



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
<b>Capital Expenditures</b>	_____	_____	_____	_____	_____
<b>Operating Costs</b>	<u>24,008</u>	_____	_____	_____	_____
<b>External Revenues</b>	<u>(24,008)</u>	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	<u>0</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	_____	_____	_____	_____

Is Item Included In Current Budget? Yes \_\_\_ No X  
 Budget Account No.: Fund 1426 Department 662 Unit 3230 Object var Program  
 Revenue: Fund 1426 Department 662 Unit 3230 Rev Source 3429

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

This FCASV grant pays for salaries and operating expenses of a rape crisis counselor.

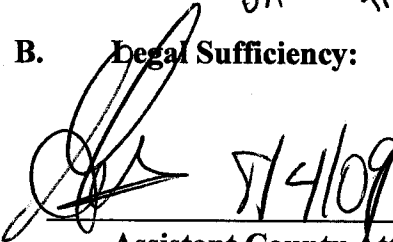
**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

 _____ 7/13/09 OFMB 07/29/08 7/20/09 7/24/09	 _____ Contract Administration
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**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE  
STANDARD SUBCONTRACT**

**THIS SUBCONTRACT** is entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the *Council*, and Palm Beach County Victim Services, hereinafter referred to as the *Provider*. The Council and the Provider may be individually referred to as "Party" or jointly as the "Parties."

**WHEREAS**, the Provider is a rape crisis center to which the Council desires to allocate funds from its General Revenue Contract with the Florida Office of the Attorney General (the "Agency") in accordance with the terms and conditions of that contract; and

**WHEREAS**, the Provider desires to receive funds allocated by the Agency to the Council under the General Revenue Contract and allocated by the Council to the Provider pursuant to the terms and conditions of this Subcontract for use by the Provider in the provision of sexual battery recovery services to primary and secondary victims of sexual battery.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the Parties hereby agree as follows:

**I. THE PROVIDER AGREES:**

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

**B. Requirements of §287.058, Florida Statutes (FS)**

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this Subcontract as specified in Section III, Paragraph A. of this Subcontract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The Council may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the Provider in conjunction with this Subcontract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute an immediate breach of contract.

**C. To the Following Governing Law**

**1. State of Florida Law**

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

**2. Federal Law**

- a. If this Subcontract contains federal funds, the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this Subcontract contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Provider shall report any violations of the above to the Council.
- c. If this Subcontract contains federal funding in excess of \$100,000, the Provider must, prior to Subcontract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- d. Not to employ unauthorized aliens. The Council shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this Subcontract by the Council.
- e. The Provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- f. HIPAA: Where applicable, the Provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

**D. Audits, Records, and Records Retention**

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Council under this Subcontract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Subcontract for a period of six (6) years after termination of the Subcontract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Subcontract.
3. Upon completion or termination of the Subcontract and at the request of the Council, the Provider will cooperate with the Council to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Council.
5. Persons duly authorized by the Council and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of Provider's subcontract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the Council as specified in Attachment III and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**E. Monitoring by the Council**

To permit persons duly authorized by the Council to inspect any records, papers, documents, facilities, goods, and services of the Provider, which are relevant to this Subcontract, and interview any clients and employees of the Provider to assure the Council of satisfactory performance of the terms and conditions of this Subcontract. Following such evaluation the Council will deliver to the Provider a written report of its findings and will include written recommendations with regard to the Provider's performance of the terms and conditions of this Subcontract. The Provider will correct all noted deficiencies identified by the Council within the specified period of time set forth in the recommendations. The Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Council, result in any one or any combination of the following: (1) the Provider being deemed in breach or default of this Subcontract; (2) the withholding of payments to the Provider by the Council; and (3) the termination of this Subcontract for cause.

**F. Indemnification**

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The Provider shall be liable for and shall indemnify, defend, and hold harmless the Council and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, or employees during the performance or operation of this Subcontract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

2. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse the Provider's duty to defend and indemnify within seven (7) days after such notice by the Council is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees related to this obligation and its enforcement by the Council. The Council's failure to notify the Provider of a claim shall not release the Provider of the above duty to defend.

**G. Insurance**

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this Subcontract and any renewal(s) and extension(s) of it. Upon execution of this Subcontract, unless it is a state agency or subdivision as defined by §768.28, FS, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Subcontract. Upon the execution of this Subcontract, the Provider shall furnish the Council written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Council reserves the right to require additional insurance as specified in Attachment I where appropriate.

**H. Safeguarding Information**

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

**I. Assignments and Subcontracts**

1. To neither assign the responsibility of this Subcontract to another party nor subcontract for any of the work contemplated under this Subcontract without prior written approval of the Council, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The Provider shall be responsible for all work performed and all expenses incurred with the project. If the Council permits the Provider to subcontract all or part of the work contemplated under this Subcontract, including entering into subcontracts with vendors for services and commodities, it is understood by the Provider that the Council shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Provider, at its expense, will defend the Council against such claims.
3. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Council in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the Provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

**J. Return of Funds**

To return to the Council any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Subcontract that were disbursed to the Provider by the Council. In the event that the Provider or its independent auditor discovers that overpayment has been made, the Provider shall repay said overpayment within 30 calendar days without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Council will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Council will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

**K. Incident Reporting**

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the Provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

**L. Civil Rights Requirements**

The Provider will comply with all applicable state and federal civil rights laws.

**M. Independent Capacity of the Provider**

1. In the performance of this Subcontract, it is agreed between the parties that the Provider is an independent contractor and that the Provider is solely liable for the performance of all tasks contemplated by this Subcontract, which are not the exclusive responsibility of the Council.
2. The Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this Subcontract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Council. Nor shall the Provider represent to others that it has the authority to bind the Council unless specifically authorized to do so.
3. Except where the Provider is a state agency, neither the Provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Subcontract.
4. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Council or the State of Florida.
5. Unless justified by the Provider and agreed to by the Council in Attachment I, the Council will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the Provider.

**N. Use of Funds for Lobbying Prohibited**

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

**O. Public Entity Crime and Discriminatory Vendor**

1. By executing this Subcontract, the Provider represents and warrants that neither the Provider nor any of its affiliates, subsidiaries, directors, officers or employees are currently on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or the federal government. The Provider shall immediately notify the Council if it or any of its affiliates, subsidiaries, directors, officers or employees are placed on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or the federal government.

**P. Construction or Renovation of Facilities Using State Funds**

No funds provided under this Subcontract may be used for the purchase of or improvements to real property.

**Q. Information Security**

The Provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws. Procedures must be implemented by the Provider to ensure the protection and confidentiality of all confidential matters. The Provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

**II. THE COUNCIL AGREES:**

**A. Subcontract Amount**

To pay for subcontracted services according to the conditions of Attachment I in an amount not to exceed \$24,008.00 subject to the availability of funds. The Council's obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Subcontract.

III. THE PROVIDER AND THE COUNCIL MUTUALLY AGREE

A. Effective and Ending Dates

This Subcontract shall begin on July 1, 2009, and shall be retroactive to that date if executed thereafter. The availability of funds is contingent upon the execution of the General Revenue Contract between the Agency and the Council. It shall end on June 30, 2010.

B. Termination

1. Termination at Will

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

2. Termination Because of Lack of Funds

In the event funds to finance this Subcontract become unavailable, the Council may terminate the Subcontract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Council shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Subcontract, the Provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This Subcontract may be terminated by the Council for the Provider's non-performance upon no less than twenty-four (24) hours notice in writing to the Provider. Waiver of breach of any provisions of this Subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Subcontract. The provisions herein do not limit the Council's right to remedies at law or equity.

C. Renegotiation or Modification

Modifications of provisions of this Subcontract shall only be valid when they have been reduced to writing and duly signed by both parties. This Subcontract may not be amended without the execution of a written document by all Parties hereto. The Parties agree to renegotiate this Subcontract if federal and/or state revisions of any applicable laws or regulations make changes in the Subcontract necessary.

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

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

Palm Beach County Victim Services  
205 North Dixie Highway, Suite 5.1100  
West Palm Beach, Florida 33401

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

Beverly Gearhart  
20 S. Military Trail  
West Palm Beach, Florida 33415  
(561) 712-6473

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

Marie Dowling  
1311 N. Paul Russell Road, Suite A204  
Tallahassee, FL 32301  
(850) 297-2000

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

Nancy Dixon, Division Director  
205 North Dixie Highway, Suite 5.1100  
West Palm Beach, Florida 33401  
(561) 355-6771

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

E. Miscellaneous

1. This Subcontract shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws. Venue for purposes of any action brought to enforce or construe this Subcontract shall be in Leon County, Florida.

2. If any term, provision, covenant or restriction of this Subcontract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect.

F. All Terms and Conditions Included

This Subcontract and its attachments as referenced, Attachments I, II, III, and Exhibits 1, 2 contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Subcontract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Subcontract is found to be illegal or unenforceable, the remainder of the Subcontract shall remain in full force and effect and such term or provision shall be stricken.

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

IN WITNESS THEREOF, the parties hereto have caused this 17 page Subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER PALM BEACH COUNTY VICTIM SERVICES  
SIGNED BY: Vincent J. Bonvento  
NAME: VINCENT J. BONVENTO  
TITLE: ASSISTANT COUNTY ADMINISTRATOR  
DATE: 6/29/09

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE  
SIGNED BY: Jennifer L. Dritt  
NAME: JENNIFER L. DRITT  
TITLE: EXECUTIVE DIRECTOR  
DATE: 6/29/09

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY [Signature]  
County Attorney

## ATTACHMENT I

### A. Services To Be Provided

#### 1. Definition of Terms.

##### a. Programmatic Terms.

- 1) Telephone Crisis Hotline Services - A telephone line that is operated 24 hours a day and answered by a sexual battery counselor or trained volunteer, as defined in section 90.5035, Florida Statutes.
- 2) Information and Referral Services - A response to requests or presenting need for information or assistance related to sexual violence; available and accessible 24 hours a day in person or by phone.
- 3) Crisis Intervention Services - Advice, counseling, or consultation provided by a sexual battery counselor or trained volunteer to a victim aimed at reducing the level of emotional trauma experienced by the victim.
- 4) Advocacy and Support Services - Personal support and/or assistance in accessing sexual violence related services, and acting on behalf of and in support of victims of sexual violence, ensuring that their interests are represented and their rights upheld.
- 5) Therapy Services - A professional relationship within a theoretical framework that involves a specified helper gathering, organizing and evaluating information and using techniques to address the effects of sexual violence. This definition applies to group or individual therapy modalities, and encompasses more intensive, ongoing clinical practice.
- 6) Service Coordination - Coordination of the service systems entails the development of working relationships and agreements (formal and informal) among programs and providers with a role in the array of sexual violence service provision in order to ensure a victim's access to the full array of both core and enhanced services.
- 7) Community Awareness Services - Informing the general public about sexual violence and available programs and services for victims.
- 8) Medical Intervention Services - Services necessary for the forensic examination of a victim or medical treatment for injuries of a victim of sexual battery.

#### 2. General Description.

- a. **General Statement.** Funds provided under this subcontract shall be used by the certified sexual violence program to provide sexual battery recovery services to primary and secondary victims of sexual battery.
- b. **Scope of Service.** The Provider shall ensure that subcontract funds are used to provide sexual battery recovery services as described in Attachment I, Section B.1.a.1) throughout the subcontract period in the county/counties the Provider is certified to serve.

- c. Major Program Goal. To increase and enhance services to primary and secondary victims of sexual battery.

**3. Clients to be Served.**

- a. General Description. All victims of sexual battery may be provided services.
- b. Client Eligibility. Any individual, age 12 and above, who has been the victim of a sexual battery (primary or secondary victims).
- c. Client Determinations. In the event of any disputes regarding the eligibility of clients, the determination made by the Council is final and binding on all parties.
- d. Subcontract Limits. All services shall be performed during the subcontract period. The amount of services to be provided is limited to the amount of funds available and to those services listed in Section B.1.a. herein.

**B. Manner of Service Provision**

**1. Service Tasks.**

- a. Task List.
  - 1) The Provider shall provide sexual battery recovery services to primary and secondary victims of sexual battery. These services may include:  
(1) telephone crisis hotline services, (2) information and referral services, (3) crisis intervention services, (4) advocacy and support services, (5) therapy services, (6) service coordination, (7) community awareness services, and (8) medical intervention services.
- b. Task Limits. All tasks shall be provided within the State of Florida. The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.

**2. Staffing Requirements.**

- a. Staffing Levels. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall designate a project manager, identified in Section III.D.4. of the standard subcontract, who is responsible for subcontract compliance and who will be the primary point of contact for the Council on progress and work products.
- b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully carry out their duties.
- c. Subcontractors. The Provider may, only with prior written approval of the Council, enter into written subcontracts for performance under the subcontract.

No subcontract agreement that the Provider enters into with respect to performance under the subcontract shall in any way relieve the Provider of any responsibility for performance of its subcontract responsibilities with the Council.

**3. Service Location and Equipment.**

- a. **Service Delivery Location.** The Provider shall provide services from their established Florida-based office or other off-site location approved by the Council.
- b. **Service Times.** The Provider shall remain operational and provide reports for the entire subcontract period, even if the deliverables have been met before the subcontract ending date. The Provider office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m. ET, Monday through Friday, excluding state-sanctioned holidays.
- c. **Changes in Location.** The Provider shall notify the Council in writing a minimum of one week prior to making changes in location, which will affect the Council's ability to contact the Provider by telephone or facsimile transmission.

**4. Deliverables.**

- a. **Deliverables.** See Section B.1.a.
- b. **Reports.** The mere receipt of reports by the Council shall not be construed to mean or imply approval. The Council reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Council, at its option, may allow additional time within which the Provider may remedy the objections noted or after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Council may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Council until required reports have been submitted. The Provider shall submit timely the following reports to the Council:
  - 1) **Quarterly Expenditure Report.** The Provider shall submit a completed Quarterly Expenditure Report form, incorporated herein by reference, to the Council contract manager. The report shall be due by the 15<sup>th</sup> day of the month following the quarter in which services were provided, summarizing all expenditures and documenting in detail the expenditures for the reporting quarter.
  - 2) **Annual Financial Report.** The Provider shall submit a completed Annual Financial Report form, incorporated herein by reference, to the Council contract manager by July 15, 2010. Remaining funds must be remitted to the Florida Council Against Sexual Violence.
  - 3) **Other Reports.** The Provider shall furnish such other reports and information that the Council may require within the time requested.



c. **Records and Documentation.**

- 1) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Council harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records whether public record or not.
- 2) The Provider shall maintain all records required to be maintained pursuant to the subcontract in such manner as to be accessible by the Council upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

**5. Performance Specifications.**

a. **Outcomes and Outputs.**

- 1) **Outcomes.** Provide services to sexual battery victims for the duration of the subcontract period.
- 2) **Outputs.** The Provider shall make services available to all sexual battery victims requesting services. If services are denied, the Provider shall maintain supporting documentation.

b. **Monitoring and Evaluation Methodology.**

- 1) By execution of this subcontract the Provider hereby acknowledges and agrees that its performance under the subcontract shall meet the standards and be bound by the conditions set forth herein. If the Provider fails to meet these standards, the Council, at its exclusive option, may allow up to three months for the Provider to achieve compliance with the standards. If the Council affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Council will terminate the subcontract in the absence of any extenuating and mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive right of the Council.
- 2) The Provider shall comply with the requirements of the Council's Standard Subcontract, section I.E., with reference to monitoring by the Council. The Provider agrees to fully cooperate with the Council in the conduct of both performance audits and financial audits. The Provider will be evaluated through on-site monitoring visits and desk reviews of service reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this subcontract and is not to be construed as a limitation upon them. The Provider agrees to include these audit and recordkeeping requirements in all approved subcontracts and assignments that result from this subcontract.

**6. Provider Responsibilities.**

- a. **Provider Unique Activities.** The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Section B.1.a. By execution of this subcontract the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.
- b. **Coordination With Other Providers/Entities.** The Provider shall: (1) coordinate with service providers throughout the service area in an effort to increase awareness of the issues concerning sexual assault, (2) facilitate the referral process for necessary services within the community, and (3) strengthen the coordinated response to sexual violence. Failure of coordinating agencies to provide required services does not alleviate the Provider from any accountability for services that the Provider is obligated to perform.

**7. Council Responsibilities.**

- a. **Council Obligations.** The Council will provide technical support and assistance to the Provider intended to increase the Provider's capacity to provide victims/survivors of sexual violence services of the highest quality, including technical assistance toward meeting all sexual violence program service standards.
- b. **Council Determinations.** The Council has final authority in monitoring, reporting and payment disputes.

**C. Method of Payment**

**1. Payment Clause.**

- a. The Council shall pay the Provider for the delivery of service provided in accordance with the terms of this subcontract for a total dollar amount not to exceed the amount identified in the Standard Subcontract, subject to the availability of funds.
- b. The Provider shall request payment on a quarterly basis through the submission of a properly completed invoice (see Attachment II) to the Council contract manager in accordance with the following schedule. Submit the initial invoice upon execution of the subcontract. Subsequent invoices are due October 15, 2009, January 15, 2010 and April 15, 2010.
- c. Any payment due under the terms of this subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Council and necessary adjustments have been made and approved by the Council. It is agreed that the Council's determination of acceptable service shall be conclusive.

d. The Provider agrees to refund to the Council, any payments made by the Council which are subsequently disallowed pursuant to the terms of the subcontract. Such refunds shall be due within forty-five (45) days following the end of the subcontract or from the time the overpayment is discovered.

e. Late Penalties.

- 1) Reports not received by the due date shall result in a two (2) percent invoice reduction for every late day thereafter, unless the penalty is waived by the Council. Reports must be complete to be considered received.
- 2) If all requested information from the Provider including required responses to monitoring reports is not received by the date stipulated, the invoice shall be reduced by two (2) percent for every late day thereafter, unless the penalty is waived by the Council.
- 3) Multiple penalties shall be added for a total amount to be reduced from the invoice.
- 4) If the Provider incurs late penalties in accordance with subcontract requirements that were not assessed prior to and including the June invoice payment, the Provider will be required to pay said penalties within 30 days of notification by the Council contract manager. Execution of future subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables and requested information (to include monitoring report corrective actions).

#### D. Special Provisions.

1. Cost proposals.

a. The Provider's cost proposal is incorporated into this subcontract by reference and maintained in the subcontract file. The cost proposal may be amended upon request and approval by the Council contract manager. All amended cost proposals must include a written justification and explanation for all revisions.

b. All expenditures must appear in a pre-approved cost proposal.

c. Final cost proposal revisions must be submitted by May 15, 2010.

1) Prior approval shall be obtained from the Council contract manager for any travel and/or training not specifically identified in the original cost proposal.

2. Prior approval shall be obtained from the contract manager for any travel and/or training not included in the original cost proposal. All expenditures shall appear in a pre-approved cost proposal. If line items include travel to a conference an agenda is also required.

3. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and e-mail throughout the subcontract period.

4. **Publication Requirement.** The Provider agrees to permanently refrain from using or mentioning its association with the Agency in advertisements, letterhead, business cards, etc. The Provider's service to the Agency may be generally stated and described in the Provider's professional resume. The Provider may not give the impression, in any event or manner, that the Agency recommends or endorses the Provider.
5. Although an audit may not be required in accordance with Attachment III, if performed, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Council contract manager within 45 days after delivery of the audit report, but no later than six months after the Provider's fiscal year end.
6. **Subcontract Renewal.** The subcontract may be renewed or extended. The subcontract may be renewed for a period that may not exceed 3 years or the term of the original subcontract, whichever period is longer and shall be subject to the same terms and conditions. Renewal is contingent upon satisfactory performance evaluations by the Council and subject to the availability of funds. Each renewal shall be by mutual consent of both parties and evidenced in writing. The renewal subcontract may not include any compensation for cost associated with the renewal process.



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## ATTACHMENT III

### FINANCIAL AND COMPLIANCE AUDIT

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

#### MONITORING

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

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Council by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

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## PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Council by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

## PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

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- A. The Florida Council Against Sexual Violence at the following address:

1311 N Paul Russell Road, Suite A204  
Tallahassee, FL 32301

Send to the attention of the contract manager identified in the standard agreement.

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to The Florida Council Against Sexual Violence at the following address:

1311 N Paul Russell Road, Suite A204  
Tallahassee, FL 32301

Send to the attention of the contract manager identified in the standard agreement.

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

- A. The Florida Council Against Sexual Violence at the following address:

1311 N Paul Russell Road, Suite A204  
Tallahassee, FL 32301

Send to the attention of the contract manager identified in the standard agreement.

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

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

4. Any reports, management letter, or other information required to be submitted to the Council pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.



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5. Providers, when submitting financial reporting packages to the Council for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Council.

**End of Text**

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**EXHIBIT 1**

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

Federal Program 1	_____	CFDA#	_____	Title	_____	\$	_____	
Federal Program 2	_____	CFDA#	_____	Title	_____	\$	_____	
TOTAL FEDERAL AWARDS							\$	_____

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Matching resources for federal program(s):       N/A      

State financial assistance subject to Sec. 215.97, F.S.:

CSFA#41.010	Title: <u>The Florida Council Against Sexual Violence</u>	\$24,008.00
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TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.	\$24,008.00
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**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Reference Guide for State Expenditures

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**EXHIBIT 2**

**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section .400 OMB Circular A-133 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

- OMB Circular A-87 – Cost Principles\*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

- OMB Circular A-122 – Cost Principles\*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

- OMB Circular A-21 – Cost Principles\*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

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

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

Use this form to provide budget for items not anticipated in the budget.

FUND 1426 - Public Safety Grants

BGEX - 662- 0721090000000002099- 1-

BGRV - 662- 0721090000000000735- 1

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 7/20/09	REMAINING BALANCE
<b>Revenue</b>								
1426-662-3230-3429	State Grnt Other Public Safety	73,359	73,359	24,008		73,359		
	<b>Total Revenue and Balance</b>	<b>175,547</b>	<b>175,547</b>	<b>24,008</b>	<b>0</b>	<b>199,555</b>		
<b>Expense</b>								
1426-662-3230-1201	Salaries & Wages Reg	43,398	30,898	15,500		46,398	32,839	13,560
1426-662-3230-4007	Mileage	2,808	2,808	6,008		8,816	863	7,953
1426-662-3230-4101	Communication Services	4,320	4,320	2,500		6,820	2,306	4,514
	<b>Total Appropriation and Expenditures</b>	<b>175,547</b>	<b>175,547</b>	<b>24,008</b>	<b>0</b>	<b>199,555</b>		

**PUBLIC SAFETY ADMINISTRATION**  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures - Ragun Julanner Date 7/20/09

By Board of County Commissioners  
At Meeting of 8/18/2009  
Deputy Clerk to the  
Board of County Commissioners