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CFDA No. 93.136
CSFA No.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

☐ Client ☒ Non-Client
☐ Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *Department*, and The School Board of Broward County, Florida hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (F.S.)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.081, F.S. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.081, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in §215.473, F.S. Pursuant to §287.135(5), F.S., the Department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the Department shall take civil action against the provider as described in §287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR 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/she is otherwise entitled. All suspected violations must be reported to the Department.

c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, 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, the provider shall comply with all applicable standards, orders, or regulations issued under §308 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1388 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the Department.

e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

f. Not to employ unauthorized aliens. The Department shall consider employment of unauthorized aliens a violation of §274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the provider. The provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1984-1985 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.

h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

D. Audits, Records, and Records Retention

- 1. To establish and maintain books, records, and documents (including electronic storage media) 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 all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) 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 (6) years, the records shall 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 the contract and at the request of the Department, the provider will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Department.
- 5. Persons duly authorized by the Department and federal auditors, pursuant to 45 CFR, Part 92.38(f)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 6. To provide a financial and compliance audit to the Department as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
- 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1998 and OMB Circular A-133, and/or §215.97 F.S., as applicable and conform to the following requirements:
- a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider 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.

Provider must 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 in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

- b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

- 9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

E. Monitoring by the Department

To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the Department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the Department within the specified period

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of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the Department; and (3) the termination of this contract for cause.

F. Indemnification

1. The provider shall be liable for and shall 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 the 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.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the provider of a claim shall not release the provider of the above duty to defend. NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, F.S.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times 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 by §768.28, F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall 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 of Florida. The Department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the Department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the Department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Subcontractor Expenditure Report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To 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 disbursed to the provider by the Department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the Department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, F.S., an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-98ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F.A.C.

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The provider shall submit to the Department the reports required pursuant to Volume 10, Chapter 27, Department of Health Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in §946.515(2) and §(4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-843-8459.

2. **Procurement of Materials with Recycled Content**

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, F.S.

3. **MyFloridaMarketPlace Vendor Registration**

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3) F.A.C.

4. **MyFloridaMarketPlace Transaction Fee**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to §287.057(23), F.S. (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The provider shall receive a credit for any Transaction Fee paid by the provider for the purchase of any item(s) if such item(s) are returned to the provider through no fault, act, or omission of the provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of Department of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the Department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are 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. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an 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 the provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the 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 the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

As required by §286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, 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* shall appear in at least the same size letters or type as the name of the organization.

Q. Final Invoice

To submit the final invoice for payment to the Department no more than 45 days after the contract ends or is terminated. If the 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 reports due from the provider and necessary adjustments thereto have been approved by the Department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, F.S., 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/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 contractor, supplier, subcontractor, or consultant under a contract with

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any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2. Pursuant to §287.134, F.S., 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/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 contractor, 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 §287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall 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 the provider. The 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, the 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 the 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 shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) 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, the provider agrees that, if it disposes of the property before the Department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of Authorization form and sample bank letter are available from the Department.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, §384.29, §381.004, §392.65, and §456.057, F.S. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the Department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$59,039.82 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

Pursuant to §215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of 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 Comptroller pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

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III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on December 1, 2015 or on the date on which the contract has been signed by both parties, whichever is later. It shall end on June 30, 2016.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

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 *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the Department may employ the default provisions in Chapter 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

The School Board of Broward County
1643 North Harrison Parkway
Building H
Sunrise, Florida 33323

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

Amalio Nieves, Diversity, Cultural Outreach and Prevention
The School Board of Broward County, Florida
600 SE 3rd Avenue, 7th Floor
Fort Lauderdale, 33301

3. The name, address, and telephone number of the contract manager for the Department for this contract is:

Clara Harris
780 SW 24th Street
Fort Lauderdale, Florida 33315
(954) 467-4700 ext. 5171

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

Amalio Nieves, Diversity, Cultural Outreach and Prevention
The School Board of Broward County, Florida
600 SE 3rd Avenue, 7th Floor
Fort Lauderdale, 33301

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachment I, Exhibits A-C, Attachment II, Exhibits 1-3 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 shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this 28 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SIGNATURE:

PRINT/TYPE NAME: ROBERT W. RUNCIE

TITLE: SUPERINTENDENT OF SCHOOLS

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN): 59-6000530131

PROVIDER FISCAL YEAR ENDING DATE: 6/30

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

PRINT/TYPE NAME: PAULA M. THAQI, MD, MPH

TITLE: DIRECTOR, DOH-BROWARD

DATE:

FOR PROVIDER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content

For the Board of Broward County - 10-21-15

Office of the General Counsel

ATTACHMENT I

A. SERVICES TO BE PROVIDED

1. Definition of Terms

- a. **Capacity:** Capacity refers to the infrastructure, knowledge, skills, abilities and motivation necessary to implement innovations. There are different types (general vs. innovation-specific) and levels of capacity (individual, organizational, systems). General capacity refers to characteristics (e.g., individual skills; organizational structures and functioning) needed to implement *any* innovation (e.g. developing leadership skills, creating strong partnerships,). Innovation-specific capacity refers to characteristics needed to implement a specific innovation. For example, implementing a teen dating violence prevention initiative requires specific knowledge and skills related to prevention programming, youth development and targeting risk and protective factors for teen dating violence (TDV).
- b. **Dating:** Intimate or romantic behavior between two consenting individuals that may or may not include sexual activity. The duration may range from short-term (e.g., single date or “hooking up”) to long term (e.g., ongoing exclusive relationship), and dating may occur between either same-sex or opposite-sex partners.
- c. **Dating Matters online educator training:** Dating Matters online educator training is a free, online course available to educators, school personnel, youth leaders, and others working to improve the health of teens. It features interviews with leading experts, dynamic graphics and interactive exercises, and compelling storytelling to describe what teen dating violence is and how to prevent it. The training can be found at the following URL- <http://vetoviolence.cdc.gov/>
- d. **Evidence-based Program:** An evidence-based program is one that has been tested with at least one study using a rigorous research design and has been found to be effective in accomplishing the intended outcomes of the program.
- e. **Families for Safe Dates:** Families for Safe Dates targets caregivers of adolescents including parents, foster parents, grandparents or other relatives. The program consists of six booklets delivered by mail that include information and interactive activities for caregivers and teens to complete together, in the home, at times convenient for the family.
- f. **High risk schools/communities:** A school can be considered “high risk” if the local community that contains the school can be shown to have elevated levels of both violent crime (e.g., homicide, aggravated assault, felony assault, sexual assault) *and* economic hardship (i.e., poverty). It will be up to the applicants to demonstrate how the selected schools and/or communities are higher in both violent crime and poverty.
- g. **Readiness:** Readiness is the extent to which individuals, organizations, communities and systems are prepared to successfully receive, implement and sustain innovations. Readiness and capacity are related concepts, and both terms have been used to explain abilities and motivation to implement

innovations. Often, but not always, *capacity* is used when discussing individuals, organizations and systems and *readiness* is used when discussing communities.

- h. **Safe Dates**: A 10-session, teacher administered, evidence-based TDV prevention curriculum proven to reduce risk factors associated with TDV and has been proven effective for both boys and girls. More information can be found at: <http://www.hazelden.org/web/public/safedates.page>.
- i. **Teen Dating Violence (TDV)**: The intentional use of threatened or actual physical force, power, or coercion within the context of dating that has the potential to result in injury, death or psychological harm. Perpetrators of dating violence may be current or former dating partners. Dating violence may consist of any of the following: (1) physical violence; (2) sexual violence; (3) threat of physical or sexual violence; (4) psychological or emotional aggression; and (5) stalking.
- j. **Training and Technical Assistance (T & TA)**: Response-to-request for training and other relevant subject matter expertise in grantee planning, implementation, and evaluation activities; this includes emails, site visits and/or virtual meetings (e.g., phone or video-conference); efforts to reduce barriers to using evidence-based approaches (e.g. travel reimbursement for trainings or assistance purchasing evidence-based curricula).
- k. **Youth Brand Ambassador**: Brand ambassadors are individuals that represent a brand in a positive way and carry the brand message to the target audience. The communication between brand ambassadors and the target audience can be informal or organized, take place in small groups or through one-on-one interactions, and occur in a variety settings. For this initiative, selected brand ambassadors will be slightly older peers, or near-peers, of the target audience, 11-14 year old youth in inner-city high-risk communities.
- l. **NORC**: National Opinion Research Center.

2. General Description

a. General Statement

The Dating Matters Initiative will build on core principles of sustainability, evidence-based practice, and population-based methods to develop, implement, and evaluate a comprehensive approach to promote respectful, nonviolent dating relationships in high-risk urban communities. A comprehensive approach to promoting healthy relationships and preventing teen dating violence (TDV) includes multiple strategies intended to influence teens, parents/caregivers, schools and communities. This initiative will implement a standard and a comprehensive approach to TDV prevention.

The schools/neighborhoods in which the Dating Matters Initiative will be implemented are known to be high-risk and have high levels of both violent crime (e.g., homicide, aggravated assault, felony assault, sexual assault) and economic hardship (i.e., poverty). This contract relates to coordination, training, and technical assistance services in support of the Dating Matters initiative and program implementation and/or evaluation at the following program schools:

Middle Schools

Attucks, Crystal Lake, Deerfield Beach, Gulfstream, Lauderdale Lakes, Apollo, McNicol, Olsen, Pompano Beach, Rickards, Silver Lakes and William Dandy

High Schools

Blanche Ely, Boyd Anderson, Coconut Creek, Deerfield Beach, Dillard, Hallandale, Hollywood Hills, Northeast, Piper, South Broward and McArthur.

b. Authority

The provider will participate in the delivery of the Dating Matters Initiative as required by this contract in compliance with the Federal Centers for Disease Control and Prevention (CDC).

PHS Act, Sec 1706, 42 USC 300u-5, as amended; Sec 2(d), PL 98-551

c. Scope of Services

The provider shall contribute to the implementation of all school related elements of the Dating Matters Initiative. The program is comprised of multiple strategies to promote healthy relationships and prevent TDV in high risk urban communities.

d. Major Program Goals

- (1) Change adolescent dating violence norms.
- (2) Change adolescent gender-role norms.
- (3) Improve conflict resolution skills for dating relationships.
- (4) Promote victim and perpetrator beliefs in need for help and awareness of community resources for dating violence.
- (5) Promote help-seeking by victims and perpetrators.
- (6) Improve peer help-giving skills.

e. Contract Limits

Program shall be implemented in middle schools identified in A.2.a, and surrounding neighborhoods identified by the Department and the provider.

B. MANNER OF SERVICE PROVISION

1. Service Tasks

The provider, working with the Department, will engage in planning, capacity-building, and coordination of school based Dating Matters curricula delivery. The provider shall work with the Department to carry out the following implementation activities of the Initiative involving a standard practice approach in six (6) middle schools, a comprehensive approach in six (6) middle schools and their neighborhoods, and support of evaluation activities at all program schools:

- a. Coordinate implementation of Safe Dates Curriculum in six (6) middle schools receiving standard practice (Attucks, Crystal Lake, Lauderdale Lakes, Pompano Beach, Rickards, and Silver Lakes). Safe Dates consists of ten (10), Forty-Five (45) minute sessions and is administered by teachers during the school day. Coordinate implementation of student curricula in six (6) middle schools participating in the comprehensive approach (Deerfield Beach, Gulfstream, Apollo, McNicol, Olsen, and William Dandy). Curricula are teacher-administered during the school day. Curricula length ranges from Six (6) - ten (10) forty-five (45) minute sessions, depending on grade.
- b. Work with school lead teachers and staff to adhere to work plan.
- c. Support implementation of Parent/Family Curricula with parents/caregivers of youth participating in the schools offering a comprehensive approach.
- d. Utilize CDC's TDV prevention training, Dating Matters on line educator training, for all educators and staff in the six (6) schools involved in the implementation of the comprehensive approach. Dating Matters on line educator training is a free, sixty (60) minute web-based training.
- e. Support implementation of Communications Initiative in Neighborhoods Implementing the Comprehensive Approach.
 - (1) Collaborate with youth brand ambassador program (consisting of high school students at the schools identified in section A.2.a. of this Attachment) to support the communication effort as needed. This may include facilitating discussions between the Department staff and school-based staff on planning and implementation of youth brand ambassador events or other activities in support of the youth brand ambassador attempts to reach school-based audiences.
 - (2) Support efforts by the Department to coordinate with local business, community-based organizations, and partners to enhance the reach of the communications initiative.
- f. Policy Development and Implementation in Schools and Neighborhoods Implementing the Comprehensive Approach.
 - (1) Work with the Department, CDC and/or designee to address policy gaps and needs, promote and support the development and enhancement of local (e.g., school, neighborhood) policy strategies that address teen dating violence prevention in schools/neighborhoods implementing the comprehensive approach.
 - (2) Track aspects of policy development, implementation, and if appropriate, effectiveness as related to Broward County School Board policy.
- g. Build Capacity of Public Health System to Support TDV Prevention Programs.
 - (1) Continue to utilize the tool developed by CDC to assess the capacity and readiness to successfully implement TDV Prevention programs in schools.
 - (2) Continue to address capacity gaps identified to improve implementation of

Dating Matters Initiative in schools.

- h. Support partnership with advisory/key leadership for the purpose of ongoing feedback and continuous quality improvement.**

Prevention Specialist will attend Dating Matters Advisory Group Meetings.

- i. Provide support and collaborate on CDC-directed Cross-site Evaluation.**
 - (1) Work with CDC and NORC to assist in conducting student outcome evaluation.**
 - (2) Collect and record process evaluation data.**
 - (3) Collect data on implementation, employing methods and performance measures.**
- j. Develop Surveillance/Indicator Tracking System for TDV.**

Monitor and analyze pre-existing school based data sources/TDV tracking system.
- k. Train Student Curriculum Implementers. Arrange for substitute teachers as needed to facilitate implementer attendance. Provide materials at time of training.**
- l. Collect Families for Safe Dates forms in the schools offering comprehensive approach.**
- m. Maintain student curricula implementation records.**
- n. Collect, review and send session logs to RTI International (RTI) within twenty-four (24) hours of collection.**
- o. Facilitate distribution of supplies to all twelve (12) participating Middle Schools.**
- p. Collect attendance sheets from Lead Teachers and send to NORC within forty-eight (48) hours of collection.**
- q. Participate in monthly CDC mega calls with all sites.**
- r. Participate in monthly NORC call.**
- s. Participate in RTI calls every two (2) weeks.**
- t. Provider shall submit a monthly report (Exhibit C) to the Contract Manager as follows:**
 - (1) Monthly report due thirty (30) calendar days after the end of month containing the following:**
 - (a) Report of number and purpose of meetings attended, technical assistance services provided (including site visits, and other form of support as outlined under performance specifications) with details of services provided and specific school(s) served, activities started, status**

of ongoing activities and description of status on progress of outcome completion and achievement of Performance Measures of Effectiveness according to the work plan.

- (b) Identification of barriers to completion of outcomes and discussion of any failures.

2. Deliverables

- a. Provider shall coordinate implementation of Safe Dates Curriculum in six (6) middle schools receiving standard practice and student curricula in six (6) middle schools participating in the comprehensive approach and shall provide technical assistance and coordination including site visits to program schools, guidance and training of student curricula implementers, collection of relevant session documentation and other activities as outlined under Performance Specifications.
- b. Provider shall participate in monthly CDC mega calls which will include all program participating schools.
- c. Provider shall participate in monthly evaluation telephone calls with NORC.
- d. Provider shall participate in one (1) call every two (2) weeks with RTI.
- e. Provider shall submit a monthly report to the Contract Manager as described in section B.1.t of this Attachment.

3. Performance Measures: Deliverables must be met at the following minimum level of performance:

- a. Provider will provide a minimum of twelve (12) instances of technical assistance each month representing at least one (1) instance of technical assistance for each of the Dating Matters program middle schools. Services will be logged in the monthly provider report.
- b. Provider shall participate in one (1) CDC mega call each month.
- c. Provider shall participate in one (1) evaluation call with NORC per month.
- d. Provider shall participate in one (1) call every two (2) weeks with RTI.
- e. Provider shall submit monthly report pursuant to section B.1.t of this Attachment.
- f. Provider shall submit a monthly invoice within thirty (30) calendar days following the end of the month for which reimbursement is being requested.

4. Financial Consequences

- a. If provider fails to provide at least one (1) instance of technical assistance to each of the twelve (12) program middle schools in a given month, the Department shall deduct three percent (3%) of that month's invoiced amount for each school not contacted.

- b. If provider fails to participate in a monthly CDC mega phone call for any given month, the Department shall deduct one percent (1%) of that month's invoiced amount.
- c. If provider fails to participate in a monthly evaluation call with NORC for any given month, the Department shall deduct one percent (1%) of that month's invoiced amount.
- d. If provider fails to participate in either phone call with RTI for any given month, the Department shall deduct one percent (1%) of that month's invoiced amount.
- e. If provider fails to submit an accurate contractually required monthly report within thirty (30) days following the end of the month being reported, the Department shall deduct three percent (3%) from the invoiced amount.
- f. If provider fails to submit monthly invoice within 30 calendar days following the end of the month for which reimbursement is being requested, the Department shall deduct three percent (3%) from the invoiced amount.

5. Staffing Requirements

a. Staffing Levels

The Department will be contracting with the provider for a Full-Time (40 hours per week) Prevention Specialist (PS). The PS should be an experienced Licensed Mental Health Counselor or comparable who has worked within the education system and in prevention programming for a minimum of three years. The PS should have an advanced degree in Social Sciences and have successfully participated in similar data-driven prevention initiatives programs such as CHAMPs or the Olweus Bullying Prevention Program. The PS should also have experience in developing policies related to anti-bullying and dating violence. The PS should have experience as a certified trainer with all ages and populations, ensuring the important message of dating violence prevention will be received using the most effective strategies.

b. Staffing Changes

Provider must submit written notification to the Contract Manager within five days of change in staff.

c. Subcontractors

Subcontracting is not allowed under this agreement.

6. Service Location and Equipment

a. Service Delivery Locations

Attucks Middle: 3500 N 22 Avenue, Hollywood, FL 33020
Crystal Lake Middle: 3551 NE 3 Ave, Pompano Beach, FL 33064
Deerfield Beach Middle: 701 SE 6th Avenue, Deerfield Beach, FL 33441
Gulfstream Middle: 120 SW 4 Avenue, Hallandale Beach, FL 33009
Lauderdale Lakes Middle: 3911 NW 30th Avenue, Lauderdale Lakes, FL 33309
Apollo Middle: 6800 Arthur Street, Hollywood, FL 33024

Apollo Middle: 6800 Arthur Street, Hollywood, FL 33024
McNicol Middle: 1602 S 27 Ave, Hollywood, FL 33020
Olsen Middle: 330 SE 11 Terrace, Dania, FL 33004
Pompano Beach Middle: 310 NE 6 Street, Pompano Beach, FL 33060
Rickards Middle: 6000 NE 9th Avenue, Oakland Park, FL 33334
Silver Lakes Middle: 7600 Tam O'Shanter Boulevard, North Lauderdale, FL 33068
William Dandy Middle: 2400 NW 26th Street, Fort Lauderdale, FL 33311

b. Service Times

Services will be provided as planned during the school year.

c. Changes in Location

Provider cannot change the school sites specified in this contract.

d. Equipment

- (1) For the six (6) middle schools implementing standard practice (Attucks, Crystal Lake, Lauderdale Lakes, Pompano Beach, Rickards, and Silver Lakes) the Department will provide the copies of Safe Dates, which will be implemented in 8th grade.
- (2) For the six (6) middle schools implementing the comprehensive approach (Deerfield Beach, Gulfstream, Apollo, McNicol, Olsen, and William Dandy), the Department will provide:
 - (a) Copies of CDC-developed student curricula that will be implemented in 6th and 7th grades.
 - (b) Safe Dates curriculum to be implemented in 8th grade.
 - (c) The following parent focused curricula to be made available at schools for parent/guardians wishing to review:
 - i. CDC-adapted Parents Matter! (adapted for use with TDV) curricula to be implemented with parents/caregivers of students in 6th-7th grade.
 - ii. Families for Safe Dates workbooks to be implemented with parents/caregivers of students in 8th grade.

7. Monitoring and Evaluation Methodology

The contract manager or designee will monitor the contract on an ongoing basis to determine the provider's compliance with the terms of the contract.

C. METHOD OF PAYMENT

1. Cost Reimbursement

a. Payment

This is a cost reimbursement contract. The Department shall reimburse the provider for allowable expenditures incurred pursuant to the terms of the contract for a total dollar amount not to exceed **\$59,039.82**, subject to the availability of grant funds awarded by the (CDC) and annual appropriation by the State Legislature.

b. Invoice Requirements

- (1) The provider shall request reimbursement on a monthly basis through submission of a properly completed invoice (Exhibit A) within thirty (30) calendar days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation. The invoice will include the amount of unobligated expenses for each line item.
- (2) Payment may be authorized only for allowable expenditures on the invoice that are in accord with the limits specified on the approved line-item budget and narrative (Exhibit B). The approved line-item budget (Exhibit B) may be modified without formal amendment by redirecting allocations between line items in an amount not to exceed 20% of the of the total contract budget subject to obtaining the prior written approval of the contract manager. The provider shall submit a written request that includes justification supporting the requested change. The modification will be effective the date the contract manager approves the modification.

c. Supporting Documentation Requirements

- (1) Professional Services Fees on a Time/Rate Basis: The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate times the number of hours worked, must be stated. Supporting documentation must be included detailing the hours represented on the invoice that the PS worked on this contract. Such documentation should include timesheets or a time log and copies of canceled payroll checks. State of Florida, Department of Financial Services (DFS) reserves the right to require further documentation on an as-needed basis.
- (2) Postage and Reproduction: Paid invoices and/or receipts must support purchases made from outside vendors. Purchases for all in-house postage (postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
- (3) Expenses: Receipts are required for all expenses incurred for which reimbursement is sought.
- (4) Travel: For all travel expenses, the Department travel voucher, "State of Florida Voucher for Reimbursement of Traveling Expenses," forms DH676A and/ or DH676B must be submitted. Receipts for expenses incurred during authorized travel are required for reimbursement (original copies preferred). For conference travel, prior approval must be certified on "State of Florida Authorization to Incur Travel Expense," form C-676C (with a copy of the conference program or agenda attached (see DOHP 56-37-11, "Travel Reimbursement" policy, a copy of which has been given to the Provider). Forms will be provided to provider as needed.
- (5) Service Delivery Documentation: The provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom and the date(s) on which services were provided so an audit trail documenting services provided is available.

D. SPECIAL PROVISIONS

Cooperation with Inspectors General

Provider acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to § 20.055 (5), F.S.

E. EXHIBITS

- 1. Exhibit A – Invoice**
- 2. Exhibit B - Line Item Budget**
- 3. Exhibit C - Monthly Provider Report**

EXHIBIT A
Invoice
Dating Matters Contract BW525
12/1/2015-6/30/2016

Provider: The School Board of Broward County, FL
Budget Office- Grants
600 SE 3rd Avenue, 9th Floor
Ft. Lauderdale, FL 33301

Request for Reimbursement of Expenditures during Period _____ to _____:

Title	Fiscal Year Budget	Current Invoice Expenditure	YTD Expenditure	Unobligated
I. Personnel				
Prevention Specialist (PS)	\$49,651.15			
Personnel Sub-Total	\$49,651.15			
II. Operating Expenses				
Substitute Teachers:	\$2,520.00			
Local Travel:	\$434.25			
Out of State Travel:	\$2,541.00			
Office Supplies:	\$385.00			
Copy Supplies:	\$122.00			
Cellular Phone Service:	\$350.00			
Postage:	\$225.00			
Administrative Rate (5%)	\$2,811.42			
Total	\$59,039.82			

Prepared By: _____ Title: _____ Date: _____
Signature

Printed Name: _____

Approved By: Contract Manager: _____ Date: _____

Contract Manager Supervisor: _____ Date: _____

EXHIBIT B
Budget
Narrative and Cost
12/1/2015-6/30/2016

Title	Narrative	Cost
I. Personnel		
Project Prevention Specialist (PS)	PPS has oversight of Dating Matters within each school as he/she provides trainings and curriculum. Salary and Benefits. Fringe Benefits include FICA, Retirement, Unemployment Insurance, Worker's Comp., Health Insurance	\$49,651.15
Personnel Sub-Total		\$49,651.15
II. Operating Expenses		
Substitutes Teachers:	SBBC will provide substitute teachers schools as needed to facilitate training of lead student implementers.	\$2,520.00
Local Travel:	The PS will travel to schools, neighborhood venues and meetings. Approximately 150 miles per month for 11 months. Mileage will be reimbursed at the state rate of \$0.445 per mile.	\$434.25
Out of State Travel	The PS will attend a Dating Matters Grantee conference and a professional development conference.	\$2,541.00
Office Supplies	General office supplies to be used by staff members to carry out daily activities of the program.	\$385.00
Copy Supplies	Copy supplies will be used to make copies by staff members for use at meetings and at schools.	\$122.00
Cellular Phone Service	The cell phone reimbursement is the standard yearly rate provided to any SBBC employee who utilizes his/her cell phone for work related activities. The cell phone is necessary for the PPS to be accessible to all parties and much of his/her time will be spent away from the home office, traveling to school sites.	\$350.00
Postage	Postage for mailings to schools, parents, advisory committee, etc.	\$225.00
Operating Sub-Total		\$6,577.25
Contract Sub-Total		\$56,228.40
Admin. Rate 5%		\$2,811.42
Contract Total		\$59,039.82

Exhibit C

Monthly Provider Report

1. Report of meetings attended, schools visited, activities started, status of ongoing activities and description of status on progress of outcome completion and achievement of Performance Measures of Effectiveness according to the work plan.

ii. Identification of barriers to completion of Outcomes and discussion of any failures.

III. Enter X in TA or MTG depending on what you did.

Monthly Provider Report During Pay Period: _____ to _____:

[illegible]**Total number of school TA for month:****Total number of meetings attended this month:**

Prepared By: _____ **Title:** Master Trainer **Date:** _____

Signature

Printed Name: Aimee Wood

Approved By: Contract Manager: _____ **Date:** _____

Contract Manager Supervisor: _____ **Date:** _____

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part §200.500, formerly OMB A-133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 2 CFR Part §200.500.

1. In the event that the provider expends \$750,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part §200.501. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider 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 by 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part §200.508 - §200.512.
3. If the provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider 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 Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. 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 agreement involved. If not otherwise disclosed as required by 2 CFR Part §200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each agreement 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 the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the

provider 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; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider 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, the provider 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 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 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 the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. 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 agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement 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 the provider'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 the provider'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 agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part §200.512 will be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.

2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

: SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

B. The Auditor General's Office at the following address:

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

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part §200.512, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR Part §500.512 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement 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 Auditor General access to such records upon request. The provider 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

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

Federal Program 1 HHS Centers for Disease Control and Prevention CFDA 93.136 Title Injury Prevention and Control Research and State and Community Based Programs \$59,039.82

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

TOTAL FEDERAL AWARDS \$59,039.82

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 Sec. 215.97, F.S.: CSFA# _____ Title _____ \$ _____

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

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$ _____

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

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

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

Matching and Maintenance of Effort *

Matching resources for federal program(s):

Program: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Program: _____ CFDA# _____ Title _____ \$ _____

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

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, and/or Section 215.97, Fla. Stat. Providers 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. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR Part §200.38, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers 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.

In accordance with 2 CFR Part §200 and/or Rule 69I-5.006, FAC, provider has been determined to be:

- ☐ Vendor not subject to 2 CFR Part §200.38 and/or Section 215.97, F.S.
☒ Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or Section 215.97, F.S.
☐ Exempt organization not subject to 2 CFR Part §200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; 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 or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.5006, FAC [state financial assistance] and 2 CFR Part §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers 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:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part §200.416 – Cost Principles*
- 2 CFR Part §200.201 – Administrative Requirements**
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part §200.400-.411 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR Part §200.418 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- 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 Part §200.400(5) (c).

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

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

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement

Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at [FCAM/Single Audit Review section](#) by selecting "Single Audit Review" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein. Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

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 the Provider 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: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.
- 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 2009-10 fiscal year for the City of Gainesville, the document should be entitled 2010 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) 245-4444 ext. 3046.

Single Audit Data Collection Form

GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

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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:

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 Part §200.512 and/or Section 215.97, Fla. 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: _____