

POLK COUNTY
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION GRANT
SUBRECIPIENT AGREEMENT # 23-553-SAMHSA

This Subrecipient Agreement (“Agreement”) is made effective from **October 1, 2023** (“Effective Date”) to **September 29, 2024** by and between **Crescendo Consulting Group, LLC**, (“CRESCENDO”) the “Subrecipient”, and Polk County, a political subdivision of the State of Florida (“COUNTY”), (CRESCENDO and COUNTY shall be jointly referred to herein as the “Parties”).

WITNESS TO:

WHEREAS, the COUNTY submitted an application (the “Application”) to the U.S. Department of Health and Human Services (“HHS”), Substance Abuse and Mental Health Services Administration (SAMHSA) in response to SAMHSA’s FY2023 Congressional Directive Spending Projects Notice of Funding Announcement FG-23-099 (the “Announcement”); and

WHEREAS, SAMHSA delivered a Notice of Award, Award Number IH79FG000944-01 (the “Notice”), advising the COUNTY it had been awarded grant funds (the “Grant”) pursuant to the authority contained within Public Law 117-328, the Consolidated Appropriation Act, 2023 (the “Act”); and

WHEREAS, the Grant has been awarded to the COUNTY in accordance with and pursuant to the requirements, terms, and conditions of the Act, the Announcement, the approved Application, the Notice, and all other applicable federal laws, regulations, rules, policies, and guidance regarding or pertaining to the Grant (all, collectively, as each may be subsequently amended, revised, supplemented, or restated in whole or in part the “Grant Requirements”) which include without limitation the Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200 as codified by HHS at 45 CFR Part 75, HHS Grants Policy Statement, SAMHSA Additional Directives, and the Standard Terms and Conditions of the Grant for federal fiscal year 2023; and

WHEREAS, as the Grant recipient, the COUNTY is legally and financially responsible for all aspects of the Grant award to include funds provided to any subrecipients; and

WHEREAS, the COUNTY wishes to enter into this Agreement with CRESCENDO as a Subrecipient for the purposes of performing a behavioral health assessment on Polk County Public Schools and creating a public-facing website to fulfill the goals of the Grant; and

WHEREAS, the Subrecipient agrees to provide services in accordance with this Agreement and the Grant Requirements, together with any other federal law, regulation, requirement, or guidance applicable to or regarding the Grant;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I
SERVICE DELIVERY

- 1.1 The recitals stated above are true, correct, and incorporated into this Agreement.
- 1.2 CRESCENDO shall undertake and perform all tasks and services (“Services”) identified in the Scope of Services attached to this Agreement as Exhibit B and incorporated herein by reference for qualified Polk County residents. Further eligibility requirements are stated in Exhibit B.
- 1.3 The Scope of Services shall not be altered without prior written approval from the COUNTY.

ARTICLE II
FUNDING

- 2.1 In consideration for CRESCENDO providing Services, the COUNTY will pay CRESCENDO a total amount not to exceed Three Hundred Ninety-Six Thousand Eight Hundred and no/100 Dollars (\$396,800) as described in the

attached Exhibit D (“Budget”) and pursuant to the procedures listed at ARTICLE III herein. CRESCENDO acknowledges that SAMHSA may perform an administrative review of the COUNTY’s financial management system. Funding may be restricted to the COUNTY in accordance with 45 CFR Part 75 / 2 CFR Part 200 as applicable. COUNTY’s obligation to pay the aforementioned amount is expressly contingent on good standing and the COUNTY’s ability to drawdown Grant funding.

- 2.2 CRESCENDO acknowledges its responsibility to exercise proper stewardship over the Grant funds and it shall ensure the costs charged to the Grant are allowable, allocable, reasonable, necessary and consistently applied according to the applicable provisions of 2 CFR Part 200.403 and 2 CFR Part 200.404.
- 2.3 CRESCENDO acknowledges that the United States Government has provided all or a portion of the Grant funds. To fulfill certain federal requirements associated with the receipt of the Grant funds, CRESCENDO shall comply with the applicable supplemental conditions attached hereto as Exhibit A and fully incorporated herein by reference, and will also execute and deliver to the COUNTY the certifications attached hereto as Attachment 1 and Attachment 2 to Exhibit A.
- 2.4 CRESCENDO agrees to return to the COUNTY any overpayments of Grant funds disallowed pursuant to the terms and conditions of the Agreement. In the event that the Parties or their independent auditors discover that an overpayment has been made, the overpayment shall be repaid immediately without prior notification from the COUNTY. In the event that the COUNTY first discovers an overpayment has been made, the COUNTY will notify CRESCENDO of such findings.

ARTICLE III
PROCEDURES FOR INVOICING AND PAYMENT

- 3.1 CRESCENDO shall deliver, or cause to be delivered to the COUNTY, a monthly invoice for Services rendered by utilizing an invoice on CRESCENDO letterhead in form and content similar to the form found in the attached Exhibit E. Invoices will be submitted by the last calendar day of the month following the end of the month which is the subject of the report.
 - A. The COUNTY may, at its discretion, inspect any documents, records, and files retained by CRESCENDO to verify accuracy of all submitted invoices and reports.
- 3.2 Upon receiving the invoices and supporting documentation, the COUNTY shall review such invoices and supporting documentation to determine whether the invoiced items are proper for payment. The COUNTY will pay CRESCENDO for Services on a monthly basis based upon approved invoices.

ARTICLE IV
REPORTING

- 4.1 CRESCENDO shall provide the COUNTY with the following reporting within sixty (60) days after the closeout of the Grant period:
 - A. Final Federal Financial Report (Final FFR, SF-425)
 - B. Final Progress Report (FPR)
- 4.2 CRESCENDO shall provide the COUNTY with additional relevant information relating to the Services and/or program, upon request, as needed. To the extent possible, the COUNTY will specify what additional information it may need from CRESCENDO at least ten (10) days before the date the COUNTY must receive the requested information.

ARTICLE V
EVALUATION AND MONITORING

- 5.1 CRESCENDO agrees that the COUNTY will monitor and evaluate CRESCENDO’s performance of its Agreement activities as determined necessary by the COUNTY to include without limitation CRESCENDO’s Article IV reporting obligations. Such monitoring and evaluation shall be based on the terms of this Agreement and outcome

measures. CRESCENDO agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as determined necessary by the COUNTY for purposes of monitoring and evaluation under this Agreement and shall submit to the COUNTY any information and status reports required by the COUNTY on forms approved by the COUNTY.

- 5.2 The COUNTY and CRESCENDO hereby mutually agree to outcomes and performance objectives described in the attached Exhibit C. CRESCENDO will furnish to the COUNTY the data that will be used to evaluate the effectiveness of the Services funded under this Agreement.
- 5.3 CRESCENDO gives the COUNTY, through any authorized representative, access to and the right to inspect, examine, copy and audit all records, books, papers, or documents relating to the Services provided under the terms of this Agreement.

ARTICLE VI **FINANCIAL RESPONSIBILITY**

- 6.1 CRESCENDO shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which shall sufficiently and properly reflect all expenditures of funds provided under this Agreement and in accordance with Florida's Public Records Act.
- 6.2 CRESCENDO shall also provide for audit purposes (upon request) all files, records and documents pertaining to all Service delivery related activities.

ARTICLE VII **ASSURANCES**

- 7.1 CRESCENDO shall comply with the following assurances:
- A. CRESCENDO agrees to comply with all applicable Federal, State, and County constitutions laws, ordinances, codes and regulations including, without limitation, Section 766.1115, Florida Statutes. The Bylaws and Policies and Procedures, and Articles of Incorporation of CRESCENDO shall also regulate the program operation of CRESCENDO. Any conflict or inconsistency between the Federal, State or County guidelines and regulations, CRESCENDO's corporate governance documents, and this Agreement shall be resolved in favor of the most restrictive regulations.
 - B. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which CRESCENDO receives Federal financial assistance.
 - C. CRESCENDO shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status.
 - D. CRESCENDO shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, CRESCENDO shall disclose such situations to the COUNTY and the County Attorney's Office for review.
 - E. In accordance with the Drug Free Workplace Act of 1988, CRESCENDO certifies that it has a policy designed to ensure that CRESCENDO's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
 - F. CRESCENDO certifies compliance with Paragraph (2)(a) of Section 287.133 Florida Statutes, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Contractor, supplier, subContractor, or consultant under a contract

with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.” CRESCENDO acknowledges that this Agreement shall be void if it has violated the above-referenced statute. Additionally, CRESCENDO shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

- G. As a “Covered Entity,” CRESCENDO warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and the provisions of the Privacy Rule, Security Rules adopted by the Department of Health and Human Services (“HHS”), the Health Information Technology for Economic and Clinical Health Act of 2009, as amended (“HITECH Act”), and the Florida Information Protection Act of 2014, as amended (“FIPA”). CRESCENDO further agrees that it shall restrict disclosure or usage of Protected Health Information (“PHI”) it obtains or creates through its association with the COUNTY to the exclusive purposes established by this Agreement.

ARTICLE VIII **GENERAL PROVISIONS**

8.1 As applicable, CRESCENDO agrees to abide by the provision of Section 112.3135, Florida Statutes, pertaining to Restriction on Employment of Relatives, Chapter 119, Florida Statutes, pertaining to Public Records, and Section 286.011, Florida Statutes, pertaining to Public Business in their performance under this Agreement.

8.2 Public Meetings and Records.

A. CRESCENDO acknowledges the COUNTY’s obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. CRESCENDO further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, CRESCENDO shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

B. Without in any manner limiting the generality of the foregoing, to the extent applicable, CRESCENDO acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1. keep and maintain public records required by the COUNTY to perform the Services required under this Agreement;
2. upon request from the COUNTY’s Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if CRESCENDO does not transfer the records to the COUNTY; and
4. upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of CRESCENDO or keep and maintain public records required by the COUNTY to perform the service. If CRESCENDO transfers all public records to the COUNTY upon completion of this Agreement, CRESCENDO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CRESCENDO keeps and maintains public records upon completion of this Agreement, CRESCENDO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY’s Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CRESCENDO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CRESCENDO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

8.3 Employment Eligibility Verification (E-Verify)

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- B. Pursuant to Section 448.095 (5), Florida Statutes, the contractor hereto, and any subcontractor thereof must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Florida Statutes, is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.
- C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Florida Statutes, the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Florida Statutes, such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Florida Statutes, by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

8.4 The entire Agreement between the Parties and its corresponding referenced Exhibits are all set forth herein, attached hereto, and contained within this document; and the Parties agree that there are no other commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

8.5 This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.

8.6 All notices required by this Agreement shall be in writing.

ARTICLE IX
CONFLICT OF INTEREST

9.1 No person who is an employee, agent, consultant, officer, or appointed official of CRESCENDO and who is in a position to participate in a decision making process or gain inside information with regard to activities relevant to the terms of this Agreement, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subContractor, or Agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

ARTICLE X
INDEMNIFICATION

10.1 Neither party, as state entities within the State of Florida and in accordance with Section 768.28, Florida Statutes, agrees to indemnify or insure the other party for the other party's negligent acts or omissions or tortious acts which result in claims or suits against either or both parties, or to assume any liability for the other party's negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a State Agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement. Funds made available pursuant to this Agreement shall not be used by CRESCENDO for the purpose of initiating or pursuing litigation against the COUNTY.

10.2 CRESCENDO agrees to continually provide insurance, at least to the extent described in Article XI below. Prior to the execution of the Agreement, CRESCENDO shall furnish the COUNTY with written verification of the existence of such insurance coverage.

ARTICLE XI
INSURANCE

11.1 CRESCENDO shall maintain at all times the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amount of coverage not less than those set forth below:

A. Workers' Compensation – in compliance with State and Federal laws.

B. Comprehensive General Liability – \$1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

1. Premises and Operations; and

2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverages.

C. Independent Contractors (if applicable) – Delete Exclusion relative to Property Damage Hazards; Cross Liability Endorsement; and Contractual liability.

11.2 CRESCENDO shall provide the COUNTY a copy of the Certificate of Insurance to evidence such coverage prior to commencement of work under the terms of this Agreement. Such Certificate of Insurance shall provide that there shall be no termination, non-renewal modification, or expiration of such coverage except with forty-five (45) calendar days prior written notice to the COUNTY.

11.3 The COUNTY shall be named as an additional insured on all policies related to the activities carried under the terms of this Agreement, excluding Workers' Compensation. Waiver of subrogation applies in favor of the COUNTY with regard to General Liability and applicable Workers' Compensation coverages.

11.4 All insurance coverage shall be written with a firm having an A.M. Best Rating of at least the "A" category and size category of "VIII".

- 11.5 In the event of any failure by CRESCENDO to comply with the provisions of this Article XI, the COUNTY may, at its option, upon notice to CRESCENDO suspend the Agreement for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at CRESCENDO's expense, provided that the COUNTY shall have no obligation to do so. CRESCENDO shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

ARTICLE XII
MODIFICATION

- 12.1 The COUNTY may, at its discretion and upon provision of proper notice to CRESCENDO, amend this Agreement to conform to changes in Federal, State, and/or COUNTY guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement.
- 12.2 No modification to this Agreement shall be binding on either party unless in writing and signed by both parties.

ARTICLE XIII
APPLICABLE LAWS AND COURTS

- 13.1 The COUNTY and CRESCENDO agree the Agreement and all Services and activities related thereto shall be governed and interpreted in all respects by the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be the courts of the Tenth Judicial Circuit, Polk County, Florida.

ARTICLE XIV
NOTICES

- 14.1 The COUNTY and CRESCENDO agree that any notice, demand or communication required to be given hereunder shall be written, addressed and delivered to the party for whom it is intended at the following address:

CRESCENDO CONSULTING GROUP, LLC:

Katelyn Michaud, Manager Principal
Crescendo Consulting Group, LLC
63 Federal Street #1028
Portland, ME 04101
Tel 207-831-6857

COUNTY:

Holly Vida, Behavioral Health Program Manager
Health and Human Services
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-1005

or to such other address as such party has specified by notice in writing to the other party. Notice shall be effective upon receipt or upon refusal to accept receipt. Notices must be (i) personally delivered; (ii) sent by recognized expedited delivery service; or (iii) mailed via registered or certified United States mail, postage prepaid with return receipt requested.

ARTICLE XV
SUSPENSION AND TERMINATION

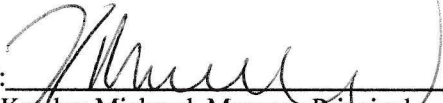
- 15.1 Remedies for Non-compliance: If CRESCENDO materially defaults or otherwise fails to comply with any term of this Agreement, any Federal, State, or local law, or any applicable County policy, then the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:
- A. Temporarily withhold cash payments pending CRESCENDO's correction of the default or other deficiency, or the COUNTY's election of final remedies available to it.
 - B. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the Service, activity, or action not in compliance with required standards or conditions.
 - C. Wholly or partly suspend or terminate the Agreement.

- D. Withhold further funding under this Agreement.
 - E. The COUNTY may withhold payment for all Services provided for under this Agreement in the event that:
 - 1. Services are not being provided according to State guidelines and regulations;
 - 2. The assurances contained herein are determined by the COUNTY to be false; or
 - 3. The provisions of this Agreement are not being adhered to.
 - F. Take other remedies that may be legally or equitably available.
- 15.2 Hearings Appeals: In taking an enforcement action listed in Section 15.1 or in any other provision of the Contract, the COUNTY will provide CRESCENDO an opportunity for any hearing, appeal, or other administrative proceeding which the COUNTY may be required to provide or which CRESCENDO is entitled to receive under any statute or regulation applicable to the particular action involved.
- 15.3 Efforts of Suspension and Termination: Costs resulting from obligations incurred by CRESCENDO in clearing a suspension after termination of any contract or award are not allowable unless the COUNTY expressly authorizes payment of such costs. Other CRESCENDO costs incurred during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- A. The costs result from obligations which were properly incurred by CRESCENDO before the effective date of suspension or termination and not in anticipation of it or costs, in case of termination, which are non-cancelable; and
 - B. The costs would be allowable if the award was not suspended or if said award expired normally at the end of the funding period in which the termination takes effect.
- 15.4 Termination for Convenience: At any time during the term of this Agreement, this Agreement may be terminated, in whole or in part, for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination. In the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- 15.5 Termination of Scrutinized Companies: This Agreement may be terminated at the option of the COUNTY if CRESCENDO is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Agreement may be terminated at the option of COUNTY if CRESCENDO is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

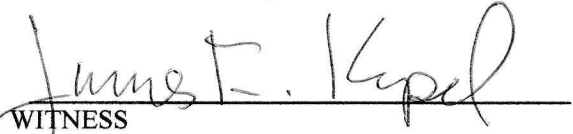
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.

IN WITNESS WHEREOF the parties hereto duly execute this Agreement as of the day and year first written above.

CRESCENDO CONSULTING GROUP, LLC

BY: 
Katelyn Michaud, Manager Principal

DATE: 10/17/2023


WITNESS


WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
George M. Lindsey, III, Chairman

DATE: _____

ATTEST: Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency:

BY: _____
County Attorney's Office

The following conditions are supplemental to the other Agreement terms and conditions. When there is conflict, these Supplemental Conditions prevail unless other Agreement terms are stricter:

Equal Employment Opportunity. *(Applicable to construction contracts only)*

During the performance of this Agreement, the Subrecipient agrees as follows:

(1) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

Compliance with the Contract Work Hours and Safety Standards Act. *(Applicable to all awarded contracts related to "mechanics and labors" with a value greater than \$100,000)*

(1) Overtime requirements. Neither the contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages.

In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Polk County, a political subdivision of the State of Florida, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Davis Bacon Act and Copeland Anti-Kickback Act. *(Applicable to all construction contracts in excess of \$2,000)*

(1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

(2) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

(3) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(4) In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the federal awarding agency.

(5) The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”

“Compliance with the Copeland “Anti-Kickback” Act. *(Applicable if subject to Davis-Bacon Act)*

(1) Contractor. The Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. The Subrecipient’s contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

Clean Air Act and the Federal Water Pollution Control Act. (For contracts of amounts in excess of \$150,000)

Clean Air Act (*Applicable to all contracts of amounts in excess of “\$150,000”*)

(1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate state and federal agencies.

(3) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Department Of Housing And Urban Development.

Federal Water Pollution Control Act

(1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate state and federal agencies.

(3) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Department Of Housing And Urban Development.

Debarment and Suspension (Attachment 1)

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (Attachment 2) (*Applicable to all contracts in excess of \$100,000*)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient shall also take such affirmative steps in the selection of its subcontractors, laborers, and materialmen. Affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Access to Records. The following access to records requirements apply to this Agreement:

- (1) The Subrecipient agrees to provide the County, SAMHSA, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

ATTACHMENT 1

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Subrecipient certifies, to the best of its knowledge and belief, that-

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Subrecipient agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE:  _____

COMPANY NAME: Crescendo Consulting Group, LLC

DATE: 10/17/2023

ATTACHMENT 2

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

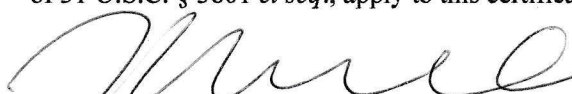
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Crescendo Consulting Group, an authorized officer or signatory for the Subrecipient, hereby certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, Crescendo Consulting Group, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


Signature of Subrecipient's Authorized Official

Kathryn Michaud, Managing Principal
Name and Title of Subrecipient's Authorized Official

10/17/2023
Date

SCOPE OF SERVICES

Crescendo Consulting Group, LLC (Crescendo) will construct and implement a public-facing website comprised of an updated county behavioral health resource map (accessible by mobile users), and an updated key performance indicator dashboard. The website will also educate users on accessing behavioral health resources, the symptoms of mental health issues, and provide narrative aimed at reducing the stigma surrounding behavioral health challenges. The goal is to increase awareness and knowledge of local behavioral health statistics, challenges, and resources to 725,046 Polk County residents.

Additionally, 103,000 students and 2,500 staff at the Polk County Public School System will be provided an in-depth behavioral health gap analysis focused on the school district. The objective of the gap analysis is to improve effective crisis response and prevention services by collecting, aggregating, and analyzing granular behavioral health data within the school district. The analysis will specifically identify behavioral health needs, formulate targeted priorities, and build a system of supports that better leverages and connects resources.

PERFORMANCE OBJECTIVES

- The public-facing website (accessible with mobile device) containing behavioral health Key Performance Indicators (KPIs), resources, resource maps, and general behavioral health facts will be fully functional by the end of July 2024.
- Search engine optimization (SEO) factors will be built into the website.
- The dashboard will present data on a minimum of 15 KPIs.
- By September 29, 2024, Crescendo will have a complete, written assessment of Behavioral Health system gaps in the school district that will include gap analysis, data analytics, process mapping of available resources, identification of potential barriers to accessing care, a strategic plan, and a communications plan.

BUDGET

| Personnel | | Hourly Rate | Hours | Contractual Cost |
|-----------------|--------------------------------|-------------|--------------|---------------------|
| Scott Good | Project Director | \$110.00 | 1,795 | \$197,450.00 |
| Katelyn Michaud | QC Leader | \$150.00 | 299 | \$44,850.00 |
| Nia Edwards | Data Specialist | \$85.00 | 455 | \$38,675.00 |
| Kate Malloy | Project Communications Manager | \$100.00 | 391 | \$39,100.00 |
| Kevin Koegel | Project Operations Manager | \$125.00 | 209 | \$26,125.00 |
| Totals | | | 3,149 | \$346,200.00 |

| Other Item | Grant Funds |
|-------------------|--------------------|
| Website Developer | \$50,600.00 |
| Total | \$50,600.00 |

| | |
|--------------------|------------------|
| TOTAL AWARD | \$396,800 |
|--------------------|------------------|

INVOICE SAMPLE



Crescendo Consulting Group, LLC

[Street Address]

[City, ST ZIP Code]

Date:

Invoice #: [100]

Service Period: [00-00-00 to 99-99-99]

Contract Number: 23-553-SAMHSA

To: Polk Co., a political subdivision of the State of Florida
 Indigent Health Care
 2135 Marshall Edwards Drive
 Bartow FL, 33830

| Category | Description | Budget | Previously Invoiced | Current Invoice | YTD Total | Balance |
|---------------------------|---------------------|----------------------|---------------------|-----------------|---------------------|----------------------|
| Personnel Total: | Staff Salaries | \$ 346,200.00 | | | \$ - | \$ 346,200.00 |
| | Fringe and Benefits | \$ - | | | \$ - | \$ - |
| | | \$ 346,200.00 | \$ - | \$ - | \$ - | \$ 346,200.00 |
| Operational Total: | Travel | \$ - | | | \$ - | \$ - |
| | Supplies | \$ - | | | \$ - | \$ - |
| | Equipment | \$ - | | | \$ - | \$ - |
| | Indirect Charges | \$ - | | | \$ - | \$ - |
| | Other | \$ 50,600.00 | | | \$ - | \$ 50,600.00 |
| | \$ 50,600.00 | \$ - | \$ - | \$ - | \$ 50,600.00 | |
| Grand Total: | | \$ 396,800.00 | \$ - | \$ - | \$ - | \$ 396,800.00 |

I certify the above to be accurate and in agreement with this agency's record and with the terms of this agreement. Additionally, I certify that any reports accompanying this invoice are true and correct reflection of this period's activities, as stipulated by this agreement.

 Authorized Name (Print)

 Title

 Authorized Signature

 Date