

**Prevention Partnership Grant LPZ08  
Addendum #2**

**(1) Pg. 5 Definitions**

“Resource Assessment”-delete this definition in its entirety.

**(2) Page 42 Exhibit J: “Resource Assessment”-delete this definition in its entirety.**

**(3) PG. 20, Application Submission**

Delete: 1317 Winewood Boulevard, Building 6, Room 231 and replace with: 1317 Winewood Boulevard, Building 6, Room 300, Tallahassee, Fl. 32399-0700

**(4) Pg. 20-21: Schedule of Events**

Replace call in number with the following: 888-670-3525. Replace pin number with the following: 8007400450. Call time is 10:30 a.m. – 1:00 p.m. Eastern Daylight Savings Time.

**(5) Pg. 14 Replace Application Order and Content Instructions with the following:**

**Application Order:**

Each application will consist of the following information listed below and shall be bound in the following order.

- Statement of Need
- Major Program goal
- Service Area
- Proposed Target Population
- Proposed Participants
- Program/Strategy Justification
- Direct Evidence Based Prevention Program and Strategy Detail
- Indirect Evidence Based Prevention Strategies detail
- Evidence Based Strategy Detail
- Project Master Schedule
- Budget
- Descriptions of Staffing Required and Organizational Capacity Required to Complete Tasks
  - Program Structure
    - Organizational Chart
    - Staffing Narrative
    - Grant funded job descriptions
    - Training
    - Letters of Commitment
  - Organizational Qualifications
    - Organizational Qualifications and Credentials
    - Information Technology Capacity
    - Prevention Specific Qualifications
    - Community Involvement
    - Target Population Involvement
    - Financial Management

**(6) Pg. 22-23**

Replace Part 1 Mandatory Requirements with the following:

**Mandatory Requirements**

**Part 1:**

- Cover Letter

Insert a cover letter on the letterhead of the lead applicant organization, school or school district. Include the following information:

- Name of the project
- Project partners
- Proposed start date
  - Name and contact information for the person to whom inquiries about the application should be directed
- Total amount requested in the grant application
  - 2012 PPG Application Packet Checklist (Exhibit A)
  - Prevention Partnership Grant Fact Sheet (Exhibit C)
  - Statement of Mandatory Assurances (Exhibit D)
  - Community Needs Assessment Logic Model (NALM) (must be no older than 2009)
  - Comprehensive Community Action Plan (CCAP)

- **Part 2: Award Negotiation Qualification Criteria**

- Grant Project Overview
- Project Work plan
- Project Master Schedule
- Project Budget Form (Exhibit E) & Budget Narrative

(7) Pg. 29: Replace Exhibit B with the following Exhibit B:

**EXHIBIT B**  
**Mandatory Requirements**

Part 1: Mandatory Requirements:

Failure to comply with all mandatory requirements will render an application non-responsive and ineligible for further evaluation.

#	Mandatory Requirement	Met?
1	Was grant application received by the time and date specified in the Grant Application?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Were one (1) original, (1) CD and three (3) copies of grant application supplied?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Did the applicant complete and submit all of the application documents? <ul style="list-style-type: none"> <li>▪ Cover Letter</li> <li>▪ Application Packet Checklist (Exhibit A)</li> <li>▪ Prevention Partnership Grant Fact Sheet (Exhibit C)</li> <li>▪ Statement of Mandatory Assurances (Exhibit D)</li> <li>▪ Community Needs Assessment Logic Model (NALM)</li> <li>▪ Comprehensive Community Action Plan (CCAP)</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Did the application provide responses to Part 2: Award Negotiation Qualification Criteria? <ul style="list-style-type: none"> <li>▪ Grant Project Overview</li> <li>▪ Grant Project Work plan</li> <li>▪ Grant Project Master Schedule</li> <li>▪ Project Budget form (Exhibit E) &amp; Budget Narrative</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Did the application provide responses to Program/Strategy Justification Criteria section?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Did the budget include a 25% cash or in-kind match as required by F.S. 397?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**(8)** Pg. 41: Replace Exhibit J with Exhibit J and Exhibit K as follows:

**PREVENTION PARTNERSHIP GRANT AGREEMENT****[NAME OF PROVIDER INSERTED HERE]****and****State of Florida****Department of Children and Families**

**WHEREAS** the Department of Children and Families (hereinafter referred to as the Department) has been tasked by section 397.99, F.S., to administer Prevention Partnership Grant (PPG) funds appropriated for the purpose of awarding prevention partnership grants to schools, or community-based organizations in partnership with schools, for the development of effective substance abuse prevention and early intervention strategies for school age populations, and

**WHEREAS** the Department has received a grant application from [Providers name inserted here] (hereinafter Provider), and

**WHEREAS** it appears to the Department that there is a need to provide the services described in that application,

**NOW, THEREFORE, the Department hereby awards the sum of [\$000,000] to Provider under the following terms and conditions:**

**1. Application**

The application filed with the Department by the Provider dated [00/00/12] and attached to this agreement is hereby incorporated within this agreement as is fully set out at length here.

**2. Definitions of PPG Terms**

The following definitions are used throughout this agreement to explain key terms used in the Prevention Partnership Grant program.

- a. Community.** A collaborative partnership between local community substance abuse coalitions with the primary goal of addressing underage alcohol issues in the surrounding communities.
- b. Comprehensive Community Action Plan (CCAP).** A community's data-driven strategic response to change conditions and factors that underlie alcohol and other drug problems and related consequences. The plan includes two goals: 1) to achieve a long-term change in a substance abuse behavior pattern and 2) to build community and organization capacity to effectively achieve the identified outcome. The plan defines short term and intermediate objectives for tracking progress toward goal achievement.

- c. **Culturally Competent.** Acknowledging and incorporating variances in normative acceptable behaviors, beliefs and values in determining an individual's mental wellness/illness and incorporating those variances into assessments and treatment that promotes recovery.
- d. **Direct Prevention.** Level 1 Prevention Programs include persons participating in Universal and Selective programs in cost center 16. Level 1 Prevention Programs address subgroups of the general population that are at a higher risk of substance abuse than the general population. The mission is to provide individuals with the information and skills necessary to prevent the abuse of substances. This is an unduplicated count of participants. Level 2 Prevention Programs include persons participating in Indicated programs in cost center 16 and all programs in cost center 17. Level 2 Prevention Programs are designed to prevent the onset of substance abuse in individuals who do not meet the DSM-IV criteria for addiction but who are showing early danger signs in the form of multiple risk factors. The mission of Level 2 Prevention Programs is to identify individuals who are exhibiting early signs of substance abuse and other problem behaviors associated with substance abuse and to target them with special programs. This is an un-duplicated count of participants.
- e. **Evaluation Plan.** A written document which will identify the outcomes that will be measured, data collection methods and instruments, and a plan for their collection.
- f. **Evidence-Based.** Those practices that are based on accepted practices in the profession and are supported by research, field recognition, or published practice guidelines
- g. **Indicated Prevention.** Education and other evidence-based practices conducted with groups of individuals to reduce personal risk factors or substance abuse or strengthen protective factors
- h. **Needs Assessment Logic Model (NALM) .** A written rationale developed from epidemiology data that illustrates the connection between local substance use/abuse consumption patterns, consequences and intervening variables. This information determines the long-term outcome and is used in the development of the Comprehensive Community Action Plan to inform the identification of strategies and approaches to achieve that outcome.
- i. **Participant.** Any individual who takes part in stance abuse prevention programs, activities or services which are paid, in part or in whole, by the department.
- j. **Prevention data system.** An internet based data system that collects data related to community assessments and plans and substance abuse prevention programs and activities.
- k. **Programs.** A structured Schedule of Activities (by instructors and participants) designed so that participants will attain, so far as possible, certain educational and behavioral objectives.
- l. **Program Description.** The document the provider prepares and submits to the department for approval prior to the start of the contract period, which provides a detailed description of the services to be provided under the contract pursuant to Rule 65E-14.021, F.A.C. It includes but is not limited to the provider's organizational profile, a detailed description of each program and cost center funded in

the contract, the geographic service area, service capacity, staffing information, and client and target population to be served.

- m. Schedule of Activities.** The written instructional content, materials, resources, and processes necessary to attain educational objectives
- n. Strategic Prevention Framework (SPF).** The SPF is a community-based data driven approach to community mobilization that employs ongoing assessment and evaluation to move communities toward their goals of reducing substance abuse and its consequences. The Strategic Prevention Framework: 1) assess the conditions that underlie the onset and progression of substance abuse, including childhood and underage drinking; 2) select evidence-based practices to change those conditions and reduce substance-abuse related problems in the communities; and 3) build prevention capacity and infrastructure to sustain achievements.
- o. Strategies.** A plan of action or policy designed to achieve a major goal.

### 3. Scope of Work

This Prevention Partnership Grant (PPG) agreement funds rigorous, effective, evidence-based substance abuse prevention programs and strategies intended to prevent or reduce Florida substance use and abuse rates at the community level. All PPG activities must relate to the local community department-approved local NALM to show target population and subpopulation problems to be addressed. The goals and objectives of the CCAP will call for evidence-based prevention program activities or strategies for which there is a demonstrated need. The CCAP guides the selection of evidence-based prevention program activities or strategies for which there is limited or no current local capacity. The principles of cultural competency must be incorporated into their needs assessment logic model and the CCAP. Each community must also include a written sustainability plan in their response which details their plan to sustain activities after funding has ended.

The target population, according to the state priorities, to be addressed through this agreement:

- ☐ Past 30 day youth alcohol use
- ☐ Past 30 day youth marijuana use
- ☐ Prescription drug misuse (youth to age 20)

### 4. Tasks and Deliverables

Provider hereby agrees to perform the tasks and to provide the services described herein with the following exceptions and/or special conditions:

- a. To conduct travel in accordance with the Department's travel guidelines. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with s. 112.061, F.S., governing payments by the state for traveling expenses. The Department's travel policy, CFOP 40-1 (Official Travel of DCF Employees and Non-Employees), provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business. These travel costs must be budgeted at a maximum of .445 per mile. Per Diem/meals are not allowable for Class C travel (single day trips).

- b. To receive written approval from the Department prior to purchasing any Information Technology Resource (ITR) with grant funds. The Provider agrees to secure prior written approval by means of an Information Resources Request (IRR) form before the purchase of any ITR. The Provider agrees to comply with the Department's ITR policy, CFOP 50-9, Policy on Information Resource Requests. The Provider will not be reimbursed for any ITR purchases made prior to obtaining the written approval of the Department's Regional Grant Manager.
- c. Deliverables are required pursuant to the following table and shall serve as the basis for justifying payment on a monthly basis. The Invoice Support Report shall be used to justify staff time spent on program services and support each month:



# Exhibit J

Prevention Partnership Grant Application  
May 2012

Deliverable/Tasks	Reporting Frequency	Due Date	Number of Copies due	Person/ Address(es) to Receive
Activity Work Plan	Yearly	July 30 <sup>th</sup> of each fiscal year	1	Grant Manager to fill in local address
<p><b>Objective:</b> To ensure the program will be successful and on schedule.</p> <p><b>Activities:</b> The work plan shall describe:</p> <ul style="list-style-type: none"> <li>▪ For indicated (Level 2) programs, all steps necessary to select the individual participants to participate in the program; for universal and selective programs (Level 1), all steps necessary to obtain authorization to conduct activities to the proposed groups.</li> <li>▪ A detailed 3 year plan for all intended activities to be performed during the grant period.</li> <li>▪ All steps necessary for tracking outcomes of programs and strategies in their 3 year plan.</li> <li>▪ Resource estimates and assignments in each step must include all resources needed including staff, hardware, software, physical locations and materials.</li> <li>▪ Gantt charts showing planned start and end dates of all steps, milestones, and decision points.</li> <li>▪ A schedule, which provides adequate department review time, revision time, if needed, and additional subsequent review time, with specific due dates of all outputs and deliverables.</li> </ul>				
Monthly Status Report (submitted until full implementation is reached)	Monthly	15 <sup>th</sup> of every month (for prior month)	1	Grant Manager to fill in local address

# Exhibit J

Prevention Partnership Grant Application  
May 2012

<b>Objective:</b> To arrange for required permissions, logistics, and other start-up activities.				
<b>Activities:</b> <ul style="list-style-type: none"> <li>Verify needed accommodations to complete program such as school board authorization, media, accessibility (if applicable), dates, and space requirements.</li> <li>Prepare staff and purchase supplies and other required materials.</li> <li>Prepare information technology (IT) capabilities.</li> <li>The provider shall complete the Prevention Program Tool (PPT) contained in the Performance Based Prevention System (PBPS) during the initial contract negotiations or when negotiating an amendment to the contract, and submit to the contract manager for review. Once a contract has been signed, the "final" approved PPT shall be printed from PBPS and sent to the contract manager within thirty (30) days of contract execution.</li> <li>The provider's Prevention Program Coordinator and any other personnel responsible for entering data into the Prevention data system, including providers who upload data from their own system, shall register and complete training on use of the PPT at least annually.</li> <li>The provider shall collaborate with the local community substance abuse coalitions (where available) to help develop prevention capacity to implement relevant and appropriate evidence-based practices in support of a department-approved Comprehensive Community Action Plan.</li> <li>Based on the most recent local department approved Comprehensive Community Action Plan, the provider agrees to administer and deliver appropriate evidence-based programs or strategies as specified in the Program Description required by Rule 65E-14.021, F.A.C., and is on file in the department contract manager's file and incorporated herein by reference.</li> </ul>				
<b>Invoice Support Report</b>	<b>Monthly</b>	<b>15<sup>th</sup> of every month (for prior month)</b>	<b>1</b>	<b>Grant Manager to fill in local address</b>
<b>Objective:</b> To affect change in the substance use, misuse, and abuse prevalence for the target population.				
<b>Activities:</b> <ul style="list-style-type: none"> <li>Provide prevention programming as specified in proposal and administer pre-and post-tests, if applicable.</li> <li>Provide measures for prevention strategies.</li> <li>Identify staff time spent performing prevention program services and activities.</li> </ul>				
<b>Evidence-based Fidelity Self-assessment Survey</b>	<b>Yearly</b>	<b>May 1st of each fiscal year</b>	<b>1</b>	<b>Grant Manager to fill in local address</b>
<b>Fidelity Improvement Plan (if needed)</b>	<b>Yearly</b>	<b>June 15<sup>th</sup> of each fiscal year</b>	<b>1</b>	<b>Grant Manager to fill in local address</b>

**Objective:** To ensure fidelity to the chosen program or prevention strategy and ensure quality of the data being submitted.

**Activities:**

- Verify automated pre-and post-test and demographic data with a sample of actual data collection forms.
- Institute quality fidelity improvement measures that monitor the faithfulness of the evidence-based program or strategy.
- Complete the fidelity checklist as part of the Fidelity Self-Assessment Survey.

\* *Yearly Fidelity Self-assessment Survey in SurveyMonkey© The Department will provide a link.*

<b>Submit Data to Performance-Based Prevention System (PBPS)</b>	<b>Monthly</b>	<b>10<sup>th</sup> of the month (following close of prior month)</b>	<b>1</b>	<b>PBPS  (validated by Grant Manager)</b>
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**Objective:** To determine the success of the program based on outcomes actually achieved.

**Activities:**

- The provider shall submit prevention data to PBPS. The provider shall submit the data electronically by the 15th of each month as specified in the DCF PAM 155-2. The provider shall also:
- Ensure that the data submitted clearly documents all program participants, programs and strategies which occurred under this contract;
- Ensure that all data submitted to PBPS is consistent with the data maintained in the provider's clients' files;
- Review the provider's File Upload History screen in PBPS to determine the number of records accepted, updated and rejected. Based on this review, the provider shall download any associated error files to determine which provider records were rejected and to make sure that the rejected records are corrected and resubmitted in the PBPS;
- Resubmit corrected records no later than the next monthly submission deadline. The failure to submit any data set or the provider's total monthly submission per data set, which results in a rejection rate of ten percent (10%) or higher of the number of monthly records submitted will require the provider to submit a corrective action plan describing how and when the missing data will be submitted or how and when the rejected records will be corrected and resubmitted; and
- In accordance with the provisions of s. 402.73(1), F. S., and Rule 65-29.001 F.A.C., corrective action plans may be required for non-compliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

**5. Task Limits**

The provider shall not perform any tasks related to the project other than those described in Section “Tasks and Deliverables” without the express written consent of the department.

**6. Performance Measures**

The provider agrees to the following performance measures supporting the grant objectives on Prevention Activities, Identified Capacity Strategies, Effectiveness of Implementation, and Planned versus Actual Services Provided as necessary to meet the local prevention priorities.

Program Specific (to be negotiated):

- At least \_\_\_\_ participants will participate in the programs specified
- At least \_\_\_\_% of participants will complete the program

Data Submission

- One hundred percent (100%) of all data requested was entered into the prevention data system.
- Ninety percent (90%) data submissions were provided as scheduled.

In addition to the above performance measures, the provider proposes use of at least 3 additional performance measures based upon their evidence-based program or strategy.

#### **Outcome-Based Performance Measures**

*Outcome-based performance measures include those checked below:*

- ☐ \_\_\_ Percentage of decrease in the overall quantity and frequency of high-risk drinking
- ☐ \_\_\_ Percentage of change in the number of alcohol and other drug (AOD)-related problems
- ☐ \_\_\_ Improvements in number of underlying community conditions (as percentage)
- ☐ \_\_\_ Percent changes in alcohol sales and service techniques and policies in social or commercial hosting situations that cater to students
- ☐ \_\_\_ Improvements in evidence-based implementation fidelity (as percentage)
- ☐ \_\_\_ Improvements in use of culturally competent prevention content (as percentage)
- ☐ \_\_\_ Increase in the percentage of individuals involved in AOD abuse prevention efforts
- ☐ \_\_\_ Decrease in the percentage of media advertisements promoting high-risk drinking

#### **Process Measures**

Process measures include those checked below:

- ☐ \_\_\_ Total number of persons, youth and 18-20 year olds served monthly and yearly
- ☐ \_\_\_ Total number of capacity enhancement activities
- ☐ \_\_\_ Total number of relationship building activities with other community partners
- ☐ \_\_\_ Total number and frequency of alcohol-free social activities

#### **7. Requirements of Section 287.058, Florida Statute (F.S.)**

- a. Provider agrees to maintain complete, accurate and adequate records, including financial records, relating to funds received pursuant to this agreement and of all expenditures made by provider and its sub-providers with grant funds. The provider will require audit and record keeping requirements in all sub-grants and assignments. All records shall be in sufficient detail to permit a proper pre audit and a post audit of all expenditures.
- b. Provider and partners identified in the Attachment I, agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., and made or received by the Provider in conjunction with this agreement.

#### **8. Federal Law**

- a. The provider agrees that, since this agreement contains federal funds, the provider shall comply with the provisions of 45 Code of Federal Regulations (CFR), Part 74 and/or 45 CFR, Part 92 and other applicable regulations.
- b. If this grant agreement contains over \$100,000 in federal funds, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.) section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

- c. No federal funds received in connection with this grant may be used by the provider, or agent acting for the provider or sub-provider to influence legislation or appropriations pending before the Congress or any State legislature. If this grant contains federal funding in excess of \$100,000, the provider must, prior to agreement execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the grant manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the grant manager, prior to payment under this agreement.
- d. Unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this agreement by the department.
- e. If this agreement contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
- f. Since the agreement contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

## **9. Audits, Inspections, Investigations, Records and Retention**

- a. The Provider shall establish and maintain books, records and documents (including electronic storage media sufficient to reflect all income and expenditure of funds provided by the Department.
- b. Provider agrees to retain all financial records, supporting documents, statistical records and any other documents, whether kept by electronic storage media or otherwise, pertinent to this agreement for a period of not less than six (6) years after the termination of this agreement , or if audit findings have not been resolved at the end of the six (6) year period, the records shall be retained until resolution of the audit findings. State auditors and any persons duly authorized by the Department shall have full access to, and shall have the right to examine any of the said materials at any time during regular business hours.
- c. Upon demand at no additional cost to the Department, the provider will facilitate the duplication and transfer of any records or documents during the retention period in Section 4.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying or audit by Federal, State or other personnel duly authorized by the Department.
- e. At all reasonable times for as long as records are maintained, personnel duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider's subcontracts and related records and documents, regardless of the form in which kept.

- f. Provider agrees to provide a financial and compliance audit to the Department as specified in this agreement and in the Financial and Compliance Attachment (Attachment II) and to ensure that all related party transactions are disclosed to the auditor

**10. Confidentiality of Client Information**

Provider shall not use or disclose any information concerning a recipient of services under this agreement for any purpose prohibited by state law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

**11. Monitoring**

The Provider shall permit Department personnel or representatives to monitor the services that are the subject of this agreement.

**12. Indemnification**

Provider agrees to reimburse the Department, to the extent provided by law, for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Provider, and its agents, sub-providers or partners and employees, during performance pursuant to this agreement.

**13. Civil Rights Compliance**

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the provider shall not discriminate against any employee (or provider for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age or marital status. Further, the provider agrees not to discriminate against any participant or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 880, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964 or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to providers, sub providers and others with whom it arranges to provide services or benefits to prevention participants or employees in connection with its programs and activities.

- a. Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 456 CFR 80. This is required of all grants that have fifteen (15) or more employees.
- b. Sub-providers who are on the discriminatory provider list may not transact business with any public entity, in accordance with the provisions of s.287.134, F.S.

**14. Sponsorship**

The Provider and partners shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by [insert Provider's name] and the State of Florida, Department of Children and Families Substance Abuse Regional Program Office." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

**15. Publicity**

Without limitation, except as provided in Paragraph 8, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or

represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this grant agree in press releases, advertising or material distributed to the provider's prospective customers.

**16. Lobbying**

In accordance with §11.062 and 216.347, F.S., no funds provided by this grant may be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

**17. Public Entity crime and Discriminatory Contractors**

Pursuant to section 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 provider list following a conviction for a public entity crime, he/she may not submit a bid, proposal, or reply on an agreement or contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement or contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies 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 section 287.017, F.S., for Category two for a period of thirty-six months from the date of being placed on the convicted provider list.

**18. Information Security Obligations**

An appropriately skilled individual shall be identified by the provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the department's security staff and will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this agreement.

- a. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental data system or information.
- b. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees.
- c. The provider shall hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

**19. Health Insurance Portability and Accountability Act**

The provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated there under (45 CFR Parts 160, 162 and 164).

**20. Support to the Deaf or Hard-of-Hearing**

The provider and any sub providers, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the American with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.”

- a. If the provider or any of its sub providers employees 15 or more employees, the Provider shall designate a Single Point of Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the Provider’s Single Point of Contact shall be furnished to the Departments grant manager within 14 calendar days of the effective date of this requirement.



- b. The provider shall, within 30 days of the effective date of this requirement, require that its sub providers comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single point of Contact shall be required for each sub provider that employs 15 or more employees. This Single Point –of- Contact will ensure effective communication with deaf or hard-of-hearing customers’ or companions in accordance with Section 5604, and the ADA and coordinate activities and reports with the provider’s Single Point –of- Contact.
- c. The Single Point –of- Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with 15 or more employees shall attest in writing that they are families with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee’s personnel file.
- d. The provider’s Single Pont-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and sub providers.. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/civilrights>
- e. The provider and its sub providers shall document the customer’s or companion’s preferred method of communication and any requested auxiliary aids/services provided in the customer’s record. Documentation, with supporting justification, must also be made if any request was not honored. The provider shall submit compliance reports monthly, by the 5<sup>th</sup> business day following the reporting month, to the Department’s grant manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
- f. If customers or companions are referred to other agencies, the provider must ensure that the receiving agency is notified of the customer’s or companion’s preferred method of communication and any auxiliary aids/service needs.

## **21. Funding**

The State of Florida performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. The release of these funds shall be subject to the availability of the funds and release of funds by the Department.

## **22. Invoicing and Payment Schedule**

The invoice to be submitted to the Department shall be subject to the availability of funds and in accordance with the payment schedule below:

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<b>12-Month Payment Schedule</b>  <b>for</b>  <b>FY 12-13, FY 13-14, FY 14-15</b>		
<b>Deliverable/Task</b>	<b>*Submit with Invoice for Services Rendered in:</b>	<b>Amount</b>
<ul style="list-style-type: none"> <li>• Activity Work Plan</li> <li>• Invoice Support Report</li> <li>• Data to PBPS</li> </ul>	<b>July</b>	<b>1/12 of annual contract amount</b>
<ul style="list-style-type: none"> <li>• Invoice Support Report</li> <li>• Data to PBPS</li> </ul>	<b>August</b>	<b>1/12 of annual contract amount</b>
<ul style="list-style-type: none"> <li>• Invoice Support Report</li> <li>• Data to PBPS</li> </ul>	<b>September</b>	<b>1/12 of annual contract amount</b>
<ul style="list-style-type: none"> <li>• Invoice Support Report</li> <li>• Data to PBPS</li> </ul>	<b>October</b>	<b>1/12 of annual contract amount</b>
<ul style="list-style-type: none"> <li>• Invoice Support Report</li> <li>• Data to PBPS</li> </ul>	<b>November</b>	<b>1/12 of annual contract amount</b>
<ul style="list-style-type: none"> <li>• Invoice Support Report</li> <li>• Data to PBPS</li> </ul>	<b>December</b>	<b>1/12 of annual contract amount</b>
<ul style="list-style-type: none"> <li>• Invoice Support Report</li> <li>• Data to PBPS</li> </ul>	<b>January</b>	<b>1/12 of annual contract amount</b>
<ul style="list-style-type: none"> <li>• Invoice Support Report</li> <li>• Data to PBPS</li> </ul>	<b>February</b>	<b>1/12 of annual contract amount</b>
<ul style="list-style-type: none"> <li>• Invoice Support Report</li> <li>• Data to PBPS</li> </ul>	<b>March</b>	<b>1/12 of annual contract amount</b>
<ul style="list-style-type: none"> <li>• Invoice Support Report</li> <li>• Data to PBPS</li> <li>• Evidence-based Fidelity Self-Assessment Survey</li> </ul>	<b>April</b>	<b>1/12 of annual contract amount</b>
<ul style="list-style-type: none"> <li>• Invoice Support Report</li> </ul>	<b>May</b>	<b>1/12 of annual contract amount</b>

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<ul style="list-style-type: none"><li>• Data to PBPS</li><li>• Fidelity Improvement Plan (if needed)</li></ul>		
<ul style="list-style-type: none"><li>• Invoice Support Report</li><li>• Data to PBPS</li></ul>	June	1/12 of annual contract amount
		Annual Contract Amount

\*Invoices for prior month's services and deliverables/tasks listed shall be submitted by the 15<sup>th</sup> of the month.

### 23. Cost Reimbursement Travel.

The Department agrees to reimburse the Provider for Travel expenses up to a total dollar amount not to exceed \$\_\_\_\_\_ for the period of \_\_\_\_\_ to \_\_\_\_\_, and \_\_\_\_\_ for the period July 1, 2012 to June 30, 2013 and each year thereafter. For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with section 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

### 24. Renegotiation or Modifications

Any modification of provisions of this agreement shall be approved in writing by the regional grant manager at the Department's regional office and signed by the Department and Provider. Written approval of any such modifications shall be attached to the original copy of this agreement and a copy shall be sent to the regional grant manager at the Florida Department of Children and Families Substance Abuse Program Office.

### 25. Dispute Resolution

Provider agrees to establish an informal dispute resolution process with which to resolve any disputes between the Provider and any sub-providers or Prevention Partnership partners. Disputes between the Provider and any sub-providers or Prevention Partnership partners will be resolved in accordance with those procedures. Where there is a conflict between the grant application incorporated herein by reference and this agreement, the agreement shall prevail.

**26. Data Submission**

Provider will submit information on grant activities to the Department's Internet based prevention system on a monthly basis until all grant-funded activities are completed. Providers will capture and report grant activity and evaluation information pursuant to CFOP 155-2 as directed by the Department in the executed grant award. Failure to comply with the schedule of activities and reporting requirements will result in termination of the agreement.

**27. Notice**

Any notice that is required under this agreement shall be in writing and sent by hand delivery, U.S. Postal Service Certified mail, return receipt requested, or any expedited delivery service that provides verification of delivery. Said notice shall be sent to the representative of the Provider responsible for administration at the designated address contained in this agreement.

**28. Financial Penalties for Failure to Comply with Requirement for Corrective Action**

In accordance with the provisions of section 402.73k), F.S., and Rule 65-29.3001, F.A.C. corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implement or in which acceptable progress toward implementation has not been made. Non compliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

Noncompliance involving the provision of services not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

The deadline for payment shall be as stated n the Order imposing the financial penalties. In the event of nonpayment, the Department may deduct the amount of the penalty from invoices submitted by the Provider.

**29. Termination**

This agreement may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the Provider responsible for administration of the program.

In the event funds for payment pursuant to this agreement become unavailable, the Department may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this agreement, the Provider will be compensated for any work satisfactorily completed.

In the event the Provider fails to fully comply with the terms and conditions of this agreement, the Department may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3) F.A.C., but is not required to do so in order to terminate the contract. The Department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity.

Failure to have performed any agreement obligations under any other agreement or contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract or agreement terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

**30. Award of Sub-grants**

Provider agrees that it will award sub-grants to PPG Partners as described in its application and that it will do all things which it asserted that it will do in that application including, but not limited to, supervising and coordinating expenditures made by sub-providers. Provider further agrees to assure that funds are expended for the purposes intended and that a full accounting for these grants funds is made.

**31. Legal Venue**

This agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the applicable State of Florida laws. Each party shall perform its obligations herein in accordance with the terms and conditions of this agreement. It is hereby agreed by the parties that in the event that litigation by either party to this agreement becomes necessary that venue shall be proper in Leon County, Florida.

**32. End Date**

This agreement shall be effective on the date on which the agreement has been signed by both parties. It shall end at midnight, local time in Tallahassee, Florida, on June 30, 2015.

**33. Official Name of Payee and Representatives:**

- a) Official name of payee and address where payment is to be sent:

[Insert provider's name and address]

- b) The name, address, telephone number, and email address of the regional grant manager for the Provider under this agreement is:

[Insert Provider Regional Grant Manager and address]

- c) The name, address, telephone number, and email address of the Grant Manager for the Department under this agreement is:

Ellen Piekalkiewicz, Prevention Director  
Department of Children and Families Substance Abuse and Mental Health Program Office  
1317 Winewood Boulevard, Building 6, Suite 300  
Tallahassee, Florida 32399-0700  
Local: (850) 487-2920  
[Ellen.Piekalkiewicz@dcf.state.fl.us](mailto:Ellen.Piekalkiewicz@dcf.state.fl.us)

- d) The name, address, telephone number, and email address of the Regional Grant Manager for Department of Children and Families under this agreement is:

[Insert Department's Regional Grant Manager]

This agreement and its attachments, including the grant application and any associated exhibits, incorporated by reference, 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 agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this agreement is legally determined unlawful or unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be stricken.

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IN WITNESS THEREOF the parties hereto have executed this [insert page numbers of entire document here] agreement, including attachments, by their undersigned officials as duly authorized.

**PROVIDER:** [Insert Provider Name]

**Signed By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Provider Federal EID#:** \_\_\_\_\_

**Provider Fiscal Year Ending Date:** \_\_\_\_/\_\_\_\_

\*\*\*\*\*

**STATE OF FLORIDA - DEPARTMENT OF CHILDREN AND FAMILIES**

**Signed By:** \_\_\_\_\_

**Name:** [Approved Regional Department Representative]

**Title:** [Title of Regional Department Representative]

**Date:** \_\_\_\_\_

**Signed By:** \_\_\_\_\_

OR

*(grant manager: select either Department Representative or Managing Entity Representative and delete the one that is not applicable.)*

**Name:** [Approved Managing Entity Representative]

**Title:** [Title of Managing Entity Representative]

**Date:** \_\_\_\_\_

**Prevention Partnerships Grant Invoice**

<b>Invoice Number:</b>		
<b>PPG Agreement Number:</b>		
<b>Date:</b>		
<b>Provider:</b>		
<b>Billing Month/Year</b>		
<b>Tasks/Deliverables (check if submitted w/invoice)</b>		
<input type="checkbox"/> <b>Monthly Invoice Support Report</b>		
<input type="checkbox"/> <b>Activity Work Plan</b>		
<input type="checkbox"/> <b>Data Submitted to PBPS (sent electronically)</b>		
<input type="checkbox"/> <b>Evidence-based Fidelity Self-Assessment Survey</b>		
<input type="checkbox"/> <b>Fidelity Improvement Plan</b>		
<b>Amount Requested</b>		
<b>Amount Remaining for Fiscal Year</b>		

\_\_\_\_\_  
**Provider Signature**\_\_\_\_\_  
**Date**\_\_\_\_\_  
**Department Regional or Managing Entity Contract Manager Signature**\_\_\_\_\_  
**Date**