

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date: September 9, 2014	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

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Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Victim Services

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Receive and File** an executed contract with the Florida Council Against Sexual Violence (FCASV) (contract #14OAG26) for the period July 1, 2014 through June 30, 2015 to receive grant funding in the amount of \$20,826 to provide sexual battery recovery services; and **B) Receive and File** an executed Amendment 1 with the FCASV (contract #13RCP26), to receive the second year award amount of \$46,983 for the period of July 1, 2014 through June 30, 2015 to provide sexual battery recovery services; and **C) Receive and File** an executed Amendment 1 with the FCASV (contract #13GR26) to receive the second year award amount of \$102,979 for the period of July 1, 2014 through June 30, 2015 to provide sexual battery recovery services; and **D) APPROVE** a budget amendment of \$160,306 in the Public Safety Grants Fund to recognize the actual grant awards.

Summary: These are annual grants that are received by the Division of Victim Services. The funds will be used to provide sexual battery recovery services to primary and secondary victims of sexual battery. R-2006-0096 authorizes the County Administrator or his designee to execute FCASV grant contracts on behalf of the county. **Countywide (PGE).**

Background and Justification: Palm Beach County Victim Services is a Certified Rape Crisis Center. From January 2013 to Date Victim Services assisted over 678 new primary victims and 901 new on-going primary and secondary victims of sexual violence. Funding from the FCASV pays for sexual assault battery recovery services including the 24-hour rape hotline and a victim advocate care coordinator.

Attachments

- 1) FCASV Executed Contract-14OAG26
- 2) FCASV Executed Amendment 1 – 13RCP26
- 3) FCASV Executed Amendment 1 – 13GR26
- 4) FCASV Executed Contract – 13RCP26
- 5) FCASV Executed Contract – 13GR26
- 6) Budget Amendment

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Recommended by:		8/12/14	
	Department Director	Date	

Approved By:		8/12/14	
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures					
Operating Costs	170,788				
External Revenues	(170,788)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				

ADDITIONAL FTE

POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes ____ No X

Budget Account Exp No: Fund 1426 Department 662 Unit 3230/3235/3231 Object var
Rev No: Fund 1426 Department 662 Unit 3230/3235/3231 RevSc 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

3231- GR-Sexual Assault Recovery Services

Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Susan Neary 8/19/14
8/15 33815 AM 8/19
OFMB

Don J. Jacobson 8/20/14
Contract Administration
8-26-14 B. O'Connell

B. Legal Sufficiency:

Penelope E. Eddins 8/14
Assistant County Attorney

C. Other Department Review:

Department Director

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

THIS CONTRACT is entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the *Council*, and Palm Beach County, 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. 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 employees hired during the subcontract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the subcontract term. Subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
 - e. The Provider shall comply with the President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.
 - f. 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.
 - g. 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).
 - h. If the Provider is determined to be a subrecipient of federal funds, the Provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the System for Award Management. No payments will be issued until the Provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed SAM registration) to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and <https://www.sam.gov>.
- 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. 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 \$20,826.00 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, 2014, 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, 2015.

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:

Board of County Commissioners, Palm Beach County Victim Services
20 South 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:

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 Ext. 112

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 South Military Trail
West Palm Beach, Florida 33415
(561) 712-6470

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 19 page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: Palm Beach County

SIGNED BY: 

NAME: VINCENT J BONVENTO

TITLE: DIRECTOR OF PUBLIC SAFETY

DATE: 7/24/14

Florida Council Against Sexual Violence

SIGNED BY: 

NAME: SAARAH L SMITH

TITLE: EXECUTIVE DIRECTOR

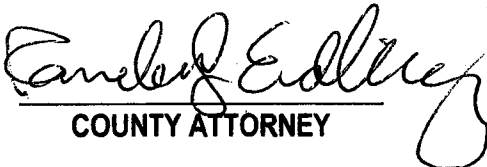
DATE: 7/25/14

**APPROVED AS TO TERMS
AND CONDITIONS**

Macon Bishop 7/21/14
Signature

RECEIVED JUL 25 2014

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**


COUNTY ATTORNEY

Attachment # 1

Page 5 of 19

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 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) system coordination, (7) community awareness services, and (8) medical intervention services.

- a.) Sexual violence services shall be documented in case notes and maintained in client files in date order. Case notes shall clearly indicate the services provided and that they were related to sexual violence victimization.
- 2) Ninety percent (90%) of sexual assault survivors identified will be provided at least two (2) of the following five (5) Core and Enhanced Services:
 - a) 24-hour sexual assault hotline
 - b) Crisis intervention
 - c) Information and referral
 - d) Advocacy/accompaniment
 - e) Counseling
- 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.
 - 1) The Provider shall require all staff funded under this subcontract to maintain timesheets to account for their time.
 - 2) The Provider shall notify the Council contract manager within 5 working days of hiring and/or terminating staff funded under this subcontract.
 - 3) If any information on the Provider Information form changes, the Provider shall submit a revised form within 5 working days of the change. This includes the primary, secondary or SVDR point of contact, etc.
 - 4) The Provider shall notify the Council one week *prior* to a change of address and submit a revised Provider Information form within 5 working days of the change.
 - 5) The Provider shall assign at least fifty percent (.50) FTE to one single sexual assault advocate/coordinator position, regardless of funding source(s). The Provider shall identify the Name, Title, and percentages of funding that comprise their salary. The Provider shall also provide a job description for

the individual/position and attest that fifty percent (.50) of their time is devoted to the function of sexual assault advocate/coordinator.

- 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.
 - 1) The Provider shall ensure that all staff and/or subcontractors (including therapists) funded under this subcontract complete the ACT training prior to providing one-on-one direct services to sexual violence victims. ACT training must be completed within the first 30 days of employment.
 - 2) The Provider shall submit to the Council the current resume and ACT certificate of individuals funded by this subcontract, within 45 days of their hire/subcontract effective date.
- 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 its established Florida-based office or other off-site location approved by the Council.
- b. The Provider shall, within its ability, make reasonable accommodations and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodations/modifications are: 1) designated parking, 2) ramp access to building, 3) alternative formats available for documents, 4) accessible restroom facilities 5) doors and doorways are accessible and 6) a sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this subcontract.
- c. Service Times. 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.
- d. Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant.
- e. 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 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) Sexual Assault Program Activity Report. The Provider shall complete the quarterly electronic Sexual Assault Program Activity Report form, incorporated herein by reference, by the 10th of the month following the quarter in which services were provided, to document achievement of service tasks identified in Section B.1.a. of this subcontract.
 - 2) Quarterly Expenditure Report. The Provider shall submit a completed/signed Quarterly Expenditure Report form, incorporated herein by reference, to the Council contract manager. The report must be received 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 Annual Financial Report form, incorporated herein by reference, to the Council contract manager. The report must be received 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.

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, 2014, January 15, 2015 and April 15, 2015. The final invoice for the retained 5% of allocated funds shall be submitted by July 15, 2015.
- c. Five percent (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. 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 submission of any invoices, reports, necessary budget revisions, or other documentation may result in the Provider's invoice being held for payment until all required documentation has been received.

D. Submission Schedule.

1. 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. All expenditures shall appear in a cost proposal (budget) pre-approved by the Council contract manager. The cost proposal may be revised twice during each state fiscal year. Possible changes should be sent to the contract manager in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. The cost proposal shall include a budget narrative to describe how each line item is related to program activities. Cost proposals will not be approved without detailed budget narratives with sufficient explanation to justify the expense. Cost proposal date restrictions apply as follows:
 - 1) The Provider shall ensure all activities related to printing/advertising/promotional item costs are completed by December 31st of each state fiscal year; with the exception of activities and costs related to Sexual Assault Awareness Month (SAAM).
 - 2) The Provider shall incur all SAAM event printing/advertising/brochures/promotional item costs no later than February 28th.
 - 3) No cost proposal revisions related to SAAM will be accepted after February 28th.
 - b. It is essential that administrative and program staff communicate frequently to ensure subcontract requirements will be met and all funds expended by the end of the subcontract period. Any final cost proposal revisions must be submitted by **April 30th** of the current state 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.
 - d. The Provider shall assign no less than 25% of any salaries included in the cost proposal; excluding supervisors. Lesser salary percentages must be requested and approved by the Council contract manager. All budgeted salary percentages shall equal actual time and effort percentages to directly support sexual violence victim services. A written justification must be submitted to the Council contract manager if achievement of this requirement is not possible.

2. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and e-mail throughout the subcontract period and respond timely as requested by the Council.
3. Publication Requirement. The Provider agrees to acknowledge the Office of the Attorney General in all publications and advertisements that are funded wholly or in part with this Subcontract. 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 project was supported by AGREEMENT No. K03419 awarded by State of Florida, Office of the Attorney General."

No promotional items may be purchased with OAG subcontract funds.

4. 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. In addition, the Provider shall submit the Board meeting minutes approving the audit.
5. Anything that is produced or developed in connection with this Subcontract shall be the exclusive property of the Office of the Attorney General and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the Provider or any other individual employed under this Subcontract shall have any proprietary interest in any product(s) developed or produced under this Subcontract.

ATTACHMENT II

PROVIDER: Palm Beach County	SUBCONTRACT NUMBER: 14OAG26
ADDRESS:	TELEPHONE NUMBER:
SERVICE PERIOD/QUARTER/FINAL PAYMENT (please check one): Jul 2014 – Sep 2014 (invoice due upon execution): ____ Oct 2014 – Dec 2014 (invoice due 10/15/14) : ____ Jan 2015 – Mar 2015 (invoice due 1/15/15) : ____ Apr 2015 – Jun 2015 (invoice due 4/15/15) : ____ Final payment (invoice due 7/15/15): ____	QUARTERLY RATE: Jul 2014 – Sep 2014: \$5,206.50 Oct 2014 – Dec 2014: \$4,859.40 Jan 2015 – Mar 2015: \$4,859.40 Apr 2015 – Jun 2015: \$4,859.40 Final payment (retained funds): \$1,041.30

<p><u>SUMMARY OF PAYMENTS</u></p> <p>SFY 2014-2015 ALLOCATION: \$20,826.00</p> <p>FUNDS PREVIOUSLY REQUESTED: \$ _____</p> <p>AMOUNT OF THIS INVOICE: \$ _____</p> <p>BALANCE: \$ _____</p> <p>ACTUAL EXPENDITURES TO DATE: \$ _____</p> <p>(Should equal the amount expended through the period checked above. End of quarter invoice Actual Expenditures to Date amount should equal the total indicated on the Quarterly Expenditure Report.)</p> <p>(NOTE: ALL FUNDS <u>MUST</u> BE EXPENDED BY JUNE 30TH)</p> <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> <p>SIGNATURE OF PROVIDER AGENCY OFFICIAL _____ DATE _____</p> <p>TITLE _____ PHONE # _____</p>	<p>(FOR FCASV USE ONLY)</p> <p><u>PENALTIES</u></p> <p>QUARTERLY RATE: \$ _____</p> <p>DESCRIPTION: _____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>TOTAL: \$ _____</p> <p><u>PAYMENT APPROVAL</u></p> <p>TOTAL APPROVED FOR PAYMENT BY FCASV: \$ _____</p> <p>SIGNATURE _____ DATE _____</p>
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Attachment # 1
Page 14 of 19

ATTACHMENT III

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97,

Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Council by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

PART III: REPORT SUBMISSION

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

A. The Council as follows:

Florida Council Against Sexual Violence
1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The Council, at its discretion, may revise audit submission requirements during the term of this subcontract and will advise the provider accordingly.

- 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 Council, at its discretion, may revise audit submission requirements during the term of this subcontract and will advise the provider accordingly.

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 Council, at its discretion, may revise audit submission requirements during the term of this subcontract and will advise the provider accordingly.

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

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

4. Any reports, management letter, or other information required to be submitted to the Council pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Providers, when submitting financial reporting packages to the Council for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

End of Text

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#41.010 Title: The Florida Council Against Sexual Violence
TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.: \$20,826.00

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.
- ☐ Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-006(2), FAC [state financial assistance] and Section 215.400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, 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

Attachment # 1

Page 19 of 19

AMENDMENT 1

This Amendment, entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the "Council" and Palm Beach County, hereinafter referred to as the "Provider," amends subcontract number 13RCP26.

The following modifications have been made:

1. Page 7, Attachment I, Section B.1.a.6) – 9) is added as follows:
 - "6) The Provider's Executive Director, or substitute preapproved by the Council, must attend the annual Leadership Summit provided by the Council. A 15% reduction in the monthly payment for that period may be imposed if this requirement is not met.
 - 7) The Provider's Executive Director, or substitute preapproved by the Council, must attend a Sexual Assault Immersion Institute provided by the Council. A 15% reduction in the monthly payment for that period may be imposed if this requirement is not met.
 - 8) The Provider shall attend at least one Council webinar each year. A 5% reduction in the monthly payment may be imposed if this requirement is not met.
 - 9) The Provider shall conduct at least 6 in-person outreach activities per quarter in each county it is certified to serve; for a total of 24 in-person outreach activities per county, per year.
 - a) A minimum of 1 activity per county, per quarter must take place at local community sponsored events, such as health fairs or community festivals.
 - b) A minimum of 1 activity per county, per quarter must focus on those attending colleges, universities and/or technical colleges.
 - c) All activities must be sexual assault specific and highlight the Provider's rape crisis services.
 - d) Examples of sexual assault specific outreach activities:
 - visiting doctors' offices, speaking with medical personnel about sexual assault services and asking that they refer clients
 - tabling at a local health fair with a display focusing on the sexual assault program and distributing sexual assault program materials
 - speaking at a Rotary Club luncheon about the sexual assault program
 - attending local government meetings to speak about the sexual assault program."
2. Page 10, Attachment I, Section B.4.b.4) is added as follows:

"Sexual Assault Program Activity Report. The Provider shall complete the quarterly electronic Sexual Assault Program Activity Report form, incorporated herein by reference, by the 10th of the month following the quarter in which services were provided, to document achievement of service tasks identified in Section B.1.a. of this subcontract."
3. Page 11, Attachment I, Section C.1.a. is amended to add:

"The contract amount for the second year (July 1, 2014 to June 30, 2015) is \$46,983.00."
4. Page 12, Attachment I, Section C.1.h. is omitted in its entirety and replaced with the following:

"Late Submissions.

 - 1) Sexual Violence Data Registry (SVDR) entries not fully completed by the 10th of the month following the month of service shall result in a 5% invoice amount reduction for every late day thereafter, unless the penalty is waived by the Council.

Attachment # 2
Page 1 of 4

- 2) Late submission of any required invoices, reports, required budget revisions, or other documentation may result in the Provider's invoice being held and processed with the following month's invoice, if all required documentation has been received."
5. Page 13, Attachment I, Section C.1.i. is added as follows:
"Non-achievement of each quarterly outreach requirement, referenced in Section B.1.a., may result in the assessment of a 5% invoice penalty. Application of penalties shall be at the discretion of the Council."
6. Page 13, Attachment I, Section E.1.a. is modified as follows:
"All expenditures shall appear in a cost proposal (budget) pre-approved by the Council contract manager. The cost proposal may be revised twice during each state fiscal year. Possible changes should be sent to the contract manager in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. The cost proposal shall include a budget narrative to describe how each line item is related to program activities. Cost proposals will not be approved without detailed budget narratives with sufficient explanation to justify the expense. Cost proposal date restrictions apply as follows:
 - 1) The Provider shall ensure all activities related to printing/advertising/promotional item costs are completed by December 31st of each state fiscal year; with the exception of activities and costs related to Sexual Assault Awareness Month (SAAM).
 - 2) The Provider shall incur all SAAM event printing/advertising/brochures/promotional item costs no later than February 28th.
 - 3) No cost proposal revisions related to SAAM will be accepted after February 28th."
7. Page 13, Attachment I, Section E.1.d. is added as follows:
"The Provider shall assign no less than 25% of any salaries included in the cost proposal; excluding supervisors. Lesser salary percentages must be requested and approved by the Council contract manager. All budgeted salary percentages shall equal actual time and effort percentages to directly support sexual violence victim services. A written justification must be submitted to the Council contract manager if achievement of this requirement is not possible."
8. Page 14, Attachment I, Section E.6. is omitted.
9. Page 15, Attachment II, is deleted in its entirety and replaced with the attached page 15 (Revision 1).

This amendment shall begin on July 1, 2014 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: PALM BEACH COUNTY

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE

SIGNED BY: *Vincent J. Bonvento*

SIGNED BY: *Jennifer L. Dritt*

NAME: Vincent J. Bonvento

NAME: Jennifer L. Dritt

TITLE: Director of Public Safety

TITLE: Executive Director

DATE: 7/7/14

DATE: 7/8/2014

APPROVED AS TO LEGAL SUFFICIENCY:

By: *Randolph E. Delaney*
COUNTY ATTORNEY'S OFFICE

APPROVED AS TO TERMS
AND CONDITIONS

Nicole Bishop
Signature

RECEIVED JUL - 8 2014

ATTACHMENT II

PROVIDER: Palm Beach County	SUBCONTRACT NUMBER: 13RCP26
ADDRESS:	TELEPHONE NUMBER:
SERVICE PERIOD (CHECK ONE): <div> Jul 2014 ___ Oct 2014 ___ Jan 2015 ___ Apr 2015 ___ Aug 2014 ___ Nov 2014 ___ Feb 2015 ___ May 2015 ___ Sep 2014 ___ Dec 2014 ___ Mar 2015 ___ Jun 2015 ___ </div>	MONTHLY RATE: <div>July 2014 - June 2015: \$3,915.25</div>

<p align="center"><u>SUMMARY OF PAYMENTS</u></p> <p>SFY 2014-2015 ALLOCATION: <u>\$46,983.00</u></p> <p>FUNDS PREVIOUSLY REQUESTED: _____ \$ _____</p> <p>AMOUNT OF THIS INVOICE: _____ \$ _____</p> <p>BALANCE: _____ \$ _____</p> <p>ACTUAL EXPENDITURES TO DATE: _____ \$ _____</p> <p>(Should equal the amount expended through the period checked above. End of quarter invoice Actual Expenditures to Date amount should equal the total indicated on the Quarterly Expenditure Report.)</p> <p>(NOTE: ALL FUNDS <u>MUST</u> BE EXPENDED BY JUNE 30TH)</p> <p align="center"><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> <div> <div>SIGNATURE OF PROVIDER AGENCY OFFICIAL</div> <div>DATE</div> </div> <div> <div>TITLE</div> <div>PHONE #</div> </div>		<p align="center"><u>(FOR FCASV USE ONLY)</u></p> <p align="center"><u>PENALTIES</u></p> <p>MONTHLY RATE: \$ _____</p> <p>DESCRIPTION:</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p align="right">TOTAL: \$ _____</p> <p align="center"><u>PAYMENT APPROVAL</u></p> <p>TOTAL APPROVED FOR PAYMENT BY FCASV: \$ _____</p> <div> <div>SIGNATURE</div> <div>DATE</div> </div>
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Page 4 of 4
Attachment # 2

AMENDMENT 1

This Amendment, entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the "Council" and Palm Beach County, hereinafter referred to as the "Provider," amends subcontract number 13GR26.

The following revisions have been made:

1. Page 7, Attachment I, Section B.1.a.6) and 7) are omitted. 6) is replaced with the following:
"In each county served, the Provider shall meet at least quarterly with law enforcement agencies, hospitals/forensic exam facilities and the state attorney's office to discuss sexual assault system coordination. Attendance by the Provider and an entity listed below at a Sexual Assault Response Team (SART) meeting fulfills the system coordination requirement with that entity for that quarter.
a) Law enforcement meetings.
The Provider shall meet **quarterly** with the sheriff's office and the police department receiving the highest number of forcible rapes in each county served, for a minimum of two (2) law enforcement meetings per county per quarter. For purposes of this requirement, the number of forcible rapes per county is that listed in the Florida Department of Law Enforcement's 2013 County and Municipal Offense Data: <http://www.fdle.state.fl.us/Content/getdoc/2c79e16b-8846-4383-be92-c7c16e227813/CoMuOff2013annual.aspx>.
b) Hospital/forensic exam facility meetings.
The Provider shall meet at least quarterly with each county's standalone forensic exam facility (if applicable) and two (2) major acute care hospitals where survivors may present for reported or non-reported forensic exams or who treat survivors that are not medically stable enough to be transferred to the local forensic exam facility. Hospitals can be found on the Florida Hospital Association's statewide directory at: <http://www.fha.org/reports-and-resources/hospital-directory.aspx>.
c) Identification of law enforcement agencies and hospitals.
The Provider shall submit to the Council by August 1st.
1) a copy of the FDLE 2013 County and Municipal Offense Data sheet for each county served, identifying the police department receiving the highest number of forcible rape reports, and
2) a printout of the Florida Hospital Association directory of hospitals for each county served, identifying the acute care hospitals
d) Quarterly visits and SART meetings may not be counted as outreach activities."
2. Page 8, Attachment I, Section B.1.a.13) is modified to add:
"The Provider shall attend at least one Council webinar each year. A 5% reduction in the June invoice payment may be imposed if this requirement is not met."
3. Page 8, Attachment I, Section B.1.a.14) 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. A 15% reduction in the monthly payment for that period may be imposed if this requirement is not met. "
4. Page 8, Attachment I, Section B.1.a.15) is added as follows:
"The Provider's Executive Director, or substitute preapproved by the Council, must attend a Sexual Assault Immersion Institute provided by the Council. A 15% reduction in the monthly payment for that period may be imposed if this requirement is not met."

Attachment # 3

Page 1 of 4

5. Page 11, Attachment I, Section B.4.b.2) is omitted in its entirety and replaced with the following:
"Sexual Assault Program Activity Report. The Provider shall complete the quarterly electronic Sexual Assault Program Activity Report form, incorporated herein by reference, by the 10th of the month following the quarter in which services were provided, to document achievement of service tasks identified in Section B.1.a. of this subcontract.
6. Page 13, Attachment I, Section C.1.a. is modified to add:
"The contract amount for the second year (July 1, 2014 to June 30, 2015) is \$102,979.00
7. Page 14, Attachment I, Section C.1.h. is omitted in its entirety and replaced with the following:
"Late Submissions.
 - 1) Sexual Violence Data Registry (SVDR) entries not fully completed by the 10th of the month following the month of service shall result in a 5% invoice amount reduction for every late day thereafter, unless the penalty is waived by the Council.
 - 2) Late submission of any required invoices, reports, required budget revisions, or other documentation may result in the Provider's invoice being held and processed with the following month's invoice, if all required documentation has been received."
8. Page 15, Attachment I, Section C.1.i. is added as follows:
"Non-achievement of each quarterly system coordination requirement, referenced in Section B.1.a., may result in the assessment of a 5% invoice penalty. Application of penalties shall be at the discretion of the Council."
9. Page 15, Attachment I, Section E.1.a. is modified as follows:
"All expenditures shall appear in a cost proposal pre-approved by the Council contract manager. The cost proposal may be revised twice during each state fiscal year. Possible changes should be sent to the contract manager in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. The cost proposal shall include a budget narrative to describe how each line item is related to program activities. Cost proposals will not be approved without detailed budget narratives with sufficient explanation to justify the expense. Cost proposal date restrictions apply as follows:
 - 1) The Provider shall ensure all activities related to printing/advertising/promotional item costs are completed by December 31st of each state fiscal year; with the exception of activities and costs related to Sexual Assault Awareness Month (SAAM).
 - 2) The Provider shall incur all SAAM event printing/advertising/brochures/promotional item costs no later than February 28th.
 - 3) No cost proposal revisions related to SAAM will be accepted after February 28th."
10. Page 15, Attachment I, Section E.1.d. is added as follows:
"The Provider shall assign no less than 25% of any salaries included in the cost proposal; excluding supervisors. Lesser salary percentages must be requested and approved by the Council contract manager. All budgeted salary percentages shall equal actual time and effort percentages to directly support sexual violence victim services. A written justification must be submitted to the Council contract manager if achievement of this requirement is not possible."
11. Page 16, Attachment I, Section E.6. is omitted.
12. Page 17, Attachment II, is deleted in its entirety and replaced with the attached page 17 (Revision 1).

This amendment shall begin on July 1, 2014 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: PALM BEACH COUNTY

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE

SIGNED BY: Vincent J. Bonvento

SIGNED BY: Jennifer L. Ditt

NAME: Vincent J. Bonvento

NAME: Jennifer L. Ditt

TITLE: Director of Public Safety

TITLE: Executive Director

DATE: 7/7/14

DATE: 7/8/2014

APPROVED AS TO Legal Sufficiency

By: Danah E. Eide
County Attorney's Office

RECEIVED JUL - 8 2014

APPROVED AS TO TERMS
AND CONDITIONS

Michael Bishop
Signature

ATTACHMENT II

PROVIDER: Palm Beach County	SUBCONTRACT NUMBER: 13GR26
ADDRESS:	TELEPHONE NUMBER:
SERVICE PERIOD (CHECK ONE): Jul 2014 ___ Oct 2014 ___ Jan 2015 ___ Apr 2015 ___ Aug 2014 ___ Nov 2014 ___ Feb 2015 ___ May 2015 ___ Sep 2014 ___ Dec 2014 ___ Mar 2015 ___ Jun 2015 ___	MONTHLY RATE: July 2014 - May 2015: \$8,581.58 June 2015: \$8,581.62

<p>SUMMARY OF PAYMENTS</p> <p>SFY 2014-2015 ALLOCATION: \$102,979.00</p> <p>FUNDS PREVIOUSLY REQUESTED: \$ _____</p> <p>AMOUNT OF THIS INVOICE: \$ _____</p> <p>BALANCE: \$ _____</p> <p>ACTUAL EXPENDITURES TO DATE: \$ _____</p> <p>(Should equal the amount expended through the period checked above. End of quarter invoice Actual Expenditures to Date amount should equal the total indicated on the Quarterly Expenditure Report.)</p> <p>(NOTE: ALL FUNDS <u>MUST</u> BE EXPENDED BY JUNE 30TH)</p> <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> <p>SIGNATURE OF PROVIDER AGENCY OFFICIAL _____ DATE _____</p> <p>TITLE _____ PHONE # _____</p>	<p>(FOR FCASV USE ONLY)</p> <p>PENALTIES</p> <p>MONTHLY RATE: \$ _____</p> <p>DESCRIPTION: _____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>TOTAL: \$ _____</p> <p>PAYMENT APPROVAL</p> <p>TOTAL APPROVED FOR PAYMENT BY FCASV: \$ _____</p> <p>SIGNATURE _____ DATE _____</p>
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Attachment # 3
Page 4 of 4

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

THE PARTIES AGREE:

R2013 1599 NOV 05 2013

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 §308 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. 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 employees hired during the subcontract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the subcontract term. Subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
 - e. The Provider shall comply with the President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.
 - f. 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.
 - g. 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).
 - h. If the Provider is determined to be a subrecipient of federal funds, the Provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the System for Award Management. No payments will be issued until the Provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed SAM registration) to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and <https://www.sam.gov>.
- 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.

Attachment # 4Page 1 of 22

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(f)(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 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. 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 subcontract, 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. 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.
- R. 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

Attachment # 4Page 3 of 22

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.

S. 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 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.

T. 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.

U. 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 \$46,134.00 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, 2013 and shall be retroactive to that date if executed thereafter. It shall end on June 30, 2016.

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:

Board of County Commissioners, Palm Beach County Victim Services
20 South 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:

Nicole Bishop, Division Director
205 North Dixie Highway, Suite 5.1100
West Palm Beach, Florida 33401
(661) 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 Ext. 112

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 South Military Trail
West Palm Beach, Florida 33415
(661) 712-6470

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 WHEREOF, the parties hereto have caused this 22 page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: PALM BEACH COUNTY
R 2013-1599
NOV 05 2013

SIGNATURE:

PRINT/TYPE NAME:

TITLE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE: N/A

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

Florida Council Against Sexual Violence

SIGNATURE:

PRINT/TYPE NAME: JENNIFER DEIT

TITLE: EXECUTIVE DIRECTOR

DATE:

APPROVED AS TO TERMS
AND CONDITIONS

Marcie Bishop 7/19/13
Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Barbara E. Eddley
COUNTY ATTORNEY

RECEIVED JUL 24 2013

Contract #13RCP26

Attachment # 4

Page 5 of 22

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 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 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 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.

- b) Sexual violence services shall be documented in case notes and maintained in client files in date order. Case notes shall clearly indicate the services provided and that they were related to sexual violence victimization.
- 2) Monthly SVDR Data. All victims served and the services provided with RCP subcontract funds must be entered into the Sexual Violence Data Registry by the 10th of the month following the month in which services were provided. Invoice payment may be withheld and financial penalties imposed if data is not entered timely. 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. The Provider shall use the SVDR to obtain a unique victim identification number for all non-reporting and reporting primary and secondary victims, identify services provided and assign funding to the Rape Crisis Program Trust Fund (RCPTF).
- 3) 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.
- 4) Upon request, the Provider agrees to complete an evaluation form to assess other Council training and technical assistance provided.
- 5) By July 31, 2013, the Provider shall implement a Memorandum of Understanding (MOU) with the county health department(s) in its service area. The MOU will outline the policies for referring health department clients that health department staff identified as needing sexual battery recovery services or information. A copy of the MOU shall be submitted to the Council by August 10, 2013.
- 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.
- d. The Provider shall submit all documentation/invoices required under this subcontract in hard copy format unless otherwise stated, to be received by the due date indicated. No electronic submissions will be accepted if not previously approved by the Council. Submission requirements may be revised during the subcontract term at the discretion of the Council.

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.
 - 1) The Provider shall require all staff funded under this subcontract to maintain timesheets to account for their time.
 - 2) The Provider shall notify the Council contract manager within 5 working days of hiring and/or terminating staff funded under this subcontract.
 - 3) If any information on the Provider Information form changes, the Provider shall submit a revised form within 5 working days of the change. This includes the primary, secondary or SVDR point of contact, etc.
 - 4) The Provider shall notify the Council one week *prior* to a change of address and submit a revised Provider Information form within 5 working days of the change.
 - 5) The Provider shall assign at least fifty percent (.50) FTE to one single sexual assault advocate/coordinator position, regardless of funding source(s). The Provider shall identify the Name, Title, and percentages of funding that comprise their salary. The Provider shall also provide a job description for the individual/position and attest that fifty percent (.50) of their time is devoted to the function of sexual assault advocate/ coordinator.
- 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.
 - 1) The Provider shall ensure that all staff and/or subcontractors (including therapists) funded under this subcontract complete the ACT training prior to providing one-on-one direct services to sexual violence victims. ACT training must be completed within the first 30 days of employment.
 - 2) The Provider shall submit to the Council the resume and ACT certificate, of individuals funded by this subcontract, within 45 days of their hire/subcontract effective date.
- 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. The Provider shall, within its ability, make reasonable accommodations and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodations/modifications are: 1) designated parking, 2) ramp access to building, 3) alternative formats available for documents, 4) accessible restroom facilities 5) doors and doorways are accessible and 6) a sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this subcontract.
- c. 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.
- d. Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant.
- e. 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 to verify that funds are: 1) spent on allowable costs, 2) limited to no more than 15% in administrative expenses, and 3) used to enhance the provision of services and increase the number of victims

served. 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 15, 2014, July 15, 2015 and July 15, 2016 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 and promises to defend the Council against the same at its expense.
- 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.
- 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. 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. The Provider shall ensure that any staff travel expenses incurred beyond the local community and funded under this subcontract will be identified on a completed State of Florida Voucher for Reimbursement of Travel Expenses, incorporated herein by reference and maintained by the Provider.

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, 2013 to June 30, 2014) is \$46,134.00. 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 (2014-2015 and 2015-2016) 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. 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 June (final) invoice for each state fiscal year funding period is due no later than July 15th. If the Provider fails to submit the final invoice and any delinquent invoices by July 15th, of the respective state fiscal year, all rights to payment are forfeited and the Council may not honor any requests submitted after the aforesaid time period.
- 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 the penalty is waived by the Council.
 - 4) Failure to notify the Council contract manager within 5 working days of any of the following shall result in a two (2) percent invoice penalty, unless the penalty is waived by the Council:

Attachment # 4

Page 12 of 22

- a) subcontract-funded staff hired and/or terminated
 - b) replacement of the Provider's primary, secondary or SVDR point of contact for this subcontract and submission of a revised Provider Information form.
- 5) If any other 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.
 - 6) Multiple penalties shall be added for a total amount to be reduced from an invoice.
 - 7) 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 and include a description and justification in the budget narrative. 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 and respond timely as requested by the Council.

Attachment # 4

Page 13 of 22

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 the Florida Council Against Sexual Violence (FCASV)" 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 or FCASV."

4. By August 1, 2013, 2014 and 2015, 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) IRS Form W-9; and 6) the Florida Department of Health Civil Rights Compliance Checklist, incorporated herein by reference.
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 (in accordance with FCASV's Certification Appeals Process) 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. This subcontract shall be terminated within 60 days of the Council being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.
7. **Subcontract Renewal.** This subcontract may be renewed on a yearly basis 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.

ATTACHMENT II

PROVIDER: Palm Beach County Victim Services	SUBCONTRACT NUMBER: 13RCP26
ADDRESS:	TYPE OF REQUEST: Regular _____ Final _____
TELEPHONE NUMBER:	MONTHLY RATE: July 2013 - June 2014: \$3,844.50
SERVICE PERIOD:	

<p>SUMMARY OF PAYMENTS</p> <p>SFY 2013-2014 ALLOCATION: \$46,134.00</p> <p>FUNDS PREVIOUSLY REQUESTED: \$ _____</p> <p>AMOUNT OF THIS INVOICE: \$ _____</p> <p>BALANCE: \$ _____</p> <p>ACTUAL EXPENDITURES TO DATE: \$ _____</p> <p>(NOTE: ALL FUNDS <u>MUST</u> BE EXPENDED BY JUNE 30TH)</p> <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> <p>SIGNATURE OF PROVIDER AGENCY OFFICIAL _____ DATE _____</p> <p>TITLE _____ PHONE # _____</p>	<p>(FOR FCASV USE ONLY)</p> <p>PENALTIES</p> <p>MONTHLY RATE: \$ _____</p> <p>DESCRIPTION: _____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>TOTAL: \$ _____</p> <p>PAYMENT APPROVAL</p> <p>TOTAL APPROVED FOR PAYMENT BY FCASV: \$ _____</p> <p>SIGNATURE _____ DATE _____</p>
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Attachment # 4

Page 15 of 22

ATTACHMENT III

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

AUDITS**PART I: FEDERALLY FUNDED**

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

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

Attachment # 4
 Page 16 of 22

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Council by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, 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 Council shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

Attachment # 4

Page 17 of 22

A. The Council as follows:

Florida Council Against Sexual Violence
1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The Council, at its discretion, may revise audit submission requirements during the term of this subcontract and will advise the provider accordingly.

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 Council, at its discretion, may revise audit submission requirements during the term of this subcontract and will advise the provider accordingly.

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 Council, at its discretion, may revise audit submission requirements during the term of this subcontract and will advise the provider accordingly.

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

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

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

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

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Council, 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 Council, 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 Council.

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 _____ CFDA# _____ Title _____ \$ _____

State financial assistance subject to Sec. 215.97, F.S.:
CSFA# 84.061 Title Rape Crisis Program Trust Fund -- Sexual Battery Victims' Access to Services Act \$46,134.00

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$46,134.00

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

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.
 Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Council 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].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, 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:

03/11

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 of Health'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.

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

THE PARTIES AGREE:

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I. THE PROVIDER AGREES:

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

B. Requirements of §287.068, 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. 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 employees hired during the subcontract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the subcontract term. Subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

e. The Provider shall comply with the President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.

f. 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.

g. 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).

h. If the Provider is determined to be a subrecipient of federal funds, the Provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the System for Award Management. No payments will be issued until the Provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed SAM registration) to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and <https://www.sam.gov>.

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.

Attachment #

5

Page

1

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24

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(f)(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 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. 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 subcontract, 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. 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.
- R. 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.

S. 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.

T. 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.

U. 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 \$99,841.00 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, 2013 and shall be retroactive to that date if executed thereafter. It shall end on June 30, 2016.

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 80A-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:

Board of County Commissioners, Palm Beach County Victim Services
20 South 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:

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) 287-2000 Ext. 112

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 South Military Trail
West Palm Beach, Florida 33415
(561) 712-6470

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 24 page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: PALM BEACH COUNTY

SIGNATURE: 

PRINT/TITLE NAME: VINCENT BONVENTO

TITLE: PUBLIC SAFETY DIRECTOR

DATE: 7/29/13

STATE AGENCY 29-DIGIT FLAIR CODE: N/A

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

Florida Council Against Sexual Violence

SIGNATURE: 

PRINT/TITLE NAME: JENNIFER DRIFT

TITLE: EXECUTIVE DIRECTOR

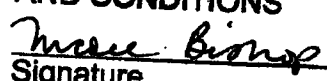
DATE: 8/2/13

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



COUNTY ATTORNEY

APPROVED AS TO TERMS
AND CONDITIONS


Signature

Attachment # 5

Page 5 of 24

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 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 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 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.

- b) Sexual violence services shall be documented in case notes and maintained in client files in date order. Case notes shall clearly indicate the services provided and that they were related to sexual violence victimization.
- 2) Monthly SVDR Data. All victims served and the services provided with GR subcontract funds must be entered into the Sexual Violence Data Registry by the 10th of the month following the month in which services were provided. Invoice payment may be withheld and financial penalties imposed if data is not entered timely. 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. The Provider shall use the SVDR to obtain a unique victim identification number for all non-reporting and reporting primary and secondary victims, identify services provided and assign funding to General Revenue (GR).
- 3) 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.
- 4) Upon request, the Provider agrees to complete an evaluation form to assess other Council training and technical assistance provided.
- 5) By July 31, 2013, the Provider shall implement a Memorandum of Understanding (MOU) with the county health department(s) in its service area. The MOU will outline the policies for referring health department clients that health department staff identified as needing sexual battery recovery services or information. A copy of the MOU shall be submitted to the Council by August 10, 2013.
- 6) The Provider shall conduct at least 6 in-person outreach activities per quarter in each county it is certified to serve; for a total of 24 in-person outreach activities per county, per year.
 - a) A minimum of 1 activity per quarter must take place at local community sponsored events, such as health fairs or community festivals.
 - b) All activities must be sexual assault specific and highlight the agency's rape crisis services.
 - c) Examples of sexual assault specific outreach activities:
 - visiting doctors' offices, speaking with medical personnel about sexual assault services and asking that they refer clients

- tabling at a local health fair with a display focusing on the sexual assault program and distributing sexual assault program materials
 - speaking at a Rotary Club luncheon about the sexual assault program
 - attending local government meetings to speak about the sexual assault program.
- 7) The Provider shall develop a Sexual Assault Response Team (SART) that meets at least quarterly in each county it is certified to serve. *OR*, the Provider shall meet at least quarterly with each law enforcement agency, hospital and state attorney's office in each county it is certified to serve to discuss sexual assault system coordination.
 - a) Quarterly visits and SART meetings may *not* be counted as outreach activities.
 - b) Additional meetings that take place more than once per quarter may be counted as outreach activities.
 - 8) The Provider shall provide in-person crisis intervention services within 2 business days of the request in each county it is certified to serve. By October 15, 2013, the Provider shall submit to the Council a crisis intervention schedule *OR* a policy describing how this requirement is implemented when a request is made.
 - 9) The Provider shall maintain an advocacy schedule for responding to forensic exams and law enforcement interviews on a 24 hour basis, in each county the program is certified to serve. By October 15, 2013, the Provider shall submit to the Council an advocacy schedule documenting compliance with this requirement.
 - 10) The Provider shall maintain an updated resource manual, file or database which identifies financial, medical, forensic exam, mental health, legal, social service and other relevant resources within each county the program is certified to serve. By February 1, 2014, the Provider shall submit three (3) examples of how it incorporates multi-county referrals into its resource directory or database.
 - 11) The Provider shall maintain an office to meet with clients in each county it is certified to serve. If not owned by the Provider, the location may consist of either rented or donated office space. By February 1, 2014, the Provider shall submit the address of the office space in each county, (except for headquarters location), along with name of the entity leasing/donating the space, contact person and phone number or proof of mortgage or ownership.
 - 12) The Provider shall assign at least fifty percent (.50) FTE to one single sexual assault advocate/coordinator position, regardless of funding source(s).
 - 13) For the period ending June 30, 2014, the Provider shall attend at least one (1) of three (3) available Council webinars on providing trauma-informed therapy to sexual assault victims and/or facilitating support groups for victims of sexual violence.

- 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.
- d. The Provider shall submit all documentation/invoices required under this subcontract in hard copy format unless otherwise stated, to be *received* by the due date indicated. No electronic submissions will be accepted if not previously approved by the Council. Submission requirements may be revised during the subcontract term at the discretion of the Council.

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.
 - 1) The Provider shall require all staff funded under this subcontract to maintain timesheets to account for their time.
 - 2) The Provider shall notify the Council contract manager within 5 working days of hiring and/or terminating staff funded under this subcontract.
 - 3) If any information on the Provider Information form changes, the Provider shall submit a revised form within 5 working days of the change. This includes the primary, secondary or SVDR point of contact, etc.
 - 4) The Provider shall notify the Council one week *prior* to a change of address and submit a revised Provider Information form within 5 working days of the change.
 - 5) The Provider shall assign at least fifty percent (.50) FTE to one single sexual assault advocate/coordinator position, regardless of funding source(s). The Provider shall identify the Name, Title, and percentages of funding that comprise their salary. The Provider shall also provide a job description for the individual/position and attest that fifty percent (.50) of their time is devoted to the function of sexual assault advocate/ coordinator.
- 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.

- 1) The Provider shall ensure that all staff and/or subcontractors (including therapists) funded under this subcontract complete the ACT training prior to providing one-on-one direct services to sexual violence victims. ACT training must be completed within the first 30 days of employment.
- 2) The Provider shall submit to the Council the resume and ACT certificate, of individuals funded by this subcontract, within 45 days of their hire/subcontract effective date.
- 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. The Provider shall, within its ability, make reasonable accommodations and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodations/modifications are: 1) designated parking, 2) ramp access to building, 3) alternative formats available for documents, 4) accessible restroom facilities 5) doors and doorways are accessible and 6) a sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this subcontract.
- c. 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.
- d. Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant.
- e. 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 to verify that funds are: 1) spent on allowable costs, 2) limited to no more than 15% in administrative expenses, and 3) used to enhance the provision of services and increase the number of victims served. 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) Sexual Assault Program Activity Report. The Provider shall complete the quarterly electronic Sexual Assault Program Activity Report, incorporated herein by reference, by the 15th day of the month following the quarter in which services were provided. The report includes the following activities:
 - a) Outreach. Identify outreach activities conducted in accordance with Section B.1.a. herein.
 - b) System Coordination Visits.
 - a. Identify Sexual Assault Response Team (SART) meetings held during the quarter in accordance with Section B.1.a herein. The Provider shall attach SART meeting agendas and minutes listing attendees to the report, in accordance with Section B.1.a. herein; OR
 - b. Identify system coordination efforts in accordance with Section B.1.a herein.
 - c) Services by County. Identify service counts and related county information for new and ongoing victims in accordance with Section B.1.a herein. Only Providers serving more than one county are required to complete this section of the report.
- 3) Annual Financial Report. The Provider shall submit a completed Annual Financial Report form, incorporated herein by reference, to the Council contract manager by July 15, 2014, July 15, 2015 and July 15, 2016 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.
- 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'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 and promises to defend the Council against the same at its expense.
- 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.
- 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. 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. The Provider shall ensure that any staff travel expenses incurred beyond the local community and funded under this subcontract will be identified on a completed State of Florida Voucher for Reimbursement of Travel Expenses, incorporated herein by reference and maintained by the Provider.

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, 2013 to June 30, 2014) is \$99,841.00. The award amount for the remaining fiscal years is projected to be the same. Once the actual allocation is determined for those years (2014-2015 and 2015-2016), 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. 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 June (final) invoice for each state fiscal year funding period is due no later than July 15th. If the Provider fails to submit the final invoice and any delinquent invoices by July 15th, of the respective state fiscal year, all rights to payment are forfeited and the Council may not honor any requests submitted after the aforesaid time period.
- 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 or reduced at the discretion of 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 or reduced at the discretion of 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 the penalty is waived or reduced at the discretion of the Council.
 - 4) The Provider shall submit documentation of completed tasks/deliverables by the assigned due date, as required in Section B.1.a herein. Documentation of completed tasks/deliverables not received timely shall result in a three (3) percent invoice amount reduction for every late day thereafter, unless the penalty is waived or reduced at the discretion of the Council.
 - 5) Failure to notify the Council contract manager within 5 working days of any of the following shall result in a two (2) percent invoice penalty, unless the penalty is waived or reduced at the discretion of the Council:
 - a) subcontract-funded staff hired and/or terminated; or
 - b) replacement of the Provider's primary, secondary or SVDR point of contact for this subcontract and submission of a revised Provider Information form.

- 6) If any other 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 the penalty is waived or reduced at the discretion of the Council.
- 7) If the Provider does not respond to telephone calls or email messages within the timeframe indicated by the Council, a two (2) percent financial penalty shall be applied to the invoice amount for every late day thereafter, unless the penalty is waived or reduced, at the discretion of the Council.
- 8) Multiple penalties shall be added for a total amount to be reduced from an invoice amount.
- 9) 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 and include a description and justification in the budget narrative. 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 and respond timely as requested by the Council.

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 2013 Florida Legislative Session, 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 or the Florida Council Against Sexual Violence."

4. By August 1, 2013, 2014 and 2015, 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) IRS Form W-9; and 6) the Florida Department of Health Civil Rights Compliance Checklist, incorporated herein by reference.
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 (in accordance with FCASV's Certification Appeals Process) 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. This subcontract shall be terminated within 60 days of the Council being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.
7. **Subcontract Renewal.** This subcontract may be renewed on a yearly basis 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.

ATTACHMENT II

PROVIDER: Palm Beach County	SUBCONTRACT NUMBER: 13GR26
ADDRESS:	TYPE OF REQUEST: Regular _____ Final _____
TELEPHONE NUMBER:	MONTHLY RATE: July 2013 - June 2014: \$8,320.08 June 2014: \$8,320.12
SERVICE PERIOD:	

<p><u>SUMMARY OF PAYMENTS</u></p> <p>SFY 2013-2014 ALLOCATION: \$99,841.00</p> <p>FUNDS PREVIOUSLY REQUESTED: \$ _____</p> <p>AMOUNT OF THIS INVOICE: \$ _____</p> <p>BALANCE: \$ _____</p> <p>ACTUAL EXPENDITURES TO DATE: \$ _____</p> <p>(NOTE: ALL FUNDS <u>MUST</u> BE EXPENDED BY JUNE 30TH)</p> <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> <p>SIGNATURE OF PROVIDER AGENCY OFFICIAL _____ DATE _____</p> <p>TITLE _____ PHONE # _____</p>	<p><u>(FOR FCASV USE ONLY)</u></p> <p><u>PENALTIES</u></p> <p>MONTHLY RATE: \$ _____</p> <p>DESCRIPTION: _____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>TOTAL: \$ _____</p> <p><u>PAYMENT APPROVAL</u></p> <p>TOTAL APPROVED FOR PAYMENT BY FCASV: \$ _____</p> <p>SIGNATURE _____ DATE _____</p>
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ATTACHMENT III

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

AUDITS**PART I: FEDERALLY FUNDED**

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

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

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Council by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, 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 Council shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

Attachment # 5Page 19 of 24

A. The Council as follows:

Florida Council Against Sexual Violence
1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The Council, at its discretion, may revise audit submission requirements during the term of this subcontract and will advise the provider accordingly.

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 Council, at its discretion, may revise audit submission requirements during the term of this subcontract and will advise the provider accordingly.

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 Council, at its discretion, may revise audit submission requirements during the term of this subcontract and will advise the provider accordingly.

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

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

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

03/11

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

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Council, 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 Council, 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 Council.

End of Text

Attachment # 5

Page 21 of 24

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# 64.069 Title: Rape Crisis Centers

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.: \$99,841.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:Attachment # 5
Page 22 of 24

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 69I-5.006, FAC, provider has been determined to be:

- Vendor not subject to OMB Circular A-133 and/or Section 215.97, F.S.
X Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.
Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, 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:

Attachment # 5Page 23 of 24

03/11

Section 215.97, Fla. Stat.
Chapter 89I-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 of Health'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.

14 - 1055

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1 pages

BGEX - 662- 081214-621
BGRV - 662- 081412-1725

FUND 1426 - Public Safety Grant

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 8/12/2014	REMAINING BALANCE
Revenue								
1426-662-3230-3429	State Grnt Other Public Safety	180,672	46,134	46,983	0	93,117		
1426-662-3231-3429	State Grnt Other Public Safety	0	99,841	102,979		202,820		
1426-662-3235-3429	State Grnt Other Public Safety	20,964	25,460	10,344		35,804		
	Total Revenue and Balance	606,161	1,286,150	160,306	0	1,446,456		
Expense								
1426-662-3230-1201	Salaries & Wages	97,997	22,350	31,994		54,344	30169.15	24,175
1426-662-3230-2101	Fica-Taxes	6,500	1,797	1,984		3,781	1,884	1,897
1426-662-3230-2105	Fica Medicare	1,500	420	464		884	441	443
1426-662-3230-2201	Retirement Contributions-FRS	5,000	1,945	2,147		4,092	2172.09	1,920
1426-662-3230-2301	Insurance-Life & Health	17,000	5,784	5,336		11,120	5,440	5,680
1426-662-3230-3401	Other contractual Services	44,252	18,093	3,366		21,459	2,250	19,209
1426-662-3230-4007	Travel-Mileage	1	1	852		853	822	31
1426-662-3230-4104	Comm/Commercial-Toll	1	1	760		761	526	235
1426-662-3230-4101	Communication Services	1	1	80		81	44	37
1426-662-3231-1201	Salaries & Wages	0	23,214	71,339		94,553	30,169	64,384
1426-662-3231-1501	Wages-Special-No FRS Contrib	0	880	810		1,690	240	1,450
1426-662-3231-2101	Fica-Taxes	0	1,479	4,482		5,961	1,620	4,341
1426-662-3231-2105	Fica Medicare	0	346	1,048		1,394	379	1,015
1426-662-3231-2201	Retirement Contributions-FRS	0	1,633	5,000		6,633	1,833	4,800
1426-662-3231-2301	Insurance-Life & Health	0	3,199	20,300		23,499	4,798	18,701
1426-662-3235-1201	Salaries & Wages	20,960	16,028	7,881		23,909	5,889	18,020
1426-662-3235-2101	Fica-Taxes	0	1	492		493	348	145
1426-662-3235-2105	Fica Medicare	0	1	115		116	81	35
1426-662-3235-2201	Retirement Contributions-FRS	0	1	522		523	408	115
1426-662-3235-2301	Insurance-Life & Health	0	1	1,334		1,335	1,090	245
	Total Appropriation and Expenditures	606,161	1,286,150	160,306	0	1,446,456		

Attachment # 6

MEDICAL EXAMINER

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

AM
8/19/14

Signatures

Date

V. Benavento 8/12/14
Susan Blum 8/19/14

By Board of County Commissioners

At Meeting of

9/9/2014

Deputy Clerk to the

Board of County Commissioners