

**2022-2024 OFFICE FOR VICTIMS OF CRIME (OVC)
JAX VICTIM SERVICES GRANT PROGRAM AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2023, retroactive to October 1, 2022, by and between the **City of Jacksonville**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the “CITY”) and _____, a Florida not-for-profit corporation with office located at _____, Jacksonville, Florida _____ (hereinafter the “RECIPIENT”) for victim services.

WITNESSETH:

WHEREAS, pursuant to Ordinance 2023-26-E, CITY has appropriated the sum of _____ to RECIPIENT from a United States Department of Justice Grant (Office for Victims of Crime - OVC) to conduct a program entitled or activity generally described as JAX Victim Services Grant (hereinafter the “Grant”) for the Grant period October 1, 2022, through September 30, 2024 (hereinafter the “Program”); and,

WHEREAS, it is in the best interests of the CITY to enter into an Agreement with RECIPIENT for the conduct of said Program in accordance with the terms and conditions set forth herein; and

WHEREAS, the undersigned representatives of the parties are authorized to sign this Agreement binding the parties; now, therefore,

IN CONSIDERATION of the premises, the appropriation and disbursement of funds by CITY now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

I. INCORPORATION OF RECITALS AND EXHIBITS:

- 1.1 The above-stated recitals are true and correct and, by this reference, are incorporated herein and made a part hereof.
- 1.2 Any exhibit or attachment to this Agreement is, by this reference, made a part of this Agreement and incorporated herein.

II. ENGAGEMENT OF RECIPIENT/SCOPE OF SERVICES:

RECIPIENT shall provide services for the Program as outlined in the referenced FY 2022 Application, attached hereto as **Exhibit A** (Narrative). **Exhibit A** outlines the

budgeted use of Grant funds and Program Goals and Objectives/Outcomes, which are hereby incorporated and made a part of this Agreement by reference. All work and all services performed by RECIPIENT under this Agreement shall be in Duval County, Florida and in no other place. In the event that the Recipient spends funding provided in this Agreement in any place other than Duval County, Florida, RECIPIENT shall return and refund such funding to CITY within five (5) business days of demand, and CITY may terminate and declare this Agreement null and void, notwithstanding any other provision herein to the contrary.

III. ASSIGNMENT AND SUBCONTRACTS:

- 3.1 RECIPIENT shall not assign any rights or duties under this Agreement to any other party not specifically identified in the Application for funding without the prior written permission of CITY. If RECIPIENT attempts to assign any rights or duties without securing prior written permission, this Agreement shall be declared void by CITY, and RECIPIENT thereupon shall refund and return to CITY all payments made pursuant to this Agreement which are unspent and/or unencumbered by RECIPIENT at the time of such assignment without permission. Such refund and return must be made within five (5) business days from demand.
- 3.2 RECIPIENT shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of CITY, which written approval shall be attached to the original Agreement and subject to such conditions and provisions as CITY may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by RECIPIENT of such articles, supplies, equipment, and services which are both necessary and incidental to the performance of the work required under this Agreement; and provided further, however, that no provision of this clause and no such approval by CITY of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of CITY in addition to the total agreed upon price contained herein.
- 3.3 If any services, functions, or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and **Exhibit A**. Recipient shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training) and other resources necessary to provide the Services.

IV. EFFECTIVE DATE/TERM OF AGREEMENT:

This Agreement shall become effective as of the first day of October, 2022, and shall continue in full force and effect as to all its provisions, terms, and conditions until the 30th day of September, 2024, unless sooner terminated with or without cause by either party by giving thirty (30) days' prior written notice of such termination to the other party unless both parties mutually agree upon a lesser time in writing. In the

event that this Agreement is terminated early by either party, any funds in the possession of RECIPIENT that are unspent and/or unencumbered at the time of receipt of notice of termination shall be returned to CITY within five (5) business days of termination.

V. PAYMENT:

- 5.1 CITY agrees to pay RECIPIENT the total amount of \$_____ for the Program. Such total sum shall be payable on a monthly basis in draws for work or services performed or as reimbursement for expenses paid during the previous month; *provided however*, a retainage amount not to exceed ten per-centum (10%) of the above-stated amount shall be held by CITY until such time as all audits, accountings, submittals, and/or other reports required by this Agreement have been accepted by CITY as true and correct.
- 5.2 All monthly payment requests shall provide accounting backup (invoices and/or receipts along with copies of promotional materials, as appropriate) and other documentation satisfactory to CITY to allow payment of funds for the previous month. With respect to one time startup expenses, RECIPIENT must provide an outline detailing the projected expense which is the subject of a requested one-time advance payment and such advance payment shall be subject to prior approval by CITY. Additionally, all invoices, receipts, promotional materials, and other documentation must be accompanied by the required quarterly narrative progress reports and forms described in Section VII of this Agreement. There shall be absolutely no release of funding pursuant to this Agreement in the absence of accounting backup materials and other documentation as specified herein. Each such payment request shall include the current amount of payment requested, the cumulative amount previously paid, the total amount of services provided since the last invoice, the total amount of services provided to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by CITY. RECIPIENT must sign a statement accompanying the request for payment or reimbursement and narrative progress reports which state that the request for payment and progress reports is submitted pursuant to the provisions of the Department of Justice's Financial Guide.
- 5.3 Except for the limited exception in Article XXVIII of this Agreement, any costs of services paid for under any other agreement or funding source are not eligible for payment under this Agreement. Violation of this clause will constitute a material breach of this Agreement and shall stand as grounds for CITY's withholding of funds from any source under this Agreement or any other agreement and, notwithstanding any provision in this Agreement or in any other agreement to the contrary, shall allow for the immediate termination of this Agreement upon twenty-four (24) hours' written notice and shall require the return of all funds paid to RECIPIENT under this Agreement upon demand by the Director of the Department or his/her designee. A violation shall also be reported to any federal, state, or other funding sources for investigation.
- 5.4 **Suspension of Funds:** In the event that RECIPIENT comes under investigation by any government or funding agency for activities, including, for example but not limited to, misuse of grant funds, improper accounting for grant funds, multiple billing of services or

clients to one or more funding sources, or any other improper activities, all CITY funding under this Agreement may be suspended in the sole and exclusive discretion of CITY until such time as the said investigation has been resolved in RECIPIENT's favor or the alleged misuses have been satisfactorily explained to the Contract Administrator.

5.5 If said investigation has been resolved favorably to RECIPIENT or if, prior to such resolution, RECIPIENT'S explanation of the circumstances has been accepted by the Contract Administrator as satisfactory, then all suspended funds subject to this Agreement will be paid, as appropriate.

5.6 If, on the other hand, the said investigation has been resolved adversely to RECIPIENT or if prior to such resolution, RECIPIENT's explanation has not been accepted by the Contract Administrator as satisfactory, then this Agreement shall be immediately terminated, notwithstanding any provision in this Agreement to the contrary. Furthermore, in the event of such adverse resolution, RECIPIENT shall return to CITY all such misused funds, all such improperly accounted for funds, and all such funds subject to multiple billings.

VI. TECHNICAL ASSISTANCE:

6.1 RECIPIENT agrees to accept technical assistance related to reporting from CITY and make any reasonable changes in its reporting procedures which will better facilitate the documentation of Program efficiency and effectiveness.

6.2 RECIPIENT agrees to accept technical assistance from CITY related to programmatic and administrative issues concerning the provision of services.

6.3 RECIPIENT shall notify CITY if sufficient staff, facilities, and equipment necessary to deliver the agreed upon services for the Program cannot be maintained. Failure to notify CITY of any such deficiencies or to adequately provide the services described in **Exhibit A** and the referenced Application for Funding shall be a material breach of this Agreement and grounds for termination upon twenty-four (24) hours' written notice and require immediate refund of unspent public funding existing at the time of such notice of deficiency, notwithstanding any provision of this Agreement to the contrary.

6.4 As a provider agency of CITY, RECIPIENT agrees to participate in all CITY meetings and any other community activities reasonably requested by CITY.

6.5 All new recipients and/or agency executive directors shall be required to attend a grant orientation workshop to be scheduled during the grant fiscal year by CITY. All other RECIPIENTS will be invited as deemed necessary. Should monitoring reports determine administrative or programmatic deficiencies, RECIPIENT shall be required by CITY's Contract Administrator to successfully complete any recommended educational courses to remedy the deficiency.

VII. PROGRESS REPORTS / PROGRAM MONITORING:

7.1 CITY's Contract Administrator will be responsible for monitoring the administrative and programmatic functions of the provisions of this Agreement. CITY's Contract Administrator for this Agreement will be Will Evans, Human Services Planner III from CITY's Social Services Division, Parks, Recreation and Community Services Department, or appointed designee.

7.2 RECIPIENT agrees to provide CITY's Contract Administrator or his/her designee with a Quarterly Performance Measure Report (PMT) and a semi-annual narrative progress report on the Program described in **Exhibit A**. Such reports shall include basic statistical information relevant to the Program and reporting of the effectiveness of the activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served. Reimbursement to RECIPIENT shall be contingent upon prior receipt by CITY of the required report that is due by the 15th of the reporting month. Report due dates are as follows:

Reporting Period (federal fiscal year)	Data Required in PMT	Upload to JustGrants
Oct 1st – Dec 31st	Due January 30: Performance Measures and Narrative Questions	Yes – by January 30 th . *Semi-annual report required as well
Jan 1st – March 31st	Due April 30: Performance Measures	No
April 1st – June 30th	Due July 30: Performance Measures and Narrative Questions	Yes – by July 30 th . *Semi-annual report required as well
July 1st – September 30th	Due October 30: Performance Measures	No
Last Reporting Period of Award	Due after end date on each award. Performance measures, narrative questions, and closeout questions	Yes – 120 days after end of reporting period

7.3 CITY’s Contract Administrator, at least once per year as outlined in **Exhibit A**, will monitor the Program Goals and Objectives and determine if RECIPIENT's stated Program Goals and Objectives have been met or if sufficient progress has not been made toward meeting said Goals and Objectives. Failure of RECIPIENT to at least maintain sufficient progress in these areas may be grounds for termination of this Agreement.

VIII. INTEREST OF CITY OFFICERS / EMPLOYEES AND OTHERS:

No officer or employee of CITY, no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects such person’s personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

IX. INTEREST OF THE RECIPIENT:

RECIPIENT covenants that neither it nor any of its officers, board members, or employees presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. RECIPIENT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

X. PERSONNEL:

- 10.1 RECIPIENT represents that it now has, or will hire at its sole expense, all personnel required in performing the services under this Agreement, and that such personnel are not employees of or have any contractual relationship with CITY.
- 10.2 All services required hereunder will be performed by RECIPIENT or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform such services.
- 10.3 RECIPIENT represents that it will at its sole expense require all staff and/or volunteers who work with juveniles or youth (any unmarried person under the age of 18 years who has not been emancipated by order of a court of competent jurisdiction) and vulnerable adults (elderly or physically, mentally, or emotionally disabled, including victims of crime.) to submit to a criminal history records check. This applies to all positions involving direct contact with juveniles, youth, or vulnerable adults with the exception of special event volunteers. For this purpose, a special event volunteer is defined as a volunteer committed to assist on a specific event/project lasting less than two consecutive weeks and where duties are performed under supervision of staff or certified volunteer leadership.

XI. RECORDS:

- 11.1 By the acceptance of CITY funding, RECIPIENT agrees to adhere to all provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) with respect to the receipt, expenditure, and use of public funds from CITY. Therefore, except to the extent prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable, all the financial, business, and membership records of the person, corporation, foundation, trust, association, group, or organization relative to the grant shall be public records and subject to the provisions of the Public Records Law. Failure of RECIPIENT to comply with this requirement will constitute a breach of this Agreement and will cause cancellation of the grant contract and require the return of grant funds to CITY. If HIPAA is applicable, the parties will be governed by the provisions and limitations in **Exhibit D**, attached hereto and by this reference made a part hereof.
- 11.2 RECIPIENT shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These

financial records shall be maintained in such a manner as to permit positive and ready identification at all times of any funds received by RECIPIENT from CITY from the time such funds are actually received by RECIPIENT until the time they are actually expended or disbursed by RECIPIENT according to the terms of this Agreement.

- 11.3 In addition to other requirements specified in this Agreement, Office of Management and Budget (OMB) Circulars, including, A-102, A-87, A-110, A-122, A-133, and A-21, may be used as guides concerning records to be maintained. The aforesaid records shall be made available for audit, copying, or inspection purposes at any time during normal business hours and as often as CITY or the City of Jacksonville Council Auditor may deem necessary.
- 11.4 RECIPIENT shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from CITY.

XII. AUDIT:

- 12.1 RECIPIENT at its sole cost and expense shall arrange for an audit of its financial accounts annually by an independent certified public accountant not associated with RECIPIENT or the program or activity herein described and shall provide CITY with a copy of said audit or audits covering the period of October 1 through September 30 no later than one hundred twenty (120) days after the expiration of RECIPIENT's fiscal year or years covering the aforesaid period.
- 12.2 Failure of RECIPIENT to provide a copy of a duly executed audit performed in accordance with the preceding guidelines shall constitute a material breach of this Agreement and, notwithstanding any provision of this Agreement to the contrary, shall stand as grounds for the withholding of funds from any source under this Agreement or any other agreement and for termination of this Agreement, and shall require return to CITY of all funds paid to RECIPIENT under the terms of this Agreement.
- 12.3 If an audit pursuant to OMB Circular A-133 is applicable, grant funds shall not be used to pay for the audit if said grant involves federal funds of less than \$300,000.
 - (a). Notwithstanding any other audit rights provisions in this Agreement, the following audit rights requirements are in addition and supplemental to those other audit requirements in this Agreement:
 - i. RECIPIENT must establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents in whatsoever form or format, including but not limited to electronic storage media, (for purposes of this Section 12.3 hereinafter referred to as the "Records") sufficient to reflect all receipts and expenditures of funds provided by CITY under this Agreement.

- ii. RECIPIENT must retain all Project Records pertinent to this Agreement for a period of five (5) years after completion of the Program. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement at no additional cost to CITY. Records shall be retained for longer periods when any retention period, as a matter of law, exceeds the time frames required in this paragraph.
- iii. Upon demand, at no additional cost to CITY, RECIPIENT must facilitate the duplication and transfer of any Records during the required retention period in Section 12.3(a)(ii) hereof.
- iv. RECIPIENT must provide these Records at all reasonable times for inspection, review, copying, or audit by CITY.
- v. At all reasonable times for as long as the Records are maintained, RECIPIENT must allow persons duly authorized by the CITY to have full access to and the right to examine any of the RECIPIENT's Records relative to the Project, regardless of the form in which kept.
- vi. RECIPIENT, at its sole and exclusive cost and expense, must provide audits or reports as requested by CITY and must ensure that all related party transactions are disclosed to the auditor.
- vii. RECIPIENT must comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by CITY's Contract Administrator.
- viii. RECIPIENT must permit CITY to interview any employees, subcontractors, and subcontractor employees of RECIPIENT to assure CITY of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of RECIPIENT is, in the opinion of CITY, deficient, CITY will deliver to RECIPIENT a written report of the deficiencies and request for development by RECIPIENT of a corrective action plan. RECIPIENT hereby agrees to prepare and submit to CITY said corrective action plan within five (5) business days of receiving CITY's written report. Thereafter, RECIPIENT must correct all deficiencies in the corrective action plan within five (5) business days from CITY's receipt of the corrective action plan.
- ix. All reports, audits, and other information provided by RECIPIENT pursuant to this section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury under Section 837.06, Florida Statutes."

- x. To the extent that RECIPIENT uses subcontractors in the performance of the Services under this Agreement or assigns this Agreement with prior CITY consent, RECIPIENT must include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

XIII. BUDGET CHANGES:

The approved budget for RECIPIENT included in **Exhibit A** and any changes in the budget which would affect expenditure of funds provided under the terms of this Agreement must be approved in writing by the Contract Administrator or designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid. Funds may be transferred from line item to line item within the line items specified in **Exhibit A** only with prior written approval of CITY, provided that no expenditure shall exceed the maximum indebtedness of this Agreement.

XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES:

- 14.1 CITY may from time to time require changes in the scope of the work or services of RECIPIENT to be performed under this Agreement. Such changes, including any increases or decreases in the amount of RECIPIENT's compensation which are mutually agreed upon by CITY and RECIPIENT shall be incorporated in written amendments to this Agreement signed by both parties' authorized representatives.
- 14.2 Any request for change of service delivery site or services provided must be put in writing and approved by CITY at least thirty (30) days prior to said changes. Failure to properly notify CITY will constitute a breach of this Agreement and will be grounds for termination under Article XVIII.
- 14.3 In the event lawfully appropriated funds to finance this Agreement become unavailable, CITY may terminate the Agreement upon no less than twenty-four (24) hours' notice in writing to RECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CITY shall be the final authority as to the availability of funds.
- 14.4 Should it become necessary for CITY to change the designation of CITY's Contract Administrator, CITY shall use its best efforts to notify RECIPIENT within 48 hours of such change.

XV. EQUIPMENT PURCHASES:

- 15.1 Equipment, property, or tangible personal property (collectively referred to as the "Property") purchased with funding pursuant to this Agreement must be non-consumable and consistent with CITY capitalization requirements or Section 122.801(e), *Ordinance Code*, as amended. Such Property must have a useful life of one (1) year or more and must be inventoried by RECIPIENT. RECIPIENT must retain property inventory records, acquisition documents, and usage records. Upon expiration of its use for an approved

public purpose, the Property shall be transferred free and clear of all liens and encumbrances to CITY or otherwise disposed of as may be authorized in writing by CITY.

15.2 RECIPIENT agrees to make all reasonable efforts to adhere to the following City procurement requirements in its purchase of labor, materials, supplies, and equipment that is not deemed sole source:

- (a). Any purchase up to \$ 2,500 will require documentation of one (1) written quotation.
- (b). Any purchase of \$2,500 to \$15,000 will require two (2) written quotations.
- (c). Any purchase of over \$15,000 to \$30,000 will require three (3) written quotations.
- (d). Any purchase of over \$30,000 to \$50,000 will require four (4) written quotations.
- (e). Any purchase of over \$50,000 will require a formal bid procedure (advertising and sealed bids).

15.3. Quotations received must include date, time, vendor, telephone number, and person giving the quote and should include minority vendors whenever possible.

XVI. RESIDUAL FUNDS AND INTEREST:

RECIPIENT agrees that any funds provided by CITY for the operation of the program or activity during the period October 1, 2022, through September 30, 2024, including any interest earned by those funds provided by CITY which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation, shall be returned to CITY in the form of a negotiable instrument not later than ninety (90) days after the close of the aforesaid period except when RECIPIENT continues to receive a “No Cost Extension” from CITY in the next fiscal year upon approval from the Department of Justice’s Office for Victims of Crime (OVC).

XVII. REVERSION OF ASSETS:

RECIPIENT shall transfer to CITY any Grant funds or assets on hand and any accounts receivable attributed to the use of Grant funds at such time as CITY no longer does business with RECIPIENT for the purposes described in **Exhibit A**. However, any real property under RECIPIENT’s control that was acquired or improved in whole or in part with Grant funds in excess of \$2,000 shall be used to meet the objectives of the Grant program until three years after expiration of this Agreement or such longer period of time as determined appropriate by CITY. Should RECIPIENT dispose of such property prior to the expiration of the three year period set forth herein, RECIPIENT shall reimburse CITY for the acquisition or improvement of such property less any portion of the value of the property attributable to expenditures of non-Grant funds for acquisition or improvement of the property when RECIPIENT ceases doing business with CITY for the purposes described in **Exhibit A**. At the end of the three (3) year period set forth herein, RECIPIENT shall dedicate the subject real property in fee simple, free and clear of any and all encumbrances, by warranty deed to CITY.

XVIII. BREACH /TERMINATION:

- 18.1. If RECIPIENT breaches any term of this Agreement, CITY may by written notice of breach to RECIPIENT terminate the whole or any part of this Agreement in any of the following circumstances:
- (a). If RECIPIENT fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
 - (b). If RECIPIENT fails to perform any of the other provisions of this Agreement; or
 - (c). If RECIPIENT fails to correct said breach within five (5) business days from receipt of the written notice of breach.
- 18.2. Termination shall be upon no less than twenty-four (24) hours' notice in writing if the breach has not been corrected within the five (5) business days. Said notice shall be delivered by certified mail, return receipt requested, or by any other means of delivery with proof of delivery.
- 18.3. Upon receipt of a notice of termination and except as otherwise directed, the RECIPIENT shall:
- (a). Cease working under this Agreement on the date and to the extent specified in the notice of termination.
 - (b). Place no further orders or subcontracts to the extent that they relate to the performance of the work which was terminated.
 - (c). Terminate all orders and subcontracts to the extent that they relate to the performance of the work which was terminated.
 - (d). Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report without reimbursement for services rendered in completing said reports beyond the termination date.

XIX NOTICE:

Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, or by hand delivery with a written receipt. Such notice shall be delivered to:

For CITY:
Johnnetta Moore, Chief
Social Services Division
1809 Art Museum Drive, Suite 100
Jacksonville, FL 32207

For RECIPIENT:

XX. INDEMNIFICATION:

See **Exhibit B**

XXI. Insurance:

See **Exhibit C**

XXII. CIVIL RIGHTS:

- 22.1. There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status in the performance of this Agreement.
- 22.2. RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to the persons served.
- 22.3. RECIPIENT shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.
- 22.4. RECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.
- 22.5. RECIPIENT shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.
- 22.6. It is expressly understood that upon receipt of evidence of such discrimination, as indicated above, CITY shall have the right to terminate this Agreement as provided in Section 18.1.

XXIII. EQUAL EMPLOYMENT OPPORTUNITY:

RECIPIENT shall not discriminate directly or indirectly on the grounds of race, color, religion, sex, age, or national origin in its employment practices. Such actions shall include, but are not limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. RECIPIENT shall post in conspicuous places available to employees and applicants for employment notices as provided by CITY setting forth the provisions of this nondiscrimination clause. RECIPIENT shall incorporate this provision in all subcontracts for services provided under this agreement.

XXIV. OTHER CONDITIONS:

- 24.1. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

- 24.2 RECIPIENT agrees to include the statement “This project is supported by Grant No. 15POVC-22-GK-04371-NONF awarded by the Office for Victims of Crime, U.S. Department of Justice,” or similar language agreed to in writing by both parties when referencing this Program.
- 24.3 RECIPIENT agrees to abide by the standards outlined in the U.S. Department of Justice Special Conditions as from time to time amended, attached hereto as **Exhibit E** and by this reference made a part hereof. Failure of RECIPIENT to perform in accordance with the attached U.S. Department of Justice Special Conditions will constitute a breach of this Agreement and will stand as grounds for withholding funds from any CITY source under this Agreement or any other agreement and for termination of this Agreement, and may require the return of all funds paid to RECIPIENT under this Agreement upon demand by the Chief of the Social Services Division or his/her designee.
- 24.4. This Agreement shall apply to all funds appropriated during the fiscal year ending September 30, 2022, provided that CITY's rights and RECIPIENT's duties hereunder shall continue for a period of five (5) years from the date of execution hereof.
- 24.5 Organization-furnished automobiles: That portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees. These costs are allowable as direct costs to sponsored award when necessary for the performance of the sponsored award and approved by awarding agencies.

XXV. FISCAL YEAR OF RECIPIENT:

RECIPIENT'S fiscal year ends on _____.

XXVI. INCORPORATION OF EXHIBITS:

All exhibits that are attached hereto are, by this reference, incorporated herein and made a part hereof as if set out in their entirety.

XXVII. NEGOTIATED AGREEMENT:

The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms, and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement.

XXVIII. DUAL PAYMENTS PROHIBITION

RECIPIENT shall not apply funds received under this Agreement to services that are being or have been paid, in whole, from funds from other sources; provided however, that nothing shall prohibit partial payment for services from funds under this Agreement, together with partial

payment for such services from other funding sources if the total amount of all funds does not exceed the agreed upon monetary value for the service provided. Application for and/or receipt of such dual payments shall constitute a material breach of this Agreement and may be grounds for immediate termination on twenty-four hours oral notice, notwithstanding any other provision herein to the contrary. In that event, RECIPIENT shall be subject to damages in the amount of the funds that were received as dual payments, as prohibited herein, and CITY shall be entitled to all other remedies allowable by law.

XXIX. ENTIRE AGREEMENT

This Agreement contains the entire agreement by and between the parties with respect to the receipt and expenditure of miscellaneous appropriations. No agreement, understanding, course of action, course of conduct, or statement by either of the parties or their authorized representatives shall be effective if it is not contained in this Agreement. Any revision, amendment, or other change to this Agreement must be in writing and signed by the parties hereto through their authorized representatives.

XXX. MAXIMUM INDEBTEDNESS

The total maximum indebtedness of the City for this Agreement shall be an amount not to exceed \$_____.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James McCain, Corporation Secretary

By: _____
Lenny Curry, Mayor

WITNESS:

AGENCY

By: _____

Title

By: _____

Title

Agency: _____
Federal EID # : _____

In compliance with Section 24.103(e), *Ordinance Code*, I hereby do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance
Contract Number _____

Form Approved:

Office of General Counsel

EXHIBIT A

JAX Victim Services Grant

Award Number: **15POVC – 22 – 04371 – NONF**

Grant Start and End Date : **October 1, 2022 to September 30, 2024**

Award Amount : **\$ 400,000**

EXHIBIT A

- Award Letter
- Award Information
- Project Information
- Financial Information (Budget)
- Award Conditions

Award Letter

✓ Award Letter

September 27, 2022

Dear Kendra Mervin,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by JACKSONVILLE, CITY OF for an award under the funding opportunity entitled 2022 OVC FY 2022 Enhancing Access to Victim Services. The approved award amount is \$400,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

The City of Jacksonville will use this funding to strengthen AccessJax (Advocating and Collaborating for Change through Empowerment, Safety, and Self-Determination), by enhancing the capacity of participating partner agencies to serve victims that are Deaf or have a disability.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or the OVC Environmental Coordinator.

NEPA Coordinator

First Name

Middle Name

Last Name

Zoe

E

French

- > **Award Information**
- > **Project Information**
- > **Financial Information**
- > **Award Conditions**
- > **Award Acceptance**

Award Information

> **Award Letter**

∨ **Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

 **Recipient Information**

Recipient Name

JACKSONVILLE, CITY OF

UEI

HMGLC26EUPC4

Street 1

117 W DUVAL ST STE 400

Street 2

City

JACKSONVILLE

State/U.S. Territory

Florida

Zip/Postal Code

32202

Country

United States

County/Parish

Province

 **Award Details**

Federal Award Date

9/27/22

Award Type

Initial

Award Number

15POVC-22-GK-04371-NONF

Supplement Number

00

Federal Award Amount
\$400,000.00

Funding Instrument Type
CA

Assistance Listing Number Assistance Listings Program Title

16.582 Crime Victim Assistance/Discretionary Grants

Statutory Authority

34 U.S.C. § 20103(c)(1)(A)

I have read and understand the information presented in this section of the Federal Award Instrument.

- > **Project Information**
- > **Financial Information**
- > **Award Conditions**
- > **Award Acceptance**

Project Information

- > **Award Letter**
- > **Award Information**
- ✓ **Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title	Awarding Agency
2022 OVC FY 2022 Enhancing Access to Victim Services	OJP
Application Number	Program Office
GRANT13656821	OVC

Grant Manager Name Phone Number
 Sharron Fletcher 202-305-2358

E-mail Address
 Sharron.Fletcher@usdoj.gov

Project Title
 JAX Victim Services Grant

Performance Period Start Date	Performance Period End Date
10/01/2022	09/30/2024

Budget Period Start Date	Budget Period End Date
10/01/2022	09/30/2024

Project Description

Enhancing Access to Victim Services
 O-OVC-2022-171328 (Category 1: Direct Services)
 AccessJax Community Collaboration Project
 City of Jacksonville, Jacksonville, Florida

Application for Funding

Project Abstract

This application is for funding for AccessJax (an acronym for Advocating and Collaborating for Change through Empowerment, Safety, and Self-Determination in Jacksonville), a community collaboration originally established through funding from the Office on Violence Against Women Disability Grant program. The primary purpose of previous OVW funding was to build capacity and commitment of the partner agencies to serve victims with disabilities and Deaf victims of domestic violence.

The proposed project will enhance and build upon the activities undertaken by the partners City of Jacksonville, primary grantee; the Center for Independent Living Jacksonville, a nonprofit organization serving persons with disabilities and Deaf individuals; the Jacksonville Sheriff's Office; and Hubbard House, Inc., a non-profit certified domestic violence center serving victims of domestic violence, dating violence, stalking, sexual assault, and human trafficking. The service area is Jacksonville/Duval County, Florida, a community with a population of nearly 1,000,000 people.

Under the OVW grants, AccessJax created a community collaboration that has focused on organizational change in partner agencies Center for Independent Living Jacksonville, Jacksonville Sheriff's Office, and Hubbard House to maximize accessibility, safety, and elimination of barriers, in accordance with trauma-informed principles for victims of domestic violence. With the completion of this work anticipated to be in September 2022, the partners now wish to build on this foundation of achievements by creating a new iteration of the collaboration that will be devoted primarily to direct services to victims of all types of crime who have a disability and Deaf victims, while continuing to build capacity among the partner agencies and in the community.

AccessJax will provide targeted victim advocacy services by experienced advocates located within the victim advocacy programs of the Center for Independent Living Jacksonville and the Jacksonville Sheriff's Office. In addition, partner Hubbard House will coordinate the partners' focus on strengthening referral and cooperative work protocols; training of staff of the partner agencies; training of other service providers in the community; and comprehensive outreach activities.

The AccessJax partners intend for this project to be the basis for a permanent and sustained systemic approach in the community for addressing victimization of individuals with disabilities and Deaf individuals.

I have read and understand the information presented in this section of the Federal Award Instrument.

- > **Financial Information**
- > **Award Conditions**
- > **Award Acceptance**

Financial Information

Enhancing Access to Victim Services
 O-OVC-2022-171328 (Category 1: Direct Services)
 AccessJax Community Collaboration Project
 City of Jacksonville, Jacksonville, Florida
 Application for Funding

Budget and Budget Narrative

I. THE CITY OF JACKSONVILLE (Grantee)

A. Personnel: N/A

B. Fringe Benefits: N/A

C. Travel

<u>Purpose of Travel</u>	<u>Computation</u>	<u>Cost</u>
OVC Conferences and Meetings	Airfare \$650 x 3 trips x 1 staff	\$1,950
	Lodging \$200 x 10 nights x 1 staff	\$2,000
	Per diem \$50/day x 10 days x 1 staff	\$500

Narrative: The City of Jacksonville will serve as Grantee for this project, which will be administered within its Parks, Recreation and Community Services Department (Social Services Division). Human Services Planner III will be the contract manager for this project. The City of Jacksonville is a governmental agency, and its partnership duties will be conducted within the course of its regular scope of work and is therefore not requesting compensation for its participation, other than for travel to conferences and meetings that are deliverables for the grant.

Total for the City of Jacksonville: \$4,450

II. CENTER FOR INDEPENDENT LIVING JACKSONVILLE (CiL) (Sub-grantee)

A. Personnel

<u>Position</u>	<u>Computation</u>	<u>Cost</u>
<u>Disability Victim Advocate</u>	\$42,000 x 100% Year 1	\$42,000
	\$42,840 x 100% Year 2	\$42,840
<u>Deaf Victim Advocate</u>	\$40,000 x 50% Year 1	\$20,000
	\$40,000 x 50% Year 2	\$20,000
<u>Disability Advocate Program Manager</u>	\$55,000 x 10% Year 1	\$5,500
	\$56,100 x 10% Year 2	\$5,610

Narrative: The Disability Victim Advocate will be a full-time position, whose duties will primarily be the provision of advocacy services to crime victims who have a disability. Services will include case management, safety planning, court accompaniment, and coordination with other

service providers in the community. The Deaf Victim Advocate will be a half-time position held by a Deaf person (likely combined with functions funded by other sources to provide full-time pay and benefits), whose duties will primarily be the provision of advocacy services to Deaf and Hard of Hearing crime victims. Services will include case management, safety planning, court accompaniment, and coordination with other service providers in the community. The Disability Advocate Program Manager, funded at 10 percent, will supervise the Disability Victim Advocate and the Deaf Victim Advocate and also serve as Co-Project Director for the programmatic aspects of the grant.

Total Center for Independent Living Jacksonville Personnel: \$135,950

B. Fringe Benefits

<u>Position</u>	<u>Computation</u>	<u>Cost</u>
<u>Disability Victim Advocate</u>		
Employer’s FICA/Med Tax	\$3,500 x 100% Year 1 \$3,600 x 100% Year 2	\$3,500 \$3,600
Health, Dental, Vision Insurance	\$7,200 x 100% x 2 yrs.	\$14,400
Retirement	\$1260 x 100% Year 1 \$1285 x 100% Year 2	\$1,260 \$1,285
Workers’ Compensation	\$675 x 100% x 2 yrs.	\$1,350
Disability	\$360 x 100% x 2 yrs.	\$720
<u>Deaf Victim Advocate</u>		
Employer’s FICA/Med Tax	\$3,210 x 50% x 2 yrs.	\$3,210
Health, Dental, Vision Insurance	\$6,359 x 50% x 2 yrs.	\$6,359
Retirement	\$1,236 x 50% x 2 yrs.	\$1,236
Workers’ Compensation	\$328 x 50 % x 2 yrs.	\$328
Disability	\$360 x 50% x 2 yrs.	\$360

Narrative: Fringe benefits requested for the positions listed are based on actual known costs and established formulas as indicated for each category for the percentage of time devoted to the project. Benefits for the Disability Advocate Program Manager, whose salary is funded at 10 percent from this grant, will be paid from other sources.

Total Center for Independent Living Jacksonville Fringe Benefits: \$37,608

C. Travel

<u>Purpose of Travel</u>	<u>Computation</u>	<u>Cost</u>
OVC Conferences and Meetings	Airfare \$650 x 3 trips x 1 staff Lodging \$200 x 10 nights x 1 staff Per diem \$50/day x 10 days x 1 staff	\$1,950 \$2,000 \$ 500
Local Mileage (Client Services)	100 mile/mo. x \$0.625 x 24	\$1,500

Narrative: One of the deliverables stated in the grant solicitation is attendance at OVC and Technical Assistance conferences and meetings. The details of these costs are to be determined, so allocations reflect historical experience with similar federal grants. Local mileage is necessary for advocates to travel to the Courthouse and to make home visits to clients, where necessary.

Total Center for Independent Living Jacksonville Travel: \$5,950

D. Equipment

<u>Items</u>	<u>Computation</u>	<u>Cost</u>
Laptops/Printers	\$1500 x 100% \$1500 x 50%	\$1500 \$ 750
Cell Phones	\$650 x 100% x 2 yrs. \$650 x 50% x 2yrs.	\$1,300 \$ 650

Narrative: Laptops and cell phones are for use by Victim Advocates while performing their duties for the project. Costs are apportioned according to time devoted to the project.

Total Center for Independent Living Jacksonville Equipment: \$4,200

E. (Consultants/Contracts)

<u>Service</u>	<u>Computation</u>	<u>Cost</u>
ASL and LEP interpreters	\$70 per hr. x 60 hrs.	\$4,200

Narrative: Allocation for interpreters is supplemented by availability of Advocacy staff who are bi-lingual in English and ASL and other staff who are bi-lingual in English and Spanish.

Total for ASL & LEP Interpreters: \$4,200

F. Client Services (Other)

Client Travel (bus passes, Uber, etc.)	\$5,800	\$5,800
Caregiver Replacement	\$25 hr. x 200 hrs.	\$5,000

Narrative:

Caregiver Replacement allocation is necessary because of significant levels of victimization of people with disabilities by caregivers, and client travel is for client to access Mainstream Resources.

Total Center for Independent Living Jacksonville Client Services: \$10,800

G. Supplies

Office Supplies etc.		\$1,103.96
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Narrative:

Supplies for the office for program operation.

Total Center for Independent Living Jacksonville – Supplies: \$1,103.96

Total for Center for Independent Living Jacksonville: \$199,811.96

III. JACKSONVILLE SHERIFF’S OFFICE (JSO) (Sub-grantee)

A. Personnel

<u>Position</u>	<u>Computation</u>	<u>Cost</u>
Social Services Specialist	\$43,653 x 100% Year 1	\$43,653
(Disability Victims Advocate)	\$44,744 x 100% Year 2	\$44,744

Narrative: The Social Services Specialist is a full-time system-based advocate who provides services to primary and secondary victims of crime who have a disability or who are Deaf. Work requires knowledge of varied benefits, social services, and public assistance-related federal, state, and local laws, rules and regulations and the ability to research, analyze, interpret, and apply provisions of such laws, rules and regulations.

Total Jacksonville Sheriff’s Office Personnel: \$88,397

B. Fringe Benefits

<u>Position</u>	<u>Computation</u>	<u>Cost</u>
Social Services Specialist (Disability Victim Advocate)		
Med Tax	\$633 x 100% Year 1	\$633
	\$649 x 100% Year 2	\$649

Retirement	\$5,239 x 100% Year 1	\$5,239
	\$5,369 x 100% Year 2	\$5,369
Health/Dental Insurance	\$8200 x 100% x 2 yrs.	\$16,400
Life Insurance	\$52 x 100% Year 1	\$52
	\$54 x 100% Year 2	\$54

Narrative: Fringe benefits requested for the position listed are based on actual known costs and established formulas as indicated for each category for the percentage of time devoted to the project.

Total Jacksonville Sheriff’s Office Fringe Benefits: \$28,396

C. Travel

<u>Purpose of Travel</u>	<u>Computation</u>	<u>Cost</u>
OVC Conferences and Meetings	Airfare \$650 x 3 trips x 1 staff	\$1,950
	Lodging \$200 x 10 nights x 1 staff	\$2,000
	Per diem \$50/day x 10 days x 1 staff	\$ 500

Narrative: One of the deliverables stated in the grant solicitation is attendance at OVC and Technical Assistance conferences and meetings. The details of these costs are to be determined, so allocations reflect historical experience with similar federal grants.

Total Jacksonville Sheriff’s Office Travel: \$4,450

D. Equipment

<u>Items</u>	<u>Computation</u>	<u>Cost</u>
Laptop	\$978	\$978

Narrative: Laptop is for use by Social Service Specialist (Disability Victim Advocate) while performing their duties for the project. Cost is apportioned according to time devoted to the project.

Total Jacksonville Sheriff’s Equipment: \$978

E. Victim Services Certification (Other)

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Certification Training	Lodging (\$210 x 5)	\$1,050
	Transportation \$200	\$200

Parking \$60	\$60
Registration \$400	\$400
Meals \$300 (\$50 x 6)	\$300

Narrative: This is listed as a separate category because it is a required certification for the Social Services Specialist (Disability Victim Advocate), a system-based advocate working for the Jacksonville Sheriff’s Office.

Total Jacksonville Sheriff’s Office Victim Services Certification: \$2,010

F. Client Services (Consultants/Contracts)

<u>Service</u>	<u>Computation</u>	<u>Cost</u>
ASL and LEP interpreters	\$70 per hr. x 65 hrs.	\$4,550

Narrative: Allocation is necessary to provide accessible language services for victims served by the Jacksonville Sheriff’s Office, supplemented by bi-lingual staff.

Total Jacksonville Sheriff’s Office Direct Services: \$4,550

Total for Jacksonville Sheriff’s Office: \$128,781

IV. HUBBARD HOUSE, INC. (Sub-Grantee)

A. Personnel

<u>Position</u>	<u>Computation</u>	<u>Cost</u>
Lead Education Specialist	\$26/hr. x 3962 hrs. x 21% (Year 1)	\$21,632.52
	\$26/hr. x 3962 hrs. x 21% (Year 2)	\$21,632.52
	TOTAL	\$43,265.04

Narrative: This part-time position will serve as project director of the programmatic aspects of the project, working with the Disability Victim Advocate Manager at Center for Independent Living Jacksonville, who will serve as co-project director. The Lead Education specialist will also have primary responsibility for all capacity building activities of the project, focusing on training of staffs of project partners and community partners and review and revision of policies and procedures at community partners, especially coordination of services and referrals. This position will also have primary responsibility for coordinating and compiling data collection and project evaluation activities and working with the City of Jacksonville grant manager to complete and submit all required reports.

Total Hubbard House Personnel: \$43,265.04

B. Fringe Benefits

<u>Position</u>	<u>Computation</u>	<u>Cost</u>
<u>Lead Education Specialist</u>		
Employer's FICA	\$1,655 x 2 yrs.	\$3,310
Retirement	\$1,082 x 2 yrs.	\$2,164
Workers' Compensation	\$734 x 2 yrs.	\$1,468

Narrative: Fringe benefits requested for the position listed are based on actual known costs and established formulas as indicated for each category for the amount of time (16 hrs. per week) devoted to the project. As this is a part-time position, there is no cost for health insurance.

Total Hubbard House Fringe Benefits: \$6,942

C. Travel

<u>Purpose of Travel</u>	<u>Computation</u>	<u>Cost</u>
OVC Conferences and Meetings	Airfare \$650 x 3 trips x 1 staff	\$1,950
	Lodging \$200 x 10 nights x 1 staff	\$2,000
	Per diem \$50/day x 10 days x 1 staff	\$500

Narrative: One of the deliverables stated in the grant solicitation is attendance at OVC and Technical Assistance conferences and meetings. The details of these costs are to be determined, so allocations reflect historical experience with similar federal grants.

Total Hubbard House Travel: \$4,450

D. Services (Consultants/Contracts)

<u>Service</u>	<u>Computation</u>	<u>Cost</u>
Interpreting (ASL and LEP) for clients	\$70/hr. x 60 hrs.	\$4,200
Interpreting (ASL and LEP) for trainings/outreach	\$70/hr. x 30 hrs.	\$2,100
Deaf Consultant/Trainer	\$40/hr. x 150 hrs.	\$6,000

Narrative: Allocation for interpreting will be supplemented by funding from other sources and Hubbard House bi-lingual staff. The Deaf Consultant/Trainer is for recognized experts from the Deaf Community to train/advise on Deaf culture and service delivery.

Total Hubbard House Services: \$12,300

Total for Hubbard House: \$ 66,957.04

GRAND TOTAL: \$400,000.00

Budget Summary by Categories

Budget Category	Amount
Personnel	\$267,612.04
Fringe Benefits	\$72,946
Travel	\$19,300
Equipment	\$5,178
Supplies	\$1,103.96
Consultants and Contracts	\$21,050
Other Costs (Victim Services Certification/Client Services)	<u>\$12,810</u>
Total Direct Costs	\$400,000
Indirect Costs	\$0
TOTAL PROJECT COSTS	<u>\$400,000</u>
Federal Share Requested	\$400,000
Non-Federal (Match) Amount	\$ 0

Budget Summary by Partners

City of Jacksonville	
Travel	\$4,450
Sub-total	<u>\$4,450</u>
Center for Independent Living Jacksonville	
Personnel	\$135,950
Benefits	\$37,608
Travel	\$5,950
Equipment	\$4,200
Supplies	\$1,103.96
Consultants/Contracts	\$4,200
Client Services (Other)	\$10,800
Sub-total	<u>\$199,811.96</u>
Jacksonville Sheriff's Office	
Personnel	\$88,397
Benefits	\$28,396
Travel	\$4,450

Equipment	\$978
Victim Services Certification (Other)	\$2,010
Client Services (Other)	\$4,550
Sub-total	\$128,781

Hubbard House

Personnel	\$43,265.04
Benefits	\$6,942
Travel	\$4,450
Services (Consultants/Contracts)	\$12,300
Sub-total	\$66,957.04

Grand Total	\$ 400,000
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Award Conditions

- > **Award Letter**
- > **Award Information**
- > **Project Information**
- > **Financial Information**
- ✓ **Award Conditions**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient

("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOI awarding agency (OIP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each

hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"),

procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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I have read and understand the information presented in this section of the Federal Award Instrument.

> **Award Acceptance**

EXHIBIT B INDEMNIFICATION

Recipient shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Contract**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Exhibit C INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Recipient shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Recipient shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits and in amounts not less than those stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 100,000 Each Accident
	\$ 500,000 Disease Policy Limit
	\$ 100,000 Each Employee/Disease

This insurance shall cover the Recipient (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any

restrictive endorsements other than those reasonably required by the City's Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability \$1,000,000 Combined Single Limit

(Coverage for all automobiles owned, hired, or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, and must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability \$1,000,000 per Claim and Aggregate

(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Sexual Molestation \$1,000,000 Per Claim

\$2,000,000 Aggregate

(Only if program includes direct supervision of children, special needs, and/or senior citizens)

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

A. Additional Insurance Provisions

- A. Certificates of Insurance. Recipient shall deliver to the City of Jacksonville Certificates of Insurance that show the corresponding City Contract, Bid Number, or PO if applicable in the Description, Additional Insured, Waivers of Subrogation, and s t a t e m e n t as provided below. The certificates of insurance shall be made available upon request of the City of Jacksonville.
- B. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and its respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more

restrictive than CG2010 and, if products and completed operations are required, CG2037, and for Automobile Liability in a form no more restrictive than CA2048.

- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its respective members, officers, officials, employees, and agents.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Recipient Insurance Primary. The insurance provided by Recipient shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and its respective members, officers, officials, employees, and agents
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Recipient. Under no circumstances will the City of Jacksonville or its respective members, officers, officials, employees, and agents be responsible for paying any deductible or self-insured retention related to this Contract.
- G. Waiver/Estoppel. Neither approval by City of, nor its failure to disapprove, the insurance furnished by Recipient shall relieve Recipient of its full responsibility to provide insurance as required under this Contract.
- H. Notice. The Recipient shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days' prior written notice of any change in the above insurance coverage limits or of cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Recipient shall provide said thirty (30) days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.
- I. Survival. Anything to the contrary notwithstanding, the liabilities of the Recipient under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.
- J. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.
- K. Special Provision: Prior to executing this Agreement, Recipient shall present this Agreement and insurance requirements to its insurance agent affirming: 1) that the agent has personally reviewed the insurance requirements of the Agreement Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required.

Exhibit D
HIPAA BUSINESS ASSOCIATE ARRANGEMENT

EXHIBIT D

BUSINESS ASSOCIATE ARRANGEMENT

This Agreement Is made effective by and between the Parties to that certain Miscellaneous Appropriation Agreement for , **Inc.**

WITNESSETH:

WHEREAS, Sections 261 through 264 of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 known as the Administrative Simplification Provisions, direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and Integrity of health Information; and

WHEREAS, pursuant to the Administrative Simplification Provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the HIPAA Privacy Rule); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby The City of Jacksonville ("Business Associate") will provide certain funding to , **Inc.** ("Covered Entity"), and, pursuant to Such arrangement, Business Associate may be considered a Business Associate of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, In consideration of; the Parties' continuing obligations under the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which Is hereby acknowledged, the Parties agree to the provisions of this Agreement In order to address the requirements of the HIPAA Privacy Rule and to protect the Interests of both Parties.

I. DEFINITIONS:

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an Inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated In the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually Identifiable health formation inducing, without limitation, all information, data, documentation, and materials, Including without Imitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an Individual; or the past, present, or future payment (or the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

Business. Associate acknowledges and agrees that all Protected Health Information created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(A) Business Associate agrees:

- (i) To use or disclose any Protected Health Information solely: (1) for meeting Is obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such Information or as otherwise permitted under this Agreement or the HIPAA Privacy Rule;
- (ii) At termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information or If such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the Information not feasible; and
- (iii) To ensure that its agents, including a Subcontractor, to whom it provides Protected Heath Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information.

Revised Exhibit 4

Business

Rev Agmt

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Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(B). Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

- (i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
 - (a) The disclosure is required by law; or
 - (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially, and used or further disclosed only as required by law for the purpose for which it was disclosed to the person, and the Person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (c) For data aggregation Services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services mean the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate or another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
 - (d) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health information to ensure Covered Entity's compliance with the terms with the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any use or disclosure of Protected Health information which is not in compliance with the terms of this Agreement of which it becomes aware.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

- a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- b) Business Associate agrees to appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c) Business Associate agrees to mitigate to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health information by Business Associate in violation of the requirements of this Agreement. (This provision may be included if it is appropriate for the Covered Entity to pass on its duty to mitigate damages to a Business Associate.)
- d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom It provides Protected Health Information received from, or created, or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this agreement to Business Associate with respect to such information.
- f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524. (Not necessary if business associate does not have protected health information in a designated record set.)
- g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. (Not necessary if business associate does not have protected health information in a designated record set.)
- h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available (to the Covered Entity, or) to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i) Business Associate agrees to document such disclosures of Protected Health Information and Information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

- j) Business Associate agrees to Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section III (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information In accordance with 45 CFR § 164.528.

IV. AVAILABILITY OF PROTECTED HEALTH INFORMATION

- a) Business Associate agrees to make available Protected Health Information to the extent and In the manner required by Section 164.524 of the HIPAA Privacy Rule.
- b) Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information In accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.
- c) In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

V. TERMINATION:

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practical, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such, belief, and Business Associate fails to provide adequate written assurances to Covered Entity that It will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but In any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement immediately.

VI. MISCELLANEOUS:

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No party may assign its respective rights and obligations under this Agreement without the prior written consideration of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the parties evidencing their business relationship.

The laws of the State of Florida shall govern this Agreement. No change, waiver or discharge of any liability or obligation hereunder on anyone or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information, which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive document will control. The provisions of this Agreement are intended to establish minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be Invalid or unenforceable, the remainder of the provisions of this Agreement will remain in force and effect. In addition, In the event a party believes, good faith that any provision of this Agreement falls to comply with the then-current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing, for a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, If necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.