to provide a minimum of nine sexual assault exams each quarter as specified will result in a \$500.00 reduction in that quarter's payment amount for each exam not provided.
- 10) Failure to provide a minimum of 70 crisis intervention counseling sessions each quarter as specified will result in a \$50.00 reduction in that quarter's payment amount for each service not provided.
- 11) Failure to distribute a minimum of 25 surveys approved by the Department each quarter as specified will result in a \$50.00 reduction in that quarter's payment amount for each survey not distributed.
- 12) Failure to provide a minimum of one SANE Program training each quarter as specified will result in a \$500.00 reduction in that quarter's payment amount.
- 13) Failure to attend a minimum of six community events each year as specified will result in a \$500.00 reduction in the final quarter's payment amount for each event not attended.

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- 14) Failure to comply with the Department's Data Security and Confidentiality Requirements (Attachment II) as specified will result in a reduction of the quarterly invoice in the amount of \$50.00 each week of non-compliance
- 15) Failure to submit a Quarterly Progress Report as specified will result in a \$500.00 reduction in that quarter's payment amount. An additional reduction of \$100.00 a month will be assessed on the following quarterly payment for each month thereafter the Quarterly Progress Report is not submitted as specified.
- 16) Failure to submit a year end summary report as specified will result in a \$1,000.00 reduction in the fourth quarter's payment amount. An additional reduction of \$25.00 every five business days will be assessed on the following quarter's payment for every five business days thereafter the yearly summary is not submitted.

3. Service Location, Times, and Equipment

- a. Service Delivery Location: Services will be coordinated at Provider's location of Division of Public Safety of Palm Beach County, 4210 North Australian Avenue, West Palm Beach, Florida 33407.
- a. Changes in Location: Provider must notify the Contract Manager in writing a minimum of five business days prior to making changes in Provider's location, which will affect the Department's ability to contact the Provider by telephone or at the location specified in Section B.3.a.
- b. Service Times: Service must be provided Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern Time, excluding State of Florida holidays.

4. Staffing Requirement:

- a. Staffing Level: Provider must maintain an adequate administrative and organizational structure sufficient to complete the deliverables under the contract.
- b. Professional Qualifications: Provider will be responsible for the staff affiliated with this program, ensuring they have the education, experience and training necessary to successfully carry out their duties, including any professional licensure or certification, which may be required by law.
- c. Staffing Changes: Notify the Contract Manager in writing within five days of any staffing changes that will affect Provider's ability to complete the deliverables under the contract.

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- d. Subcontractors: Subcontractors are permitted to perform services under this contract with prior approval from the Contract Manager. Notify the Contract Manager in writing within 30 days of any subcontractor or staffing changes that will affect Provider's ability to complete the deliverables under the contract.

B. Method of Payment:

- 1. Payment: This is a fixed price, fixed fee contract. The Department will pay Provider for completion of the deliverables as specified in Section B.1.b, of this contract, a total dollar amount not to exceed \$846,117.00 for the contract term. Payments will be made quarterly in the amount of \$70,509.75.
- 2. Unit of Service: A unit of service will consist of one quarter of completed required deliverables, as specified in Section B.1.b. A quarter of deliverables will include all deliverables due in that quarter, including any monthly or annual deliverables scheduled for delivery in a particular quarter.
- 3. Invoice Requirements: Provider must submit a properly completed invoice to the Contract Manager within 30 days from the end of each quarter. The final quarter's invoice must be submitted within 45 days from the end of each contract year. At a minimum, each invoice must be submitted on the Provider's letterhead and provide the invoice date, deliverable completed, the amount due, a statement certifying the accuracy of the invoice, and the signature of an individual with the authority to bind Provider.
- 4. Supporting Documentation Requirements
 - a. Budget: Attach a copy of the Department approved budget and budget justification for the initial contract year upon contract execution. Each subsequent contract year, the budget must be submitted to the Contract Manager for approval by May 1. Any revisions to an approved budget or budget justification must be submitted to the Contract Manager for review and approval prior to implementation.
 - b. Quarterly Financial Report: Each contract year, the Provider must submit a Quarterly Financial Report in the quarter specified by the Contract Manager. Each Quarterly Financial Report must state, by line item, all contract fund expenditures made by Provider to complete the deliverables under this contract. All Quarterly Financial Reports must be submitted to the Contract Manager within 30 calendar days following the quarter the report is due. For the fourth quarter of each contract year, submit the Annual Financial Report in accordance with section I.C.6.c. of the Department's Standard Contract.

C. Special Provisions:

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2. Renewal: This contract may be renewed on a yearly basis, contingent upon a specific appropriation by the Legislature. Renewals must be in writing, subject to the same terms and conditions as set forth in the initial contract, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.
3. Background Screening Requirements: Provider must conduct background screenings or submit an attestation as specified in section L.1., of the Department's Standard Contract for all Educators hired or maintained during the contract term. Funds from this contract may be used to pay for drug screening.
4. Drug Screening Requirements: Provider must conduct drug screenings or submit an attestation as specified in section L.2., Drug Screening Requirements, of the Department's Standard Contract for all persons providing services under this contract. Funds from this contract may be used to pay for drug screening.
5. Cooperation with the Florida Senate and the Florida House of Representatives: Pursuant to section 287.058(7), Florida Statutes, Provider agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as requested. Provider is strictly prohibited from enforcing any nondisclosure clauses that conflict with this requirement.

END OF TEXT

ATTACHMENT II

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1. _____ **Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23)**. Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2. X **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. _____ **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)** . Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

Note: A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDIT GUIDANCE

PART I: FEDERALLY FUNDED

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. If a recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508- 512.
3. If a recipient expends less than \$750,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Note: Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Recipient's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

1. If a recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If a recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than state funds).

Note: An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: OTHER AUDIT REQUIREMENTS

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the System Organization Controls (SOC) and submit to FDOH a "Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO's contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

TYPES:

1. **SOC 1** – A report on controls over financial reporting.
 - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
 - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)
2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:
 - Oversight of the organization
 - Vendor management programs
 - Internal corporate governance and risk management processes
 - Regulatory oversight
 - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
 - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

PART IV: REPORT SUBMISSION

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient directly to:

A. The Department of Health as follows:

SingleAudits@flhealth.gov

Pursuant to 2 CFR § 200.521, and section 215.97(2), Florida Statutes, recipient shall submit an electronic copy of the reporting package and any management letter issued by the auditor to the Department of Health.

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Files which exceed electronic email capacity may be submitted on a CD or other electronic storage medium and mailed to:

Florida Department of Health
Contracts and Grants Management Unit
Attention: FCAM, Single Audit Review
4052 Bald Cypress Way, Bin B01
Tallahassee, FL 32399-1701.

B. The Auditor General's Office as follows:

One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: flaudgen_localgovt@aud.state.fl.us.

One paper copy mail to:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each of the following:

A. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: https://harvester.census.gov/facweb/

B. When applicable, other Federal agencies and pass-through entities in accordance with 2 CFR §200.331 and § 200.517.

3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

Note: Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.

Revised 09.2021

FDOH, Contracts and Grants Management Unit - Federal Compliance and Audit Management Section

Contract #COHEC

PART V: RECORD RETENTION

Recipient shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six years from the date the audit report is issued and shall allow the Department of Health or its designee, the CFO, or the Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT 1

Contract #: COHEC

Federal Award Identification #: _____

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

Federal Agency 1 _____ CFDA# _____ Title _____ \$ _____

Federal Agency 2 _____ CFDA# _____ Title _____ \$ _____

TOTAL FEDERAL AWARDS \$ _____

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

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

State financial assistance subject to section 215.97, Florida Statutes: CSFA# 64.121 Title Palm Beach County, a Political Subdivision of the State of Florida by and through its Board of Commissioners \$ 282,039.00

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____ Title _____ \$ _____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES \$ 282,039.00

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

Provision of sexual battery recovery services by the certified rape crisis program for 24 hours per day and 365 per year.

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ _____

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ _____

Matching and Maintenance of Effort *

Matching resources for federal Agency(s):

Agency: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Agency: _____ CFDA# _____ Title _____ \$ _____

*Matching Resources, MOE, and Financial Assistance not subject to section 215.97, Florida Statutes or 2 CFR § 200.306 amounts should not be included by recipient 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 section. 215.97, Florida Statutes or 2 CFR § 200.306 is not considered State or Federal Assistance.

Revised 09.2021

FDOH, Contracts and Grants Management Unit - Federal Compliance and Audit Management Section

Contract #COHEC

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

For the purpose of single audit compliance requirements, the Recipient has been determined to be:

- Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- Recipient/subrecipient subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
- Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

For other audit requirements, the Recipient has been determined to be:

- Service Organization (SO) subject to SSAE18 reporting requirements

NOTE: If a recipient is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Recipients who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR § 200.401(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 92; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Recipients who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations

This document may be obtained online through the FIHealth website under Audit Guidance. *Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

End of Text

Revised 09.2021

FDOH, Contracts and Grants Management Unit - Federal Compliance and Audit Management Section

Contract #COHEC

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Part I: Submission to FDOH

Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to recipient and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
 - Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Contracts and Grants Management Unit, Attention: FCAM, Single Audit Review, 4052 Bald Cypress Way, Bin B01, Tallahassee, FL 32399-1701.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4185.

Part II: Submission to Federal Audit Clearinghouse

Click [Here](#) for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click [Here](#) to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

Part III: Submission to Florida Auditor General

Click [Here](#) for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General's Office

EXHIBIT 4 Single Audit Data Collection Form

Part 1: GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

--	--	--	--

b. Are multiple EINs covered in this report Yes No
 c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #

Name of Entity

4. AUDITEE INFORMATION

a. Auditee name:	
Auditee Primary DUNS#:	
b. Auditee address (number and street)	
City	
State	Zip Code
c. Auditee contact	
Name:	
Title:	
d. Auditee contact telephone	
() -	
e. Auditee contact FAX	
() -	
f. Auditee contact E-mail	

5. PRIMARY AUDITOR INFORMATION

a. Primary auditor name:	
b. Primary auditor address (number and street)	
City	
State	Zip Code
c. Primary auditor contact	
Name:	
Title:	
d. Primary auditor contact telephone	
() -	
e. Primary auditor E-mail	
() -	
f. Audit Firm License Number	

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

AUDITEE CERTIFICATION Date ____/____/____

Date Audit Received from Auditor: ____/____/____

Name of Certifying Official: _____
(Please print clearly)

Title of Certifying Official: _____
(Please print clearly)

Signature of Certifying Official: _____

ANNUAL COMPENSATION REPORTING FORM



Attachment III

Guidance

Most tax-exempt organizations are required to file an annual return with the Internal Revenue Service (IRS). Whether your organization meet this IRS filing requirement or is exempt from the IRS 990 filing, the Florida Department of Health (Department) may require this form be completed and submitted annually to support your organization's status with the executive compensation requirements.

Business Legal Name	Street Address Including City, State, and ZIP Code
Telephone	Department Contract #
Email	UEI or DUNS #
FEIN/Tax Id	Parent FEIN/Tax Id (if different)

Check here if 50% or more of your organization's revenues come from Federal, State or Other grant funds

IRS Filing Status

Organization Types

Reported Status

Not Exempt

Exempt From 990

(Must complete all sections below)

Top 5 Highest Paid Officers (Name/Title)

Total Amount Paid in Compensation and Benefits

1. Name/Title
2. Name/Title
3. Name/Title
4. Name/Title
5. Name/Title

I attest that no salary and/or compensation benefits were allocated to Department program funds in excess of the Federal Executive Pay Scale threshold for Level II - **\$197,300** ([Click Here to access the Pay Table](#)).

Signature

Signature of Authorizing Official (Owner/CEO/CFO etc.)

Name

Name/Title of Authorizing Official (Print on form)

Date of Signature

MM DD YYYY

INSTRUCTIONS FOR COMPLETING THE FDOH EXECUTIVE COMPENSATION REPORTING FORM

Most tax-exempt organizations are required to file an annual return. Which form an organization must file with the Internal Revenue Service (IRS) generally depends on the organization's financial activities. This FDOH form when directed by FDOH, must be completed by all organizations (non-profits and pro-profits) who are awarded with state appropriation funds (federal/state) as a recipient of state financial assistance or a sub-recipient of federal financial assistance. Please use the instructions below as a guide for completing each section of the FDOH form.

Business Legal Name	Street Address Including City, State, and ZIP Code
Telephone	FDOH Contract #
Email	UEI/DUNS #
FEIN/Tax Id	Parent FEIN/Tax Id (if different)
Business legal Name	Insert the exact name as shown on the IRS Tax Id registration certificate, Florida Sun Biz, MFMP registration or the organization name on the FDOH contract agreement. If the contract legal name is different from the registered legal name, please coordinate and contact your FDOH's assigned Contract Manager.
Street Address	Input the mailing or physical address including zip code your organization uses for formal communication. This address may be different from the operating address/es where clients receive services
Telephone	Provide a direct ten (10) digits phone contact including extension number when applicable for follow up questions and inquiries.
FDOH Contract #	Insert all contract numbers for which your organization either received from FDOH as assets (equipment) and/or cash receipts during the reporting fiscal year.
Email	Please provide a secure email address for official business communications with FDOH.
UEI/DUNS #	Obtaining a DUNS number is a requirement for all grantees of federal funds. If your organization is funded with any federal funds (e.g. your contract agreement is labeled with an Assistance Listing Number (ALN, formerly CFDA), please input your DUNS or your assigned Unique Entity Identifier (UEI) number in this box.
FEIN/Tax Id	Please insert your exact nine (9) digits registered Tax Identification number. This should be the same as the Tax Id number on the FDOH contractual agreement. If different, please coordinate with your FDOH assigned Contract Manager.
Parent FEIN/Tax Id	If your organization is either a franchise, affiliate or report to a higher group or organization, please include her the parent (higher level) or affiliate organization's Tax Id number.
<input type="checkbox"/> Check here if 50% or more of your organization's revenues come from Federal, State or Other grant funds	
Check Box #1 (50% or More)	Check this box to indicate if your organization total revenues/receipts come from a combination of federal funds, state funds and other grant funds that could include but not limited to local city county municipalities, hospitals, educational institutions, foundations, etc.

<input type="checkbox"/> Not Exempt	Choose an item.	Choose an item.
Check box #2 (Filing Status) – Not Exempt	Checked this box if your organization is required to file a 990 form annually to the Internal Revenue Services which is a requirement for non-profits organizations under the IRS codes. Next, <ul style="list-style-type: none"> ▪ move across under “Organization Types” and select the organization type from the dropdown menu closest to your organization type, then ▪ move across under “Reported Status” and select the IRS 990 form type and reporting status based on the IRS filing for the fiscal year being reported. Next, ▪ move to the “Attestation Box” for completion, signature and submission. 	
<input type="checkbox"/> Exempt From 990	Choose an item.	Choose an item.
Check box #3 (Filing Status) – Exempt	Checked this box if check Box #2 above did not apply to your organization and your organization is exempt from filling an IRS 990 form under the IRS codes. Next, <ul style="list-style-type: none"> ▪ move across and select the organization type from the dropdown menu closest to your organization type, then ▪ move across and select your organization exemption type and/or your total annual receipts range based on the IRS filing criteria. Next, ▪ move to the “Top 5 Highest Paid Officers” to input your organization compensation/benefits. 	
<u>Top 5 Highest Paid Officers (Name/Title)</u>	<u>Total Amount Paid in Compensation and Benefits</u>	
Top 5 Highest Paid Officers	Please list; <ol style="list-style-type: none"> 1) the names, titles and 2) total dollar amounts of the entity's Executive Team highest paid. This includes all benefits, bonuses, severances real-property as gifts, gifts in the form of cash, other payout, cash-in leave etc. If your entity does not have less than 5 employees or executives, list the maximum number as applicable to your entity and insert a comment under the remaining names/titles to indicate the number of individuals employed in your organization or in your executive team (do not leave any of the 5 name/title fields blank). <ul style="list-style-type: none"> ▪ move to the “Attestation Box” for completion, signature and submission. 	
<input type="checkbox"/> I attest that no salary/compensation benefits were allocated to FDOH program funds in excess of the Federal Executive Pay Scale threshold for Level II - \$197,300 (Click Here to access the Pay Table).		
Attestation Check Box	This box Must be checked with an authorizing signature to be considered as a valid submission. Checking this box indicates to the following; <ol style="list-style-type: none"> 1. No individual in your Executive Team received a salary/compensation package greater than the published Federal Executive Pay Scale Threshold (Level II). 2. If the total compensation for any of the top paid executive exceeds the federal threshold, your organization Must submit a separate attachment detailing fund source/s of where the excess salary/compensation amounts are paid or covered by. The attestation signature means that no salary/compensation in excess of the federal threshold was paid from federal/state/other grant funds. 3. Please provide and print the name/title and date of the authorizing signature official who is attesting for the accuracy of this submission. 	

Additional Resources

- [Interactive Form 990 Overview Training](#)
- StayExempt.irs.gov

Exempt Organization Types and Guidance from IRS

- [Charitable Organizations](#)

Organizations organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, educational, or other specified purposes and that meet certain other requirements are tax exempt under Internal Revenue Code Section 501(c)(3).

- [Churches and Religious Organizations](#)

Churches and religious organizations, like many other charitable organizations, may qualify for exemption from federal income tax under Section 501(c)(3).

- [Private Foundations](#)

Every organization that qualifies for tax-exempt status under Section 501(c)(3) is classified as a private foundation unless it meets one of the exceptions listed in Section 509(a). Private foundations typically have a single major source of funding (usually gifts from one family or corporation rather than funding from many sources) and most have as their primary activity the making of grants to other charitable organizations and to individuals, rather than the direct operation of charitable programs.

- [Political Organizations](#)

A political organization subject to Section 527 is a party, committee, association, fund or other organization (whether or not incorporated) organized and operated primarily for the purpose of directly or indirectly accepting contributions or making expenditures, or both, for an exempt function.

- [Other Nonprofits](#)

Organizations that meet specified requirements may qualify for exemption under subsections other than 501(c)(3). These include social welfare organizations, civic leagues, social clubs, labor organizations and business leagues.

EXECUTIVE COMPENSATION DISCLOSURE AND ATTESTATION SURVEY



Guidance

Executive compensation disclosure is a requirement for private organizations receiving public funds. As a recipient or sub-recipient of state and/or federal financial assistance, the Department of Health requires that this **Survey** be completed and submitted annually to disclose your organization's status with state and federal executive compensation pay scale requirements.

Business Legal Name	Street Address Including City, State, and ZIP Code
Telephone	Department Contract #
Email	EUI (a.k.a. DUNS) #
FEIN/Tax Id	Parent FEIN/Tax Id (if different)

Reporting Requirement

Enter Your Organization's Total Annual of Operating Budget

- Operating Budget Amount from State Funds _____
- Operating Budget Amount from Federal Funds _____
- Operating Budget Amount from Other Funds _____

Check here if your organization is "Exempt" from IRS 990 filing

Attestation Statement

I attest that no salary/compensation benefits were allocated to FDOH program funds in excess of the Federal Executive Pay Scale threshold for Level II - \$197,300 ([Click Here to access the Pay Table](#)).

Signature

Signature of Authorizing Official (Owner/CEO/CFO etc.)

Name

Name/Title of Authorizing Official (Print on form)

Date of Signature

MM DD YYYY

INSTRUCTIONS FOR COMPLETING THE FDOH EXECUTIVE COMPENSATION DISCLOSURE AND ATTESTATION SURVEY

This SURVEY must be completed by all organizations (non-profits and pro-profits) who are awarded with state appropriation funds (federal/state) as a recipient of state financial assistance or as a sub-recipient of federal financial assistance. Please use the instructions below as a guide for completing each section of the attestation survey.

Definitions, as used in this form:

- a) Executive means officers, managing partners, or any other employees in management positions.
- b) Total compensation means the cash and noncash dollar value earned by the executive during the organization’s most current reporting fiscal year.

Business Legal Name	Street Address Including City, State, and ZIP Code
Telephone	FDOH Contract #
Email	UEI/DUNS #
FEIN/Tax Id	Parent FEIN/Tax Id (if different)
Business legal Name	Insert the exact name as shown on the IRS Tax Id registration certificate, Florida Sun Biz, MFMP registration or the organization name on the FDOH contract agreement. If the contract legal name is different from the registered legal name, please coordinate and contact your FDOH’s assigned Contract Manager.
Street Address	Input the mailing or physical address including zip code your organization uses for formal communication. This address may be different from the operating address/es where clients receive services
Telephone	Provide a direct ten (10) digits phone contact including extension number when applicable for follow up questions and inquiries.
FDOH Contract #	Insert all contract numbers for which your organization either received from FDOH as assets (equipment) and/or cash receipts during the reporting fiscal year.
Email	Please provide a secure email address for official business communications with FDOH.
UEI/DUNS #	Obtaining a DUNS number is a requirement for all grantees of federal funds. If your organization is funded with any federal funds (e.g. your contract agreement is labeled with an Assistance Listing Number (ALN, formerly CFDA), please input your DUNS or your assigned Unique Entity Identifier (UEI) number in this box.
FEIN/Tax Id	Please insert your exact nine (9) digits registered Tax Identification number. This should be the same as the Tax Id number on the FDOH contractual agreement. If different, please coordinate with your FDOH assigned Contract Manager.
Parent FEIN/Tax Id	If your organization is either a franchise, affiliate or report to a higher group or organization, please include her the parent (higher level) or affiliate organization’s Tax Id number.

<u>Disclosure Requirement of Annual Operating Budget</u>	
Total Annual Operating Budget	For this question, please add all the revenues and assets your organization received last year from all sources (federal, state, local, fees, third party billings, etc.). This includes all the contract or grant amounts you reported in the previous question as grants plus all other assets and revenues that were not reported in the previous question as contract and grant Funding. **Please note, this amount represents your total operating budget and cannot be less than the total amounts you report in the next three questions from contracts/grants. This must be the total of all assets and revenues (grants included).
<ul style="list-style-type: none"> • Total Amount from State Grant Funds 	Please enter the total amount of all contracts/grants your organization received that were identified in the award/contract document with a "Catalogue of State Financial Assistance (CSFA)" Number. Those contracts could have been awarded to your organization directly from a state of Florida Agency or as a pass-through from a non-state entity who had received the funds directly from the state of Florida government.
<ul style="list-style-type: none"> • Total Amount from Federal Grant Funds 	Please enter the total amount of all contracts/grants your organization received that were identified in the award/contract document with a "Catalogue of Federal Domestic Assistance (CFDA)" Number. Those contracts/grants could have been awarded to your organization directly from a state of Florida Agency or as a pass-through from a non-state entity who had received the grant directly from a Federal agency or the state of Florida.
<ul style="list-style-type: none"> • Total Amount from Federal Grant Funds 	Please enter the total amount of all contracts/grants your organization received that were identified in the award/contract document without a "Catalogue of Federal Domestic Assistance (CFDA)" Number or a Catalogue of State Financial Assistance (CSFA)" Number. Those contracts/grant funds are usually awarded by local private (for-profit or not-for-profit) organizations or local government municipalities. <ul style="list-style-type: none"> • Once completed, move to the "Attestation Box" section for completion, signature, and submission
<input type="checkbox"/> Check here if your organization is "Exempt" from IRS 990 filing. Checking this box indicates the following: <ul style="list-style-type: none"> • your organization is classified either as a "for-profit organization" or "non-profit exempt organization" and under the IRS Form 990 reporting requirements for exemption. 	
<input type="checkbox"/> I attest that no salary/compensation benefits were allocated to FDOH program funds in excess of the Federal Executive Pay Scale threshold for Level II - \$197,300 (Click Here to access the Pay Table).	
Attestation Check Box	This box Must be checked with an authorizing signature to be considered as a valid submission. Checking this box indicates to the following: <ol style="list-style-type: none"> 1. No individual in your Executive Team received a salary/compensation package greater than the published Federal Executive Pay Scale Threshold (Level II). 2. If the total compensation for any of the top paid executive exceeds the federal threshold, your organization Must submit a separate attachment detailing fund source/s of where the excess salary/compensation amounts are paid or covered by. The attestation signature means that no salary/compensation more than the federal threshold was paid from federal/state/other grant funds. 3. Please provide and print the name/title and date of the authorizing signature official who is attesting for the accuracy of this submission.

BUDGET SUMMARY

Attachment *W*

Provider Name: Palm Beach County Board Of County Commissioners

Budget Start Date: 07/01/23 **Budget End Date:** 06/30/24


Budget Categories	<u>Current Budget</u>	<u>Budget Adjustment</u>	<u>Revised Budget</u>
A. DIRECT PROGRAM COST:			
SALARIES:	\$ 199,735.00	_____	_____
FRINGE BENEFITS:	\$ 82,292.00	_____	_____
SALARY SUBTOTAL:	\$ 282,027.00	\$ -	\$ -
ITEMIZED DIRECT EXPENSES:			
RENT:	\$ 12.00	_____	_____
UTILITIES:	_____	_____	_____
COMMUNICATION:	_____	_____	_____
TRAVEL:	_____	_____	_____
OFFICE EQUIPMENT:	_____	_____	_____
OFFICE SUPPLIES:	_____	_____	_____
INCENTIVES:	_____	_____	_____
Enter Item	_____	_____	_____
Enter Item	_____	_____	_____
Enter Item	_____	_____	_____
DIRECT EXPENSE SUBTOTAL:	\$ 12.00	\$ -	\$ -

B. ADMINISTRATIVE/INDIRECT COST:

(Administrative/Indirect cost are capped at X% of contract amount.)

ADMINISTRATIVE:	_____	_____	_____
INDIRECT:	_____	_____	_____
ADMIN. SUBTOTAL:	\$ -	\$ -	\$ -
BUDGET TOTAL:	\$ 282,039.00	\$ -	\$ -

BUDGET REVISIONS: This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be supported by the Budget Narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.



Digitally signed by Marlene Diaz
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PSD, OU=Users, CN=Marlene Diaz, E=MDiaz@pbcgov.org
Date: 2023.05.30 13:57:59-04'00'

Provider's Authorized Representative Signature

Contract Manager's Signature of Approval

5/30/23

Date

5/30/23

Date

Contract #: *20HEC*

23 - 0882

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT


BGEX - 662- 062123*1457
BGRV - 662- 062123-526

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 8/17/2023	REMAINING BALANCE
Revenue								
1426-662-3290-3429	State Gmt Other Public Safety	282,039	353,157	775,607		1,128,764		
	Total Revenue and Balance	2,261,834	2,779,959	775,607	0	3,555,566		
Expense								
1426-662-3290-1201	Salaries & Wages	196,355	170,677	539,118	0	709,795	159,449	550,346
1426-662-3290-2101	Fica-Taxes	12,174	11,124	33,425	0	44,549	9,643	34,906
1426-662-3290-2105	Fica Medicare	2,847	2,601	7,817	0	10,418	2,255	8,163
1426-662-3290-2201	Retirement Contributions-FRS	21,246	18,055	65,611	0	83,666	19,230	64,436
1426-662-3290-2301	Insurance-Life & Health	54,000	65,534	129,600	0	195,134	32,623	162,511
1426-662-3290-4410	Rent-Building	12	12	36	0	48	9	39
	Total Appropriation and Expenditures	2,261,834	2,779,959	775,607	0	3,555,566		

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

Signatures

Date
Digitally signed by Mariela Diaz
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PSD,
OU=Users, CN=Mariela Diaz, E=MDiaz@pbcgov.org
Date: 2023.08.22 10:07:19-04'00'
8/22/2023

By Board of County Commissioners
At Meeting of _____
9/12/2023
Deputy Clerk to the
Board of County Commissioners

ATTACHMENT 3