

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures					
Operating Costs	64,300				
External Revenues	(64,300)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0	0			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In FY 2013 Budget? Yes No X
 Budget Acct No. : Fund 1426 Department 662 Unit 3230/3235 Object var
 Fund 1426 Department 662 Unit 3230/3235 Source 3429

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding for this contract will be provided by the State of Florida, Department of Health.
 Grant: FCASV (Sexual Assault) program
 Fund: 1426: Public Safety Grants
 Unit: 3230: Sexual Violence Grant-RCP
 3235: Sexual Violence Grant-OAG

C. Departmental Fiscal Review: Stephanie Sepnols 9/6/12

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:
[Signature] 9/19/12 [Signature] 9/24/12
 OFMB Contract Administration
 9/11/12 9/10/12 9-24-12 B. W. Beller

B. Legal Sufficiency:
[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director



FCASV

Florida Council Against Sexual Violence

Because Sexual Violence Shatters Lives, Wounds Communities & Perpetuates Injustice

MEMO

TO: OAG Provider
FROM: Renée Cox
DATE: August 8, 2012
RE: Executed OAG Subcontract

Dear OAG Provider:

The Florida Council Against Sexual Violence (FCASV) is pleased to present your organization with an executed subcontract for the provision of sexual battery recovery services. The subcontract period is retroactive from July 1, 2012, to June 30, 2013. All correspondence regarding this subcontract should reference the number on your subcontract.

It is imperative that you read the subcontract to ensure observance of all terms and conditions. It is suggested that both administrative and program staff assigned to support these services review the subcontract on a regular basis to ensure compliance. Please be mindful that all expenditures must appear in your approved line item budget and must support sexual battery victim services.

Your invoice form (Attachment II) was included in the original email with the subcontract documents. Please complete and submit it as soon as you receive this executed subcontract and note that invoices are submitted quarterly thereafter.

To keep you informed in a timely fashion, I will be sending emails throughout the year with deliverable reminders, forms and any new developments.

If you should have any questions regarding these or related issues please feel free to contact me at (850) 297-2000 or rcox@fcasv.org. Thank you for your interest in assisting victims of sexual assault in the state of Florida.

Enclosures

THIS CONTRACT is entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the *Council*, and Board of County Commissioners, Palm Beach County Victim Services, hereinafter referred to as the *Provider*.

THE PARTIES AGREE:**I. THE PROVIDER AGREES:**

- A. To provide services in accordance with the conditions specified in Attachment I.**
B. Requirements of §287.058, Florida Statutes (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 (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this 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.

8. If Exhibit 2 of this subcontract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:

a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this subcontract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this subcontract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this subcontract which evidences that expenditures are:

- 1) allowable under the subcontract and applicable laws, rules and regulations;
- 2) reasonable; and
- 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this subcontract.

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

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. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations 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. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this subcontract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the subcontract. In addition, this subcontract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. 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 by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds 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 40 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. Purchasing

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

M. Independent Capacity of the Subcontractor

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. Except where the provider is a state agency, 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 or the State of Florida. 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

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 federal government.

P. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this subcontract, or in any way connected herewith, the provider shall refer the discovery or invention to the Council to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this subcontract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this subcontract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the Council and the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Q. 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.

R. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. 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 contracted services according to the conditions of Attachment I in an amount not to exceed **\$19,762.00** subject to the availability of funds. The Council and State of Florida's performance and 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, 2012, 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 Office of the Attorney General and the Council. It shall end on June 30, 2013.

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 for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the Council may employ the default provisions in Chapter 60A-1.006 (3), FAC. 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 in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the Council in a manner satisfactory to the Council will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the Council, been notified by the Council of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Council; or (2) had a contract terminated by the Council for cause.

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. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

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

- 1. The name (Provider name as shown on page 1 of this 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:

_____ Nicole Bishop, Division Director _____
 _____ 205 North Dixie Highway, Suite 5.1100 _____
 _____ West Palm Beach, Florida 33401 _____
 _____ (561) 355-2418 _____

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

_____ Renée Cox _____
 _____ 1820 East Park Avenue, Suite 100 _____
 _____ 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:

_____ Vincent J. Bonvento _____
 _____ 205 North Dixie Highway, Suite 5.1100 _____
 _____ West Palm Beach, Florida 33401 _____
 _____ (561) 355-2418 _____

- 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. All Terms and Conditions Included

This subcontract and its attachments as referenced, I, II and III 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 20 page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: Board of County Commissioners,
Palm Beach County Victim Services

SIGNED BY: *Vince Bonvento*
NAME: Vince Bonvento
TITLE: ASSISTANT COUNTY Administrator
DATE: 7/30/12

Florida Council Against Sexual Violence

SIGNED BY: *Jennifer L. Dritt*
NAME: JENNIFER L. DRITT
TITLE: EXECUTIVE DIRECTOR
DATE: 8/3/12

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Renee G. Eickling
COUNTY ATTORNEY

RECEIVED AUG - 3 12

ATTACHMENT I

A. Services To Be Provided

1. 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 in accordance with Council certification service standards.
- b. Scope of Service. The Provider shall ensure that subcontract funds are used to support 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.

2. 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, that has been the victim of a sexual battery (primary or secondary victims). The primary presenting reason for an individual to receive services supported under this subcontract must be related to sexual battery. Domestic violence services may not be supported with subcontract funds. If an individual presents as a victim of domestic violence but is also a current or former victim of sexual battery, related sexual assault-specific victim services may be supported under this subcontract.
- 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. E-Verify. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new hires employed during the contract term by the Provider, after the effective date of the Provider's E-Verify MOU, assigned to perform work pursuant to this contract. The Provider shall also ensure that subcontractor employers with staff assigned to perform work pursuant to the contract with the Provider shall utilize the E-Verify system to verify new hires, in accordance with the E-Verify MOU.
- d. 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 contract manager 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) Victim Service Report. Each quarter, the Provider shall complete the Victim Service Report form online, incorporated herein by reference, documenting victims served and services provided using OAG subcontract funds. This form is located at the following website: <http://fs22.formsite.com/dbrown/form12/index.html>. Data shall be entered for the quarters July-September, October-December, January-March and April-June by the 10th of the month following the quarter in which services were provided. If the reporting due date falls on a weekend or holiday, the data must be entered by the last business day previous to that date.
 - 2) Quarterly Expenditure Report. The Provider shall submit a completed, signed original Quarterly Expenditure Report form, incorporated herein by reference, to the Council contract manager. The report **must be received by the Council** by the 15th 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.
 - 3) Annual Financial Report. The Provider shall submit a completed, signed original Annual Financial Report form, incorporated herein by reference, to the Council contract manager. The report **must be received by the Council** by July 15th. Remaining funds must be remitted to the Florida Council Against Sexual Violence with the report.
 - 4) 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 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/or 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.

c. Projection of Victims To Be Served.

- 1) The Provider's projection of victims to be served during the current grant period constitutes a performance measure subject to the Method of Payment Clause, Section C.1.

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.

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. The initial invoice shall be submitted upon execution of the subcontract along with a completed W-9 form. If a current (annual) W-9 form has already been submitted this requirement is considered met. Subsequent invoices are due October 15, 2012, January 15, 2013 and April 15, 2013. The final invoice for the retained 5% of allocated funds shall be submitted by July 15, 2013.
- c. Five (5%) of funds allocated under this subcontract will be withheld from the second, third and fourth quarterly invoice payments. Upon approval by the Council that all performance measures have been successfully completed during the contract period, the 5% retained will be paid to the Provider after the end of the contract period, upon submission of the final invoice. If performance measures are completed during the contract period, but not timely within each quarter, a portion of the 5% may be retained. Performance measures will be assessed collectively; not on the basis of each Provider's performance. A review of all Council OAG subcontractors' compliance with performance measures will be used to determine if withheld funds will be paid. The Provider's performance measures will only be approved as complete if all Council OAG subcontractors complete the specified performance measures.
- d. 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.

- e. 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.
- f. 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 April 30th.
- 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, information about the conference, including 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 Office of the Attorney General in advertisements, letterhead, business cards, etc. The Provider may not give the impression, in any

event or manner, that the Office of the Attorney General 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.

ATTACHMENT III

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

In addition to reviews of audits conducted in accordance with 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 Department of Health 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 Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 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 Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 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 Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by 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 Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

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

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

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 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:

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

1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The contract manager for this agreement listed 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 10th 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:

1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The contract manager for this agreement listed 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:

1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The contract manager for this agreement listed 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 Department of Health 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.

5. Providers, when submitting financial reporting packages to the Department of Health 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 Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT – 1

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

Federal Program 1	_____	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>	\$ <u>19,762.00</u>
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TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.	\$ <u>19,762.00</u>
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COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Reference Guide for State Expenditures

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 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.

- Recipient who is exempt from Section 215.97, F.S. (public university, community college, district school board, branch of state government, charter schools)
 Subrecipient who is exempt from OMB Circular A-133 (for-profit organization)

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 691-006(2), FAC [state financial assistance] and Section .400 OMB Circular A-133 [federal awards].

NOTE: Recipients/Subrecipients who are exempt from the audit requirements set forth in OMB Circular A-133 and Section 215.97, Fla. Stat., are not required to have a Single Audit. However, the exempt organization must comply with all compliance requirements set forth within the contract or award document.

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:

2 CFR 225 a/k/a 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:

2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
 2 CFR 215 a/k/a 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:

2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
 2 CFR 215 a/k/a 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.

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

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

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

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.



FCASV

Florida Council Against Sexual Violence

Because Sexual Violence Shatters Lives, Wounds Communities & Perpetuates Injustice

July 19, 2012

Nicole Bishop
Director of Victim Services
Palm Beach County Victim Services
20 S Military Trail
West Palm Beach, FL 33415

RE: Subcontract # 10RCP26

Dear Ms. Bishop:

The Florida Council Against Sexual Violence (FCASV) is pleased to present your organization with the enclosed executed subcontract amendment for the provision of sexual violence recovery services. This subcontract is effective July 1, 2012. Please remember to reference the number above on all correspondence related to your subcontract.

Please submit the July invoice by August 15 and note that invoices are due by the 15th of each month thereafter.

To keep you informed in a timely fashion, I will be sending emails throughout the year with reminders and any new developments.

If you have any questions regarding these or related issues, please feel free to contact me at (850) 297-2000 ext. 106 or mdowling@fcasv.org. Thank you for your interest in assisting victims of sexual assault in your community.

Sincerely,

Marie Dowling
Marie Dowling
Contract Specialist

Enclosures

RECEIVED

AUG 13 2012

PUBLIC SAFETY
DEPARTMENT

1820 E. Park Avenue, Suite 100 • Tallahassee, Florida 32301-2874
Phone: 850-297-2000 • Fax: 850-297-2002 • Toll Free: 1-888-956-RAPE • www.fcasv.org • email: information@fcasv.org

Attachment # 2

AMENDMENT 2

This Amendment, entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the "Council" and Board of County Commissioners, Palm Beach County Victim Services, hereinafter referred to as the "Provider," amends subcontract number 10RCP26.

The following revisions have been made:

1. Page 6, Attachment I, Section A.2.b. is modified to read:
Client Eligibility. Any individual, age 12 and above, that has been the victim of a sexual battery (primary or secondary victims). The primary presenting reason for an individual to receive services supported under this subcontract must be related to sexual battery. Domestic violence services may not be supported with subcontract funds. If an individual presents as a victim of domestic violence but is also a current or former victim of sexual battery, related sexual assault-specific victim services may be supported under this subcontract.
2. Page 6, Attachment I, Section B.1.a.2) is modified to read:
"The Provider shall enter information on all victims served and the services provided using Rape Crisis Program Trust Fund monies into the Florida Department of Health Sexual Violence Data Registry (<http://esetappsdo.h.doh.state.fl.us/irm00svr/pages/seclogin.aspx>). This information shall be entered by the 10th of the month following the month in which services were provided. Invoice payment may be withheld pending completion of delinquent data entry. If the 10th of the month falls on a weekend or holiday, the data must be entered by the last business day previous to that date."
3. Page 7, Attachment I, Section B.1.a.3) is added as follows:
"The Provider's Executive Director, or substitute preapproved by the Council, must attend the annual Leadership Summit provided by the Council."
4. Page 7, Attachment I, Section B.1.a.4) is added as follows:
"The Provider shall participate in annual hotline training and monitoring conducted by the Council. If a failing grade is given on the monitoring report the Provider agrees to: 1) submit a corrective action plan to the Council to address how poor performance will be corrected and 2) participate in technical assistance offered by the Council. The corrective action plan shall be submitted within 15 days of receipt of the monitoring report. The Provider further agrees to complete an evaluation of hotline training and technical assistance provided by the Council. "
5. Page 7, Attachment I, Section B.1.a.5) is added as follows:
"Upon request, the Provider agrees to complete an evaluation form to assess Council training and technical assistance."
6. Page 8, Attachment I, Section B.4.b.4) Quarterly County Services Report is omitted.
7. Page 10, Attachment I, Section C.1.a. is amended to add:
"The contract amount for the third year (July 1, 2012 to June 30, 2013) is \$44,538.00."
8. Page 13, Attachment I, Section E.8.is omitted.
9. Page 14, Attachment II, is deleted in its entirety and replaced with page 14 (Revision 2).
10. Page 19, Attachment III, is deleted in its entirety and replaced with page 19 (Revision 2).

This amendment shall begin on July 1, 2012 and shall be retroactive to that date if executed thereafter.

All provisions in the subcontract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the subcontract.

This amendment and all its attachments are hereby made a part of the subcontract.

IN WITNESS THEREOF, the parties hereto have caused this four-page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY VICTIM SERVICES

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE

SIGNED BY: Vince Bonvento

SIGNED BY: Jennifer L. Drift

NAME: Vince Bonvento

NAME: Jennifer L. Drift

TITLE: Asst. County Administrator

TITLE: Executive Director

DATE: July 9, 2012

DATE: 7/12/12

SS

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Paula E. Erdley
COUNTY ATTORNEY

ATTACHMENT II

PROVIDER: Palm Beach County Victim Services	SUBCONTRACT NUMBER: 10RCP26
ADDRESS:	TYPE OF REQUEST: Regular _____ Final _____
TELEPHONE NUMBER:	INVOICE DATE:
SERVICE PERIOD:	MONTHLY RATE: July 2012 - June 2013: \$3,711.50

<u>SUMMARY OF PAYMENTS</u>	<u>(FOR FCASV USE ONLY)</u>
SFY 2012-2013 ALLOCATION: \$44,538.00	<u>PENALTIES</u>
FUNDS PREVIOUSLY REQUESTED: — \$ _____	MONTHLY RATE: \$ _____
AMOUNT OF THIS INVOICE: — \$ _____	DESCRIPTION:
BALANCE: = \$ _____	_____ \$ _____
ACTUAL EXPENDITURES TO DATE: \$ _____	_____ \$ _____
(NOTE: ALL FUNDS <u>MUST</u> BE EXPENDED BY JUNE 30 TH)	_____ \$ _____
 <i>I CERTIFY THAT THE ABOVE REPORT IS A TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES, AS STIPULATED BY THIS SUBCONTRACT.</i>	TOTAL: \$ _____
 SIGNATURE OF PROVIDER AGENCY OFFICIAL _____ DATE _____	<u>PAYMENT APPROVAL</u>
 TITLE _____ PHONE # _____	TOTAL APPROVED FOR PAYMENT BY FCASV: \$ _____
	_____ SIGNATURE _____ DATE _____

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 CFDA# _____ Title _____ \$ _____

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

CSFA#64.061 Title: Rape Crisis Program Trust Fund - Sexual Battery Victims' Access to Services Act \$167,229.00

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$167,229.00

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

In order for a rape crisis center to be eligible to receive these funds they must provide sexual battery recovery services to victims of sexual battery and their families and be certified by the Florida Council Against Sexual Violence, Inc.

**FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE
STANDARD SUBCONTRACT**

Client Non-Client

THIS CONTRACT 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 PARTIES AGREE:

I. THE PROVIDER AGREES:

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

B. Requirements of §287.058, Florida Statutes (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 (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this 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.

8. If Exhibit 2 of this subcontract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:

a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this subcontract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this subcontract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this subcontract which evidences that expenditures are:

- 1) allowable under the subcontract and applicable laws, rules and regulations;
- 2) reasonable; and
- 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this subcontract.

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

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. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations 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 1 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 all 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.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this subcontract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the subcontract. In addition, this subcontract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The subcontractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the

Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.

5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the 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 by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds 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 40 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. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

M. Purchasing

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

N. Civil Rights Requirements

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

O. Independent Capacity of the Subcontractor

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. Except where the provider is a state agency, 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 State of Florida. 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 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.

P. Sponsorship

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this subcontract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

Q. Final Invoice

To submit the final invoice for payment to the Council no later than June 1st or no more than 15 days after the contract is terminated, if applicable. If the provider fails to do so, all rights to payment are forfeited and the Council may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the Council.

R. 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.

S. Public Entity Crime and Discriminatory Vendor

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 federal government.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this subcontract, or in anyway connected herewith, the

provider shall refer the discovery or invention to the Council to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this subcontract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this subcontract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

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

V. Information Security

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

II. THE COUNCIL AGREES:

A. Subcontract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed **\$180,672.00** subject to the availability of funds. The State of Florida's performance and 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, 2010** or on the date on which the subcontract has been signed by both parties, whichever is later. It shall end on **June 30, 2013**.

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 for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the Council may employ the default provisions in Chapter 60A-1.008 (3), FAC. 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 in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the Council in a manner satisfactory to the Council will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the Council, been notified by the Council of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Council; or (2) had a contract terminated by the Council for cause.

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. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

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

1. The name (Provider name as shown on page 1 of this Subcontract) and mailing address of the official payee to whom the payment shall be made is:
Palm Beach County, Public Safety Department, Victim Services
20 S Military Trail,
West Palm Beach, Florida 33415

2. The name of the contact person and street address where financial and administrative records are maintained is:
Holly Dibenedetto, Interim Division Director
205 North Dixie Highway, Suite 5.1100
West Palm Beach, Florida 33401
(561) 274-1500

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.

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

Marie Dowling
1820 East Park Avenue, Suite 100
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:

Vincent J. Bonvento
20 S Military Trail,
West Palm Beach, Florida 33415
(561) 712-6470

E. All Terms and Conditions Included

This subcontract and its attachments as referenced, I, II and III 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 21 page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: Palm Beach County Victim Services

SIGNATURE: *Vince J Bonvento*

PRINT/TYPE NAME: VINCE J BONVENTO

TITLE: ASSISTANT COUNTY ADMINISTRATOR, DIRECTOR OF PUBLIC SAFETY

DATE: 6/15/2010

STATE AGENCY 29-DIGIT FLAIR CODE: N/A

FEDERAL EID# (OR SSN): 59-6000785

PROVIDER FISCAL YEAR ENDING DATE: SEPTEMBER 2010

Florida Council Against Sexual Violence

SIGNATURE: *Jennifer Dritt*

PRINT/TYPE NAME: JENNIFER DRITT

TITLE: EXECUTIVE DIRECTOR

DATE: 6/17/2010

ATTACHMENT I

A. Services To Be Provided.

1. 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 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.

2. 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 annual funds available and to those services listed in Attachment I, Section B.1.a. herein.

B. Manner of Service Provision.

1. Service Tasks.

a. Task List.

1) Services.

- a) The Provider shall be certified to provide the following six (6) core services in accordance with the Council's service standards: 1) 24-hour hotline, 2) information and referral, 3) crisis intervention, 4) advocacy and accompaniment, 5) community awareness, and 6) system coordination. Services shall be provided to both reporting and non-reporting primary and secondary victims of sexual battery and may include enhanced services recognized by the Council.
- 2) The Provider shall enter information on all victims served and the services provided into the Florida Department of Health Sexual Violence Data Registry (<http://esetappsdo.h.doh.state.fl.us/irm00svr/pages/seclogin.aspx>). This

information shall be entered by the 10th of the month following the month in which services were provided. Invoice payment may be withheld pending completion of delinquent data entry. If the 10th of the month falls on a weekend or holiday, the data must be entered by the last business day previous to that date.

- 3) The Provider shall ensure that all staff funded under this subcontract complete 6 hours of sexual violence training annually. The Provider shall submit documentation to verify completion of training.
- 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.
- c. 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.

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's 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.

- d. **Contact Information.** The Provider shall submit a Provider Information form to the Council contract manager with signature pages for execution of this subcontract. Contact information changes must be documented on a revised Provider Information form and submitted to the Council contract manager within one week of occurrence. Staff contacts identified by the Provider on the Provider Information form shall be accessible via e-mail throughout the subcontract period and respond timely to Council contract manager communications.

4. Deliverables.

- a. **Deliverables.** See Attachment I, 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. See Attachment I, Section D. for additional submission requirements. Deliverable deadlines may be extended upon written request and approval of the contract manager. 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 15th day of the month following the quarter in which services were provided, summarizing all expenditures. This report should only include subcontract funds expended.
- 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 15th, 2011, July 15th 2012 and July 15th 2013 documenting subcontract award expenditures for the preceding state fiscal year. Any remaining funds must be remitted to the Florida Council Against Sexual Violence with this report.
- 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.

- a) Provide services to sexual battery victims for the duration of the subcontract period.
- b) Increase awareness among community partners of the need to collect RCPTF fines.

2) Outputs.

- a) The Provider shall make services available to all sexual battery victims requesting services. If services are denied, the Provider shall maintain supporting documentation.
- b) The Provider shall implement efforts to increase RCPTF collections.

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 six months for the Provider to remedy deficiencies identified by the Council or its agent. 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 or 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 and financial audits. The Provider will be evaluated through on-site monitoring visits and desk reviews of 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 record keeping 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 Attachment I, 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 contract total for the first year (July 1, 2010 to June 30, 2011) is \$60,224.00. The award amount for the remaining fiscal years is projected to be the same. Once the actual Rape Crisis Trust Fund allocation is determined for those years (2011-2012 and 2012-2013) a subcontract amendment will be executed to revise the award amount for the respective fiscal year.
- b. 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.
- c. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (Attachment II). See Attachment I, Section D. for additional submission requirements.
- d. The invoice shall be submitted to the Council contract manager by the 15th of each month following the month of service, except for the final invoice for each state fiscal year. If this subcontract is not executed timely, the amount requested on the initial invoice may include the amount assigned to the previous month(s).
- e. **Final Invoice.** The final invoice (May-June) for each state fiscal year funding period is due no later than June 1st. If the provider fails to submit the final invoice and any delinquent invoices by June 1st of the respective state fiscal year, all rights to payment are forfeited.

- f. 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.
- g. 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 or unused. Such refunds shall be due within thirty (30) days following the end of each July through June period or from the time an overpayment is discovered.
- h. Late Penalties.
 - 1) Invoices not received by the due date shall result in a two (2) percent invoice amount reduction for every late day thereafter, unless the penalty is waived by the Council.
 - 2) Reports not received by the due date shall result in a two (2) percent invoice amount reduction for every late day thereafter, unless the penalty is waived by the Council. Reports must be complete to be considered received.
 - 3) Data registry entries not fully completed by the 10th of the month following the month of service shall result in a five (5) percent invoice amount reduction for every late day thereafter, unless penalty is waived by the Council.
 - 4) If all requested information from the Provider is not received within ten (10) days, the invoice amount shall be reduced by two (2) percent for every late day thereafter, unless penalty is waived by the Council.
 - 5) Multiple penalties shall be added for a total amount to be reduced from an invoice.
 - 6) 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. Submission Schedule.

- 1. All reports and invoices due on the same date shall be submitted as hard copies in the same package. No e-mail or fax submissions will be accepted. Data Registry reporting shall only be submitted electronically.
- 2. If the report/invoice due date falls on a weekend or holiday, the report/invoice shall be due on the last business day previous to that date. The due date is the date that the report must be received by the Council.

E. Special Provisions.

1. Cost proposals.

- a. The Provider's cost proposal is incorporated into this subcontract by reference and maintained in the subcontract file. All expenditures shall appear in a pre-approved cost proposal. 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. Final cost proposal revisions must be submitted by April 30th of the current fiscal year.
- c. Prior approval shall be obtained from the Council contract manager for any travel and/or training not specifically identified and approved in the original cost proposal. If line items include travel to a conference or training, an agenda is also required to be submitted for prior approval.

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

3. Publication Requirement. The Provider shall submit for review one copy of all proposed publications resulting from this Subcontract prior to printing. The Provider shall submit for review one copy of all proposed media or program advertisements at least twenty (20) days prior to public release. Any publications, media or program advertisements shall contain the following statement:

"This publication was made possible by the Rape Crisis Program Trust Fund, administered by the State of Florida, Department of Health (DOH)" and if a disclaimer is appropriate, "The contents are solely the responsibility of the authors and do not necessarily represent the official views of DOH."

4. In accordance with Standard Subcontract Section I.G., the Provider shall ensure that the Council is in receipt of the most current proof of liability insurance coverage.

5. If an audit is performed, although not required by Attachment III, 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. If the Provider's certification status is revoked and all appeals have been denied, this contract shall be terminated, effective immediately. If the Provider is denied certification in one or more but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.

7. Subcontract Renewal. This subcontract may be renewed for a period that may not exceed three (3) years or the term of the original subcontract, whichever period is longer, and shall be subject to the same terms and conditions. The renewal of these funds 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 costs associated with the renewal process.

8. To receive Rape Crisis Program Trust Fund monies, the Provider must comply with Florida Administrative Code Rule number 64F-20.002, criteria (1)(a)-(f). Compliance shall be verified by the submission of the completed Florida Department of Health Rape Crisis Trust Fund Survey form, incorporated herein by reference, to the Council contract manager by March 31.

ATTACHMENT II

PROVIDER: Palm Beach County Victim Services	SUBCONTRACT NUMBER: 10RCP26
ADDRESS:	TYPE OF REQUEST: Regular _____ Final _____
TELEPHONE NUMBER:	INVOICE DATE:
SERVICE PERIOD:	MONTHLY RATE: July 2010 - April 2011: \$5,018.67 May-June 2011 (combined): \$10,037.30

<u>SUMMARY OF PAYMENTS</u>		<u>PENALTIES</u> <i>(FOR FCASV USE ONLY)</i>	
SFY 2010-2011 ALLOCATION:	\$60,224.00	MONTHLY RATE:	\$ _____
FUNDS PREVIOUSLY PAID BY FCASV:	\$ _____	DESCRIPTION:	\$ _____
AMOUNT OF THIS INVOICE:	\$ _____		\$ _____
BALANCE:	\$ _____		\$ _____
ACTUAL EXPENDITURES TO DATE:	\$ _____		\$ _____
<p><i>I CERTIFY THAT THE ABOVE REPORT IS A TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES, AS STIPULATED BY THIS SUBCONTRACT.</i></p>		<u>TOTAL:</u>	
		\$ _____	
<p>_____ SIGNATURE OF PROVIDER AGENCY OFFICIAL DATE</p>		<p><u>PAYMENT APPROVAL</u> <i>(FOR FCASV USE ONLY)</i></p>	
<p>_____ TITLE PHONE #</p>		<p>TOTAL APPROVED FOR PAYMENT BY FCASV: \$ _____</p>	
		<p>_____ SIGNATURE DATE</p>	

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ATTACHMENT

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

In addition to reviews of audits conducted in accordance with 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 Department of Health 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 Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 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 Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 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 Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by 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 Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

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

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 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:

1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The contract manager for this agreement listed 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 10th 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:

1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The contract manager for this agreement listed 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:

1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The contract manager for this agreement listed 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 Department of Health 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 Department of Health 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 Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

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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 CFDA# _____ Title _____ \$ _____

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

CSFA#64.061 Title: Rape Crisis Program Trust Fund - Sexual Battery Victims' Access to Services Act \$180,672.00

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$180,672.00

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

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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 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.

- Recipient who is exempt from Section 215.97, F.S. (public university, community college, district school board, branch of state government, charter schools)
 Subrecipient who is exempt from OMB Circular A-133 (for-profit organization)

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 691-006(2), FAC [state financial assistance] and Section .400 OMB Circular A-133 [federal awards].

NOTE: Recipients/Subrecipients who are exempt from the audit requirements set forth in OMB Circular A-133 and Section 215.97, Fla. Stat., are not required to have a Single Audit. However, the exempt organization must comply with all compliance requirements set forth within the contract or award document.

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:

2 CFR 225 a/k/a 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:

2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
2 CFR 215 a/k/a 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:

2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
2 CFR 215 a/k/a 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.

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

02/10

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

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

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.



FCASV Florida Council Against Sexual Violence ^b

Because Sexual Violence Shatters Lives, Wounds Communities & Perpetuates Injustice

June 14, 2011

Holly Dibenedetto
Victim Services Supervisor
Palm Beach County Victim Services
20 S Military Trail
West Palm Beach, FL 33415

RE: Subcontract # 10RCP26

Dear Ms. Dibenedetto:

R2011.12.22 AUG 16 2011

The Florida Council Against Sexual Violence (FCASV) is pleased to present your organization with the enclosed executed subcontract amendment for the provision of sexual violence recovery services. This subcontract is effective July 1, 2011, or upon execution, whichever is later. Please remember to reference the number above on all correspondence related to your subcontract.

It is imperative that you read the subcontract to ensure observance of all terms and conditions. Here are a few reminders related to your subcontract:

1. Your program must remain in compliance at all times with Florida Administrative Code Rule 64F-20.002, criteria (1)(a)-(f) to avoid termination of your subcontract.
(See <https://www.flrules.org/gateway/readFile.asp?sid=0&tid=4621097&type=1&File=64F-20.002.doc>)
2. All expenditures must appear in your approved line item budget and must support SV victim services.
3. Sexual assault victims must be age 12 and above to be eligible for services supported with these funds.
4. If contact information changes, please submit a revised Provider Information form.
5. The Sexual Violence Data Registry must be completed by the 10th of each month following the month of service. If the 10th falls on a weekend or a holiday, then the SVDR must be completed by the last workday before the 10th.

Please submit the July invoice by August 15 and note that invoices are due by the 15th of each month thereafter, except for the final invoice. The final invoice (May-June) for each state fiscal year funding period is due no later than June 1st.

Additional forms for this subcontract year will be sent to you in time for your first-quarter reporting period.

To keep you informed in a timely fashion, I will be sending emails throughout the year with reminders and any new developments.

If you have any questions regarding these or related issues, please feel free to contact me at (850) 297-2000 or mdowling@fcasv.org. Thank you for your interest in assisting victims of sexual assault in your community.

Sincerely,

Marie Dowling

Marie Dowling
Contract Manager

Enclosures

1820 E. Park Avenue, Suite 100 • Tallahassee, Florida 32301-2874
Phone: 850-297-2000 • Fax: 850-297-2002 • Toll Free: 1-888-956-RAPE • www.fcasv.org • email: information@fcasv.org

Attachment # 3

This Amendment, 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," amends subcontract number 10RCP26.

The following revisions have been made:

1. Page 7, Attachment I, Section B.1.a.3) is omitted.
2. Page 8, Attachment I, Section B.4.b.4), is added as follows:
"Quarterly County Services Report. The Provider shall submit 2 copies of the completed Quarterly County Services Report form, incorporated herein by reference, to the Council contract manager by October 15th, January 15th, April 15th and July 15th each state fiscal year the contract is in effect. The report will identify service data relative to the county in which those served reside."
3. Page 10, Attachment I, Section C.1.a. is amended to add:
"The contract amount for the second year (July 1, 2011 to June 30, 2012) is \$62,467.00."
4. Page 12, Attachment I, Section E.4. is omitted and replaced as follows:
"By August 1 of each year the contract is in place, the provider shall submit the following as applicable: 1) proof of current operating license(s) (i.e., city, county); 2) proof of active non-profit status; 3) proof of current corporate registration from the Florida Department of State; 4) proof of current insurance coverage to include: liability (for lawsuits) and casualty (loss of property), worker's comp, professional liability, employee fidelity (bonding for money handlers), automobile (if owned), fire and theft and replacement of non-expendable property (optional)."
5. Page 13, Attachment I, Section E.9. is added as follows:
"E-Verify. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new hires employed during the contract term by the Provider, after the effective date of the Provider's E-Verify MOU, assigned to perform work pursuant to this contract. The Provider shall also ensure that subcontractor employers with staff assigned to perform work pursuant to the contract with the Provider shall utilize the E-Verify system to verify new hires, in accordance with the E-Verify MOU."
6. Page 14, Attachment II, is deleted in its entirety and replaced with page 14 (Revision 1).
7. Page 19, Attachment III, is deleted in its entirety and replaced with page 19 (Revision 1).

This amendment shall begin on July 1, 2011 or on the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the subcontract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the subcontract.

This amendment and all its attachments are hereby made a part of the subcontract.

IN WITNESS THEREOF, the parties hereto have caused this four-page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: PALM BEACH COUNTY VICTIM SERVICES FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE

Date: 06/08/11

SIGNED BY: _____

NAME: VINCENT J. BONVENTO

NAME: Jennifer L. Dritt

TITLE: ASSISTANT COUNTY ADMINISTRATOR

TITLE: Executive Director

Signed By: _____

DATE: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____

(County Attorney)

ATTACHMENT II

PROVIDER: Palm Beach County Victim Services	SUBCONTRACT NUMBER: 10RCP26
ADDRESS:	TYPE OF REQUEST: Regular _____ Final _____
TELEPHONE NUMBER:	INVOICE DATE:
SERVICE PERIOD:	MONTHLY RATE: July 2011 - April 2012: \$5,205.58 May-June 2012 (combined): \$10,411.20 [May: \$5,205.58, June:\$5,205.62]

<u>SUMMARY OF PAYMENTS</u>	<u>(FOR FCASV USE ONLY)</u>
SFY 2011-2012 ALLOCATION: \$62,467.00 FUNDS PREVIOUSLY PAID BY FCASV: \$ _____ AMOUNT OF THIS INVOICE: \$ _____ BALANCE: \$ _____ ACTUAL EXPENDITURES TO DATE: \$ _____	<u>PENALTIES</u> MONTHLY RATE: \$ _____ DESCRIPTION: _____ \$ _____ _____ \$ _____ _____ \$ _____ _____ \$ _____ TOTAL: \$ _____
I CERTIFY THAT THE ABOVE REPORT IS A TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES, AS STIPULATED BY THIS SUBCONTRACT.	<u>PAYMENT APPROVAL</u> TOTAL APPROVED FOR PAYMENT BY FCASV: \$ _____
_____ SIGNATURE OF PROVIDER AGENCY OFFICIAL	_____ SIGNATURE
_____ DATE	_____ DATE
_____ TITLE	_____ PHONE #

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)	<u>N/A</u>	CFDA#	_____	Title	_____	\$	_____	
State financial assistance subject to Sec. 215.97, F.S.:								
CSFA#	<u>64.061</u>	Title:	<u>Rape Crisis Program Trust Fund - Sexual Battery Victims' Access to Services Act</u>			\$	<u>122,691.00</u>	
TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.							\$	<u>122,691.00</u>

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

In order for a rape crisis center to be eligible to receive these funds they must provide sexual battery recovery services to victims of sexual battery and their families and be certified by the Florida Council Against Sexual Violence, Inc.

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET Amendment

BGEX - 662- 090512-1999
 BGRV - 662- 090512-649

FUND 1426 - Public Safety Grants

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 8/27/2012	REMAINING BALANCE
OAG and RCP Grant								
Revenue								
1426-662-3235-3429	State Grnt Other Public Safety	18,334	18,334	11,900	0	30,234		
1426-662-3230-3429	State Grnt Other Public Safety	224,158	224,158	1,052	0	225,210		
	Total Revenue and Balance	1,855,867	1,855,867	12,952	0	1,868,819		
Expense								
1426-662-3235-1201	Salaries Regular	7,509	7,509	8,775		16,284	0	16,284
1426-662-3235-2101	Fica-Taxes	501	501	657		1,158	0	1,158
1426-662-3235-2105	Fica Medicare	118	118	723		841	0	841
1426-662-3235-2201	Retirement Contributions-FRS	433	433	408		841	0	841
1426-662-3235-2301	Insurance-Life & Health	1,284	1,284	1,337		2,621	0	2,621
1426-662-3230-4007	Travel-Mileage	2,000	2,000	1,052		3,052	0	3,052
	Total Appropriation and Expenditures	1,855,867	1,855,867	12,952	0	1,868,819	0	1,868,819

as of 7/18/2011

Attachment # 4

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

Signatures	Date
<i>Stephanie Seifert</i>	9/6/12
_____	_____
_____	_____

By Board of County Commissioners
 At Meeting of _____
 10/2/2012
 Deputy Clerk to the
 Board of County Commissioners