

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 5, 2024 [X] Consent [] Regular [] Ordinance [] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment 1 to Standard Contract #COHEC (R2023-1263) with the State of Florida, Department of Health (DOH), for the period of January 22, 2024 through June 30, 2026.

Summary: On September 12, 2023, the Board of County Commissioners ratified the Mayor's signature on a three-year contract with the DOH in the amount of \$846,117 (R-2023-1263) 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 Forensic Nurse Program Manager. This Amendment was requested by the County in order to expand the qualifications of the Forensic Nurse Manager position in order to attract and retain qualified candidates. Additionally, Amendment 1 to the standard contract deletes and replaces in its entirety Pages 13 to 23, which includes Attachment I of the original contract with the revised Attachment I. Revisions include adding the terms forensic nurse, forensic exam and forensic nurse program manager to the definitions; changing task list terms from medical exams to forensic exams; adding that a Forensic Nurse or Forensic Nurse manager host a presentation each quarter to area hospitals or medical providers; and amending deliverables to require supporting documentation be submitted with the quarterly report. On August 11, 2011, R2011-1223 authorized the County Administrator or designee to execute contracts and amendments utilizing funding from the State of Florida, DOH on behalf of the Board of County Commissioners. 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, forensic nurses responded to 646 victims and conducted 620 forensic exams of which 217 were performed at the Butterfly House. Countywide (RS)

Background and Justification: The Public Safety Department's Division of Victim Services (DVS) is the County's only Certified Rape Crisis Center. Since July 1, 2011, the DVS has received funding from the State of Florida, DOH in the amount of \$282,039 as reoccurring funds to provide enhanced services to sexual assault victims.

Attachment:

- 1) State of Florida, Department of Health Amendment 1 to Standard Contract, #COHEC

Recommended By: [Signature] Department Director Date: 2/5/24

Approved By: [Signature] Assistant County Administrator Date: 2/16/24

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0*</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

ADDITIONAL FTE

POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
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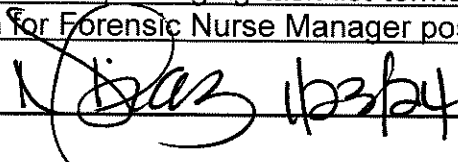
Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X
 Does this item include the use of state funds? Yes X No _____
 Budget Account Exp No: Fund 1426 Dept. 662 Unit 3290 Obj. various Prog. various
 Rev No: Fund 1426 Dept. 662 Unit 3290 RevSc. 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

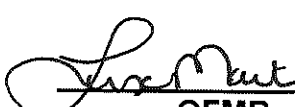
*There is no additional fiscal impact associated with this agenda item. The amendment to the contract is adding definition of terms, changing task list terms, and removing the requirement of a nursing certification for Forensic Nurse Manager position.

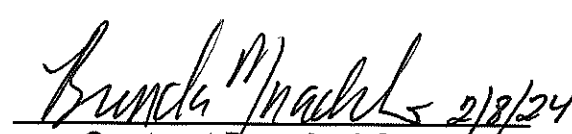
C. Departmental Fiscal Review:

(D)  1/23/24

III. REVIEW COMMENTS

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

 2/7/2024
 OFMB AF 2/10 V.S. 217
 MF 211

 2/8/24
 Contract Dev. And Control

B. Legal Sufficiency:

 2/13/2024
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CONTRACT SUMMARY

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

Division/CHD/Office:	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):	\$846,117.00
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.

CONTRACT ACTION:

AMENDMENT(Y/N):	YES	AMENDMENT AMOUNT:	\$0
CHANGE TO TERM(Y/N):	NO	START DATE:	END DATE:
RENEWAL:	NO	RENEWAL AMOUNT:	
START DATE:		END DATE:	

DESCRIPTION OF CONTRACT AMENDMENT ACTION:

This action will allow the Provider to replace the Sexual Assault Nurse Examiner position with a Forensic Nurse Program Manager position.

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

STATE OF FLORIDA
DEPARTMENT OF HEALTH
CONTRACT# COHEC
AMENDMENT # 1

This amendment, entered into between the State of Florida, Department of Health, hereinafter referred to as "the Department" and Palm Beach County, A Political Subdivision of the State of Florida by and through its Board of Commissioners, hereinafter referred to as "Provider," amends contract #COHEC.

The Department and Provider amend this contract to revise and replace the Attachment I. Accordingly, the contract is amended as follows:

1. Pages 13 to 23, Attachment I are deleted in their entirety and replaced with the revised Attachment I attached hereto.
2. This amendment will begin on October 1, 2023, or the date on which the amendment has been signed by both parties, whichever is later.

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

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

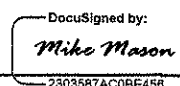
This amendment and all its attachments are hereby made a part of the contract.

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

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

STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED BY: 

SIGNED BY: 

NAME: Verdenia C. Baker

NAME: Shay Holloway, BSN, MBA

TITLE: County Administrator

TITLE: Division Director, Community Health Promotion

DATE: 12/8/2023

DATE: 1/22/2024

FEDERAL ID NUMBER: F59-6000785
APPROVED AS TO TERMS AND
CONDITIONS:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: 
Department Director

By: 
County Attorney

Mike Mason
Assistant Deputy Secretary for Health
Signing on behalf of

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

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- 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. Forensic Exam: The process for collection of forensic evidence provided for both reporting and non-reporting victims of sexual violence and Intimate Partner 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.
- i. Forensic Nurse: A nurse who provides comprehensive care to victims of violence while demonstrating competency in conducting a medical forensic exam, including evaluation for evidence collection; providing effective courtroom testimony; and showing compassion and sensitivity towards survivors of violence.
- j. 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.
- k. Forensic Nurse Program Manager: A manager who coordinates the Forensic Nurse Program. Duties include coordination of outreach to hospitals, coordination of Forensic Nurses and medical follow up staff.
- l. 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.
- m. Primary Sexual Assault Victim (client): A resident or visitor of Florida who is, or has been, the victim of sexual violence.
- n. Quarter: A three-month period of the contract. The quarters for this contract are July through September (first quarter); October through

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December (second quarter); January through March (third quarter); and April through June (fourth quarter).

- o. **Secondary Sexual Assault Victim (client):** The significant other, family member, friend, or any individual impacted by a primary victim's sexual violence.
 - p. **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.
 - q. **Sexual Assault Nurse Examiner (SANE):** A type of Forensic Nurse who has received special training to conduct sexual assault forensic evidentiary exams.
 - r. **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.
 - s. **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>.
 - t. **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 and intimate partner violence who are either referred to 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 Forensic Nurses to deliver victim services to primary and secondary victims of sexual violence, and provide the SANE Program to local providers.

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- 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:
 - 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.

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- 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;
 - 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 Forensic Exams, appointments, interviews, trials, or sentencing.
- 8) 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.
- 9) 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.
- 10) Provide a minimum of 70 Crisis Intervention Counseling sessions to various clients each quarter to provide crisis support and

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guidance. Document the number of sessions in the SVDR on a quarterly basis.

- 11) 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.
- 12) Provide one SANE Program presentation each quarter to area hospitals or medical providers. Conduct the presentation as follows:
 - a) Ensure a Forensic Nurse or Manager Forensic Nurse Program 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.
- 13) 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.
- 14) Comply with the terms of the Data Security and Confidentiality provisions (Attachment II) at all times throughout the contract term.
- 15) 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.
- 16) 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

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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 with submission of supporting documentation as specified in Tasks B.1.a.1) through B.1.a.16).

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.
- 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.

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- 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.
 - 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.

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- 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.
- 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.

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- b. 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.
 - c. 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.
 - 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.
- C. 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.

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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.

D. Special Provisions:

1. 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.
2. 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.
3. 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.
4. 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