

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Personal Costs	172,750				
Capital Expenditures					
Operating Costs					
External Revenues	(172,750)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>				
# ADDITIONAL FTE					
POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account Exp No: Fund 1426 Department 662 Unit 3230/3231/3235 Object varies

Rev No: Fund 1426 Department 662 Unit 3230/3231/3235 RevSc 3429

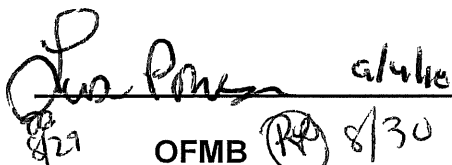
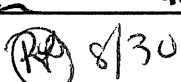

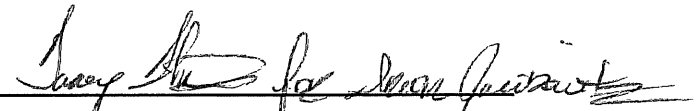
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Grant: FCASV (Sexual Assault) Program
 Fund: 1426 – Public Safety Grant
 Unit: 3230 – Sexual Assault Violence Grant – RCP
 3231 – GR – Sexual Assault Recovery Services
 3235 – Sexual Assault Violence Grant – OAG

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

 9/4/18
 OFMB  8/30
 8/22

 Contract Administration
 9/10/18

B. Legal Sufficiency:

 9/10/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AMENDMENT 3

This Amendment, entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the "Council" and Palm Beach County Board of County Commissioners hereinafter referred to as the "Provider," amends subcontract number 16TFGR26.

This subcontract is being amended to define tasks and deliverables for the period July 1, 2018 - June 30, 2019. Accordingly, the subcontract is amended as follows:

70. Standard Subcontract, Section II, paragraph A. is revised to identify the following award amount from the beginning of the contract term through June 30, 2019: \$463,460.00.

71. Attachments I and III are deleted entirely and replaced as attached hereto.

72. Attachment II, Exhibit 1 is deleted entirely and replaced as attached hereto.

This amendment shall begin on July 1, 2018 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 16-page amendment to be executed by their officials thereunto duly authorized.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE

BY: Stephante Seinohe

BY: Jennifer L. Dritt

NAME: Stephante Seinohe

NAME: Jennifer L. Dritt, LCSW

TITLE: Director Public Safety

TITLE: Executive Director

DATE: 6/18/18

DATE: 6/20/18

APPROVED AS TO TERMS AND CONDITIONS

APPROVED AS TO TERMS AND CONDITIONS

Michelle Bishop
Signature

[Signature]
Signature

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PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE

BY: _____

BY: _____

NAME: _____

NAME: Jennifer L. Dritt, LCSW

TITLE: _____

TITLE: Executive Director

DATE: _____

DATE: _____

ATTACHMENT I

A. Services to Be Provided.

1. Definitions of Terms.

- a. **Contract Manager:** An individual designated by the Council to be responsible for the management of this subcontract.
- b. **Core Services:** Required sexual assault victim services and related activities to be performed by Council-certified sexual assault programs. The nine (9) core services are: 1) 24-hour helpline, 2) information and referral, 3) crisis intervention, 4) advocacy, 5) accompaniment, 6) community awareness, 7) system coordination, 8) support groups/personal growth groups and 9) therapy.
- c. **Enhanced Services:** Non-required sexual assault victim services, approved by the Council.
- d. **GR:** General Revenue funds issued through the Florida Council.
- e. **Primary Victim:** Any person who has been the victim of any sexual assault.
- f. **Quarter:** A three-month period of the State's fiscal year, which begins on July 1. The quarters for this subcontract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).
- g. **Rape Crisis Program Trust Fund (RCPTF) (abbreviated as TF):** A trust fund created within the Department of Health and authorized under Section 794.056, Florida Statutes, for the purpose of providing funds for rape crisis centers in Florida. Trust fund money must be used exclusively for the purpose of providing services for victims of sexual assault.
- h. **Secondary Victim:** Any individual impacted by a primary victim's sexual assault.
- i. **Sexual Violence Data Registry (SVDR):** An internet-based data system for the reporting of sexual assault victim services. The SVDR accepts no personal identifiers, therefore ensuring anonymity of victims. The data registry URL address is:
<https://apps.floridahealth.gov/SVR/pages/main1.aspx>
- j. **Track-It!:** Online electronic document management system for providers to utilize in the submission of reports and other documents to the Council. The Track-It! URL is:
<https://trackit.fcasv.org:9001/TrackItWeb/SelfService>

B. General Description.

1. Overview.

- a. **General Statement.** Funds provided under this subcontract shall be used to support and provide sexual assault recovery services to primary and secondary victims, for the duration of the subcontract period. In addition, funds may be used to increase awareness of the sexual assault victim services offered by the provider including the helpline and service locations. Services shall be conducted in accordance with Council Core and Enhanced Service Standards. Organizational Management Standards shall also be applied by the Provider for the duration of the subcontract period. Prevention education activities may not be funded.

- b. Major Program Goal: The goal of this subcontract is to increase and enhance services to primary and secondary victims of sexual assault.
- c. Authority: Ch. 2016-066, § 3, at 466, Laws of Fla.; and sections 794.055 and 794.056, Florida Statutes.

2. Clients to Be Served.

- a. General Description. All victims of sexual assault may be provided services.
- b. Client Eligibility. Eligibility extends to any individual that has been the victim of sexual assault (primary and/or secondary victims). The primary presenting reason for an individual to receive services supported under this subcontract must be related to sexual assault. Domestic violence or other trauma-related services may not be supported with subcontract funds. However, if an individual presents as a victim of domestic violence or other trauma, but is also a victim of sexual assault, related sexual assault-specific victim services may be supported under this subcontract.
- c. Client Determinations. The Provider shall not deny services to any person on account of race, religion, national origin, sex, age, disability, gender identity, sexual orientation, gender identity, citizenship, marital status, language spoken, and immigration status. 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 C.1.a., herein.

C. Manner of Service Provision.

- 1. **Scope of Work.** The Provider shall ensure that sexual assault recovery services (as described in Attachment I, Section C.1.a.) are provided to its certified service areas throughout the subcontract period. All other activities shall support enhanced service delivery.
 - a. Tasks. The Provider will perform the following tasks throughout the term of the subcontract unless otherwise specified:
 - 1) Services.
 - a) The Provider shall provide the following nine (9) core services in accordance with the Council's service standards: 1) 24-hour helpline, 2) information and referral, 3) crisis intervention, 4) advocacy, 5) accompaniment, 6) community awareness, 7) system coordination, 8) support groups/personal growth groups and 9) therapy. Services shall be provided to both reporting and non-reporting primary and secondary victims of sexual assault and may include enhanced services recognized by the Council.
 - b) Sexual assault recovery services shall be documented in case notes and maintained in client files in date order. In accordance with the Council's Guidelines for Documenting Sexual Violence Services in Client Files, incorporated herein by reference and maintained on the Council's website, case notes shall clearly indicate the services provided and how each was related to the sexual violence victimization. Each unit of service provided (information and referral, crisis intervention, advocacy, etc.) may only be assigned and reported to one funding source; this includes reporting a service for match. A unit of service (counted as a singular

event; irrespective of amount of time dedicated) may only be reported as an unduplicated count to a single funding source.

- 2) Monthly Sexual Violence Data Registry (SVDR) Data.
 - a) The Provider shall document all primary and secondary sexual assault victims served and the services provided with funds from this subcontract in the SVDR, by the 10th of the month following the month in which services were provided. If that day falls on a weekend or holiday, the data must be entered by the last business day previous to the 10th.
 - b) All helpline calls shall be entered as aggregate counts for each of the following: 1) number of primary victim calls, 2) number of secondary victim calls, and 3) number of all other calls. Helpline calls are not distinguished by funding source.
 - c) If no services were provided in any given month, the Provider shall submit an explanation to the contract manager by the 10th of the month following the month in which services were to be provided (or at the time the SVDR data is entered; whichever comes first).
- 3) Helpline monitoring and quality assurance.
 - a) The Provider shall participate in annual helpline training and monitoring conducted by the Council.
 - i) If deficiencies on the monitoring report warrant a written response, the Provider agrees to submit a Quality Assurance Action Plan (QAAP) to the Council detailing steps to correct the poor rating and the dates to achieve those steps. The QAAP shall be submitted to the Council for approval within fifteen (15) days of the deficiency notification date.
 - ii.) The Provider agrees to participate in technical assistance offered by the Council.
- 4) The Provider agrees to complete an annual survey, provided by the Council, to address enhanced service delivery, ways the Council may provide assistance, and future statewide initiatives.
- 5) SART participation.
 - a) In each county served, the Provider shall participate in or coordinate a Sexual Assault Response Team (SART) that meets at least quarterly and includes, at a minimum, representatives from law enforcement agencies, the state attorney's office, the local forensic exam facility (if applicable) and acute care hospitals. SARTs may be multicounty if they meaningfully address the collaborative response to sexual assault in each county and representatives from each county attend regularly.
 - b) In each county served, the Provider shall meet with representatives from any of the following that do not attend a quarterly SART meeting to discuss sexual assault system coordination. System coordination visits must be conducted with people who have authority to make improvements to their agency's response to sexual assault survivors. Leaving brochures with a receptionist or talking with an administrative assistant does not fulfill this requirement.
 - Sheriff's office;
 - At least one of the three police departments where the highest numbers of forcible rapes occurred within the county;
 - Two major acute care hospitals; and
 - The state attorney's office in each county served.

- i) For purposes of this requirement, the number of forcible rapes per county is that listed in the Florida Department of Law Enforcement's Annual Uniform Crime Reports under County and Municipal Offense Data for the previous calendar year (i.e., for 2018-2019 contract period, reference the 2017 data): <http://www.fdle.state.fl.us/FSAC/UCR-Reports.aspx>.
- c) Acute care hospitals can be found on the Florida Hospital Association's statewide directory at: <http://www.fha.org/reports-and-resources/hospital-directory.aspx>. In counties with fewer than two acute care hospitals, SART representation by, or visits with, county health departments or other health care facilities/providers will fulfill the requirement.
- d) Identification of law enforcement agencies and hospitals. By August 1, annually, the Provider shall submit to the Council via Track-It! a copy of the FDLE County and Municipal Offense Data sheet for the previous calendar year (i.e., for 2018-2019 contract period, provide the 2017 report) for each county served, identifying the three police departments receiving the highest number of forcible rape reports.
- 6) The Provider shall conduct at least six (6) in-person outreach activities per quarter per county, for a total of 24 in-person outreach activities per county for each contract year.
- a) A minimum of one (1) activity per quarter must take place at a local community sponsored event, such as a health fair or community festival.
- b) A minimum of one (1) activity per quarter must focus on those attending colleges, universities and/or technical colleges.
- c) A minimum of one (1) activity per quarter must focus on outreach to or collaboration with an agency, organization, business or religious group representing or advocating for an underserved or marginalized population (for example, a senior center, an assisted living facility, a homeless shelter, a predominantly African-American church, a mosque, a farmworker organization, etc.).
- d) All activities must be sexual assault specific and highlight the Provider's sexual assault program services.
- e) Examples of what counts as a sexual assault specific outreach activity:
 - Visiting a doctor's office, speaking with medical personnel about sexual assault services and asking that they refer clients to the Provider.
 - 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.
 - Speaking at a sexual assault training for law enforcement officers or other allied professionals.
- f) Example of what *does not* count as an outreach activity:
 - SART meetings, system coordination visits, and conversations with individual members of the public.
- 7) The Provider shall submit screenshots of six (6) sexual assault specific social media or website posts per quarter.

- 8) The Provider shall maintain an office to meet with clients in each county it serves. The office must be at a location the Provider always has access to during business hours.
 - a) The offices for the sexual assault program must be situated in non-confidential locations with an address that is listed on the agency website, social media and in informational materials.
 - b) If the Provider changes the sexual assault program office location, it must provide the Council via Track-It! with the name of the entity leasing/donating the space, contact person and phone number or proof of mortgage or ownership and a screenshot of the address on the website and social media within thirty (30) days of the move.
 - 9) During each July to June period of the subcontract term, the Provider shall ensure that any ACT supervisor, who has not previously attended, will participate in a live ACT train-the-trainer webinar for ACT supervisors.
 - 10) During each July to June period of the subcontract term, the Provider shall ensure that at least one sexual assault program staff member (ideally non-leadership level) attend an advocate meeting coordinated by the Council.
 - 11) The Provider's executive director/chief executive officer, or substitute preapproved by the Council, must attend the annual leadership summit conducted by the Council. The Council will provide additional information regarding what travel costs will be covered.
- b. Task Limits.
- 1) All tasks shall be provided within the State of Florida.
 - 2) The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.
 - 3) Sexual assault victims shall not be charged for services rendered.
 - 4) The Provider agrees that funds under this subcontract will not be used to conduct public awareness or community education campaigns or related activities. Contract funds may be used to support, inform, or educate sexual assault victims about available services.
- 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 all work products.
 - 1) The Provider shall submit job descriptions, resumes and any other credentials for all staff funded under this subcontract to the contract manager.
 - 2) The Provider shall require all staff funded under this subcontract to maintain timesheets signed by each individual and their supervisor to account for their time.

- 3) The Provider shall notify the Council contract manager in writing within five (5) working days of hiring and/or terminating staff funded under this subcontract. Notifying other individuals at the Council does not meet this requirement. For new hires, notification shall include a resume and job description (if not previously provided). The contract manager should be contacted to determine if a budget revision is necessary. Reference the applicable subcontract numbers in the subject line of all emails.
- 4) If any information on the Provider Contact Information Form changes, the Provider shall submit a revised form within five (5) working days of the change to the contract manager. This includes the primary or secondary point of contact.
- 5) The Provider shall notify the Council one week *prior* to a change of address and submit a revised Provider Contact Information Form within five (5) working days.
- 6) The Provider shall designate a leadership position of sexual assault program director, manager, or coordinator funded at 100 percent for sexual assault, regardless of funding source. The Provider shall identify the name, title, and job description for that individual and attest that one-hundred percent (100 percent) of their time will be devoted to sexual assault services and/or related sexual assault program activities during the subcontract period. In circumstances where job duties requiring supervision of staff that spend some of their time on non-sexual assault program duties, the Council may approve funding at 75 percent FTE for sexual assault. In this case, the agency must demonstrate that the position's primary responsibility is sexual violence leadership and a minimum of three-quarters of the person's time is spent on direct services, outreach, system coordination or supervision directly related to sexual assault. Other exceptions to the requirement may be considered; determinations will be made based in part on the hardship and whether the provider's Quarterly Sexual Assault Program Activity Report (QSAPAR) service numbers meet or exceed the average of those for programs serving similar sized populations.
- 7) The Provider shall assign at least twenty-five percent (25 percent) FTE to any TF- or GR-funded position to provide sexual assault victim services and/or related activities during the subcontract period.
- 8) Direct service staff funded in part or in full through the Council must have one-hundred (100) percent of their time designated to sexual assault service provision, regardless of funding source. The Council may approve sexual assault program positions to be funded at seventy-five (75) percent FTE; determinations will be made based in part on hardship and whether the provider's QSAPAR service numbers meet or exceed the average of those programs serving similar sized populations. Exceptions to the requirement include on-call advocates and helpline staff. The focus of personnel funding should be devoted to providing sexual assault services.
- 9) If operating a sexual assault-only helpline (a helpline that is exclusively advertised and operated for sexual assault assistance), associated costs are allowable.
- 10) If operating a multi-service helpline where twenty-five (25) percent or fewer of the calls are specific to sexual assault:
 - a) Non-personnel expenses (e.g., equipment, phone line) may be covered equal to the percentage of sexual assault calls received, averaged from previous June 1 through May 31 period.

b) The only helpline personnel costs that may be covered by funds under this subcontract are those associated with sexual assault training time (Advocacy Core Training plus eight (8) hours of annual ongoing training).

- 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/or the Council, and experience necessary to successfully carry out their duties.
- c. Subcontractors. The Provider may, *only* with prior written approval of the Council, enter into written subcontracts for performance under this subcontract. No subcontract agreement that the Provider enters into with respect to performance under this subcontract shall in any way relieve the Provider of any responsibility for performance of its subcontract responsibilities with the Council. Any subcontract issued by the Provider must align with subcontract requirements identified herein.

3. Service Location and Equipment.

- a. Service Delivery Locations. The Provider shall provide services from its established Florida-based office(s) or other off-site location(s) approved by the Council.
- b. Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant. 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. The Provider's physical environment must provide for the comfort and dignity of its clients. The Provider shall maintain offices conducive to service provision in a private, confidential manner.
- d. Service Times. The Provider's office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding state-sanctioned holidays.

4. Deliverables.

- a. Deliverables. See Attachment I, Section C.1.a.
- b. Reports. The mere receipt of reports by the Council shall not be construed to mean or imply approval. Although submitted by the due date, incomplete reports will not be considered received. If not rectified by the due date, late penalties will be applied. 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 and/or corrected. See Attachment I, Section E. for additional submission requirements. Deliverable deadlines may be extended upon written request of and approval by the Council contract manager. Reports shall be uploaded to the web version of Track-It! document management system with the subcontract number indicated in the notes section, unless otherwise advised. The Provider shall timely submit the following reports to the Council:

- 1) Quarterly Expenditure Report (QER). The Provider shall submit a completed QER 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 fifteen (15) percent 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, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.
 - a) At the time of each QER submission, the Provider shall also provide the minutes of any Board of Directors meetings held during the previous quarter.
 - 2) Quarterly Sexual Assault Program Activity Report (QSAPAR). The Provider shall complete the electronic Quarterly 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 C.1.a. of this subcontract. The report will cover:
 - a) Outreach. Identify outreach activities conducted in accordance with Section C.1.a., herein.
 - b) SART Participation and System Coordination Visits.
 - i) Identify Sexual Assault Response Team (SART) meetings held during the quarter in accordance with Section C.1.a herein. The Provider shall attach SART meeting sign-in sheets and minutes listing attendees to the report, in accordance with Section C.1.a., herein; *OR*
 - ii) Identify system coordination efforts in accordance with Section C.1.a herein.
 - c) Social Media/Web Posts. Attach screenshots of six (6) sexual assault specific social media or website posts in accordance with Section C.1.a., herein.
 - d) Services by County. Identify service counts and related county information for new and ongoing victims in accordance with Section C.1.a., herein.
 - 3) Projected Contract Expense Report. Beginning in January of the contract year, the Provider shall submit monthly a completed Projected Contract Expense Report form, incorporated herein by reference, to the Contract Manager. The report shall be due by the 15th day of the month following the month in which the most recent expenses were incurred. The first report shall be due on February 15th to include expenses incurred through January of the contract year. This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.
 - 4) 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. The report shall identify total expenditures, specific to this and only this subcontract, for the preceding subcontract year. Any remaining funds will be deducted from the final invoice payment. The Provider will be contacted by the contract manager if that deduction is insufficient to cover the remaining funds total. The balance must be remitted to the Council by July 30.
 - 5) 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, and promises to defend the Council against the same at its expense.
- 2) The Provider shall, at its own cost, provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential data in accordance with s. 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also, at its own cost, implement measures deemed appropriate by the Council to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.
- 3) The Provider shall maintain all records required to be maintained pursuant to the subcontract in such a manner as to be accessible by the Council upon demand. Where permitted under applicable law, access by the public shall be permitted without delay. See Standard Subcontract, I. D. Audits, Records and Records Retention.

5. Performance Specifications.

a. 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 (6) 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 onsite 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 C.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. **Legal Actions.** The Provider shall notify the Council of any legal actions or civil rights complaints filed against them related to the services provided through this subcontract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Council. The Council's contract manager will be notified within ten (10) calendar days of the Provider becoming aware of such actions or complaints or from the day of the legal filing, whichever comes first.

- c. Contact Information. The Provider shall submit a Provider Contact Information Form to the Council contract manager for execution of this subcontract. Contact information changes must be documented on a revised Provider Contact Information Form and submitted to the Council contract manager within five (5) working days of occurrence. Notifying other individuals at the Council does not meet this requirement. Staff contacts identified by the Provider on the Provider Contact Information Form shall be accessible via e-mail throughout the subcontract period and respond timely to Council contract manager communications. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number(s) applicable to the correspondence. **Reference subcontract numbers in the subject line of all emails.**
- d. The Provider shall comply with all of its own internal, agency-specific policies and procedures if they are more restrictive than what is required under this subcontract, including but not limited to: 1) financial management, 2) personnel, 3) board of directors' roles and responsibilities, 4) operations, 5) conflict of interest and 6) document retention.
- e. 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. Local mileage must be maintained on either a mileage log or the state voucher form to document per trip the destination (i.e., the person/organization if not a victim), number of miles traveled, the purpose of travel and how it relates to sexual assault activities, and date of travel along with the name of the person to be reimbursed. Travel logs are to be submitted with quarterly expenditure reports.

7. Council Responsibilities.

- a. Council Obligations. The Council will provide technical support and assistance to the Provider to increase its capacity to offer victims/survivors of sexual assault the highest quality of services.
- b. Council Determinations. The Council has final authority in monitoring, reporting and payment disputes.

D. Method of Payment.

1. Payment.

- a. The TF award amount for the period of July 1, 2018 through June 30, 2019 is **\$54,212.00**. The GR award amount for the period July 1, 2018 through June 30, 2019 is **\$98,782.00**.
- 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 herein, 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 III). The Provider may ONLY use the current invoice form provided by the Council. Alternate versions will not be accepted and may delay payment to the next pay period.
- d. All invoices shall be submitted to the Council contract manager by the 10th of each month following the month of service. If this subcontract is not executed timely, the first invoice submitted by the Provider may include a request for payments assigned to the previous month(s) during the subcontract period.

- e. 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. This includes any necessary adjustments have been requested and approved by the Council. It is agreed that the Council's determination of acceptable service shall be conclusive.
- f. The Provider agrees to refund to the Council any payments made by the Council which are subsequently disallowed or unused, pursuant to the terms of this subcontract. Such refunds shall be due within thirty (30) days following the end of the subcontract period or from the time an overpayment is discovered, whichever is earlier.
- g. **The provider will make every effort to spend all funds by the end of the subcontract year.** When unavoidable, the amount of remaining funds will be confirmed by the contract manager based on a review of the Provider's Annual Financial Report. The amount of remaining funds will be deducted from the final invoice payment. If the deducted amount is insufficient to cover total remaining funds the Provider will be notified by the contract manager of the balance to remit, which shall be due to the Council by July 30.
- h. Financial Consequences. The following financial consequences shall be imposed unless the penalty is waived or reduced, at the discretion of the Council.
- 1) Invoices not received by the due date shall result in a two (2) percent invoice amount reduction for every late day thereafter.
 - 2) Late submission of reports, and any other deliverables required under this subcontract that are not specifically assigned financial penalties, shall result in a two (2) percent invoice amount reduction for every day after the due date; unless the penalty is waived or reduced at the discretion of the Council. **Reports must be accurate and complete to be considered received.**
 - 3) Data registry entries not fully and accurately completed by the due date shall result in a five (5) percent invoice amount reduction for every late day thereafter.
 - 4) Non-completion of any SART or system coordination requirements identified in Attachment I, Section C.1.a., herein, shall result in a three (3) percent reduction in the monthly invoice payment. Penalties for multiple activities not achieved shall be added together.
 - 5) Non-participation in annual helpline training and/or monitoring shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period.
 - 6) Non-participation in the live Council ACT train-the-trainer webinar shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period; unless the penalty is waived or reduced at the discretion of the Council.
 - 7) Non-participation in an advocate meeting coordinated by the Council shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period; unless the penalty is waived or reduced at the discretion of the Council.
 - 8) Failure to submit a completed annual survey provided by the Council as specified shall result in a \$25 reduction in the monthly invoice payment for that period.
 - 9) Absence from the annual leadership summit without prior Council approval shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period; unless the penalty is

waived or reduced at the discretion of the Council. Any absence or substitution shall be communicated to the Council at least five (5) working days prior to the Summit.

- 10) Failure to notify the Council contract manager in writing within five (5) working days of any of the following shall result in a two (2) percent invoice penalty for every late day thereafter. Notification shall include submission of a revised Provider Contact Information form, as appropriate.
 - a) Subcontract-funded staff hired and/or terminated.
 - b) Changes to any information on the Provider Contact Information form (to include replacement of the Provider's primary, or secondary point of contact for this subcontract).
 - c) One week prior notification of change of address.
- 11) Multiple penalties shall be added for a total amount to be deducted from an invoice.
- 12) 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).

E. Submission Schedule.

1. If the due date for a report, invoice or other item falls on a weekend or holiday, it shall be due on the last business day previous to the due date. The due date is the date that the report must be received by the Council.
2. All reports, invoices, or other items identified herein shall be submitted electronically to the Council via the online Track-It! document management system, unless otherwise approved by the contract manager. When submitting documents through Track-It!, the Provider will provide the subcontract number in the notes section and select the correct document type which determines the destination of the submission. The work order purpose never changes and always says "This Work Order is for Submitting Required Documentation." The Track-It! URL is:
<https://trackit.fcasv.org:9001/TrackItWeb/SelfService>

F. Special Provisions.

1. Cost proposals.

- a. All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Council. No costs may be incurred without prior approval of budget line items by the Council contract manager. 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.
- b. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation.
- c. In accordance with the following guidance, any required formal budget revision shall include any previous revisions not appearing in the current budget. New line items included in budget revisions, if approved, shall be effective as of the submission date.

- 1) A formal budget amendment *is not required* when any of the following occur. However, written notification to the contract manager must be provided within the applicable timeframe required in this subcontract.
 - A less than ten (10) percent variance from any current budget category total.
 - No significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is filled within a ninety (90)-day period.
 - 2) A budget amendment *is required* along with a written justification when any of the following occur.
 - A 10% variance from any current budget category total.
 - A significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is not filled within a 90-day period.
 - A change in the funded program director.
 - When multiple minor changes have been made (see a) above), a budget revision may be required.
- d. Prior approval shall be obtained from the Council contract manager for any travel and/or training not specifically identified and approved in the current cost proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval. Attending staff should appear in the salary portion of the budget or they must be approved by the contract manager. Allow seven (7) business days for an approval.
- e. The Provider shall ensure all activities related to printing/advertising/ promotional item costs are proofed and approved by December 31; with the exception of activities and costs related to Sexual Assault Awareness Month (SAAM). Printing/advertising/ promotional items are to be distributed during the subcontract year, not purchased at the end of the year for another contract period.
- 1) The Provider shall ensure all SAAM event printing/advertising/brochures/ promotional items are proofed and approved no later than February 28.
 - 2) No cost proposal revisions related to SAAM will be accepted after February 28.
- f. The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the subcontract period.
- g. Cost proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Council contract manager.
2. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and email throughout the subcontract period and respond timely to requests by the Council. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number(s) applicable. Reference subcontract numbers in the subject line of all emails.
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 20 days prior to public release. Any publications, media or program advertisements shall contain the following statement:

If funded by the Rape Crisis Program Trust Fund:

"This publication was made possible by the Rape Crisis 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."

If funded by (DOH) General Revenue funds:

"This publication was made possible by General Revenue funds 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."

If funded by the Rape Crisis Program Trust Fund and (DOH) General Revenue:

"This publication was made possible by the Rape Crisis Trust Fund and General Revenue funds 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. If an audit is performed, although not required by Attachment II, herein, 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 forty-five (45) days after delivery of the audit report, but no later than six (6) months after the Provider's fiscal year end. The Provider shall notify the Council contract manager, in writing, of the date the audit was approved by its Board of Directors.
5. If the Provider's certification status is revoked and all appeals (in accordance with FCASV's Certification Appeals Process) have been denied, this subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more, but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.
6. 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. **Whistleblower's Act.** In accordance with subsection 112.3187(2), F.S., the Provider and any approved subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that create substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.
8. **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.

EXHIBIT – 1

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

Federal Program 1	N/A	CFDA#	Title	\$	
Federal Program 2	N/A	CFDA#	Title	\$	
TOTAL FEDERAL AWARDS				\$	<u> </u>

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:

CSFA# 64.061	Title Rape Crisis Program Trust Fund – Sexual Battery Victims’ Access to Services Act	\$167,114.00
CSFA# 64.069	Title: Rape Crisis Centers	\$296,346.00
TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.:		<u>\$463,460.00</u>
Financial assistance <u>not subject</u> to Sec. 215.97, F.S. or 2 CFR Part §200.40:		\$ <u> </u>

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

FL Dept. of Financial Services, Reference Guide for State Expenditures

Matching and Maintenance of Effort *

Matching resources for federal program(s):

Program: N/A CFDA# Title \$

Maintenance of Effort (MOE):

Program: N/A CFDA# Title \$

*Matching Resources, MOE, and Financial Assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.306 amounts should not be included by the Provider when computing the threshold for single audit requirements totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and Financial Assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.306 is not considered State/Federal Assistance.

Attachment III

Provider: Palm Beach County Victim Services		Subcontractor Number: 16TFGR26	
Address: 20 S. Military Trail, West Palm Beach, FL 33415		Telephone Number:	
Service Period (check one)		TF Monthly Rate	GR Monthly Rate
Jul-18 <input type="checkbox"/>	Nov-18 <input type="checkbox"/>	Mar-19 <input type="checkbox"/>	
Aug-18 <input type="checkbox"/>	Dec-18 <input type="checkbox"/>	Apr-19 <input type="checkbox"/>	
Sept-18 <input type="checkbox"/>	Jan-19 <input type="checkbox"/>	May-19 <input type="checkbox"/>	
Oct-18 <input type="checkbox"/>	Feb-19 <input type="checkbox"/>	June-19 <input type="checkbox"/>	
		July 2018 – May 2019 \$4,517.00	July 2018 – May 2019 \$8,231.00
		June 2019 \$4,525.00	June 2019 \$8,241.00
Summary of Payments		(FOR FCASV USE ONLY)	
	TF	GR	
SFY 2018-19 Allocation:	\$54,212.00	\$98,782.00	
Amount of this invoice:	\$	\$	
Actual Expenditures to Date	\$	\$	
<p>Actual Expenditures to Date (AED) should equal the amount expended through the period checked above. End of quarter invoice AED amount should equal total indicated on the Quarterly Expenditure Report per fund.</p> <p align="center">(NOTE: ALL FUNDS MUST BE ENCUMBERED BY June 30th.)</p> <p>I certify that the above report is a true and correct reflection of this period's activities, as stipulated in this contract.</p>			<p>July 2018-May 2019 combined Monthly Total: \$12,748.00</p> <p>June 2019 combined total: \$12,766.00</p> <p align="center">Penalties:</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p align="right">Total: \$ _____</p>
	TF	GR	
Invoice Request	\$	\$	
Less Penalty	\$	\$	
Amount Approved	\$	\$	
Signature of Provider Agency Official		Date	
Print Name and Title		Phone #	
		Total Approved For Payment By The Council: \$ _____	
		Signature	Date

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

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

Palm Beach Co. Victim Services
20 S. Military Trail
West Palm Beach, FL 33415

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

Contact Person: Ngoc Chau
Address: 4210 North Australian Ave.
City, State Zip: West Palm Beach, FL 33407

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

Becky Mouring
1820 East Park Avenue, Suite 100
Tallahassee, FL 32301
(850) 297-2000 ext. 121

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

Administrative Contact: Holly DiBenedetto, MPA
Address: 4210 North Australian Ave.
City, State Zip: West Palm Beach, FL 33407
Phone: 561-625-2568

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, Attachments 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 twenty-four (24) page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: Palm Beach Co. Victim Services

Florida Council Against Sexual Violence

SIGNED BY: Stephanie Sejnroha
NAME: Stephanie Sejnroha
TITLE: Director Public Safety
DATE: 6/22/18

SIGNED BY: Jennifer L. Dritt
NAME: JENNIFER L. DRITT, LCSW
TITLE: EXECUTIVE DIRECTOR
DATE: 6/20/18

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By Niaque Bishop
Division Director

RECEIVED JUN 25 2018

CFSA No. 41.010

**FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE
STANDARD SUBCONTRACT**

Client Non-Client

THIS CONTRACT is entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the *Council*, and Palm Beach Co. Victim Services hereinafter referred to as the *Provider*. The number assigned to this subcontract is 18OAG26

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. 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).
 - g. If the Provider is determined to be a sub-recipient 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 sub-recipient, 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, F.S. 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 \$19,756.00 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, 2018 or the date upon which the contract between the Council and the Florida Office of the Attorney General for general revenue funding is executed, whichever is later, and shall be retroactive to that date if executed thereafter. It shall end on June 30, 2019.

B. Termination

1. Termination at Will
This subcontract may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. Termination Because of Lack of Funds
In the event funds to finance this subcontract become unavailable, the Council may terminate the subcontract upon no less than *twenty-four (24) hours* notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Council shall be the final authority as to the availability and adequacy of funds. In the event of termination of this subcontract, the Provider will be compensated for any work satisfactorily completed prior to notification of termination.
3. Termination for Breach
This subcontract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours notice in writing to the Provider. If applicable, the Council may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this subcontract. The provisions herein do not limit the Council's right to remedies at law or in equity.
4. Termination for Failure to Satisfactorily Perform Prior Agreement
Failure to have performed any contractual obligations with the Council in a manner satisfactory to the Council will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Council, been notified by the Council of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Council; or (2) had a contract terminated by the Council for cause.

C. Renegotiation or Modification

Modifications of provisions of this subcontract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

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

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

Palm Beach Co. Victim Services
20 S. Military Trail
West Palm Beach, FL 33415

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

Contact Person: Ngoc Chau
Address: 4210 North Australian Ave.
City, State Zip: West Palm Beach, FL 33407

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

Becky Mouring
1820 East Park Avenue, Suite 100
Tallahassee, FL 32301
(850) 297-2000 ext. 121

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

Administrative Contact: Holly DiBenedetto, MPA
Address: 4210 North Australian Ave.
City, State Zip: West Palm Beach, FL 33407
Phone: 561-625-2568

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, Attachments 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 twenty-four (24) page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: Palm Beach Co. Victim Services

Florida Council Against Sexual Violence

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: JENNIFER L. DRITT, LCSW

TITLE: _____

TITLE: EXECUTIVE DIRECTOR

DATE: _____

DATE: _____

ATTACHMENT I

A. Services To Be Provided

1. Definitions of Terms

- a. **Contract Manager:** An individual designated by the Council to be responsible for the management of this subcontract.
- b. **Enhanced Services:** Non-required sexual assault victim services, approved by the Council.
- c. **OAG funds:** General Revenue funds issued from the Office of the Attorney General through the Florida Council Against Sexual Violence.
- d. **Primary Victim:** Any person who has been the victim of any sexual assault.
- e. **Quarter:** A three-month period of the State's fiscal year, which begins on July 1. The quarters for this subcontract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).
- f. **Secondary Victim:** Any individual impacted by a primary victim's sexual assault.
- g. **Sexual Violence Data Registry (SVDR):** An internet-based data system for the reporting of sexual assault victim services. The SVDR accepts no personal identifiers, therefore ensuring anonymity of victims. The data registry URL address is:
<https://apps.floridahealth.gov/SVR/pages/main1.aspx>
- h. **Track-It!:** Online electronic document management system for providers to utilize in the submission of reports and other documents to the Council. The Track-It! URL is:
<https://trackit.fcasv.org:9001/TrackItWeb/SelfService>

B. General Description.

1. **General Statement.** Funds provided under this subcontract shall be used to support and provide sexual assault recovery services to primary and secondary victims, for the duration of the subcontract period. In addition, funds may be used to increase awareness of the sexual assault victim services offered by the provider including the helpline and service locations. Services shall be conducted in accordance with Council Core and Enhanced Service Standards. Organizational Management Standards shall also be applied by the Provider for the duration of the subcontract period. Prevention education activities may not be funded.
2. **Major Program Goal.** The goal of this subcontract is to increase and enhance services to primary and secondary victims of sexual assault.
3. **Clients to be Served.**
 - a. **General Description.** All victims of sexual assault may be provided services.
 - b. **Client Eligibility.** Eligibility extends to any individual that has been the victim of sexual assault (primary and/or secondary victims). The primary presenting reason for an individual to receive services supported under this subcontract must be related to sexual

assault. Domestic violence or other trauma-related services may not be supported with subcontract funds. However, if an individual presents as a victim of domestic violence or other trauma, but is also a victim of sexual assault, related sexual assault-specific victim services may be supported under this subcontract.

- c. Client Determinations. The Provider shall not deny services to any person on account of race, religion, national origin, sex, age, disability, gender identity, sexual orientation, gender identity, citizenship, marital status, language spoken, and immigration status. 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 C.1.a., herein.

C. Manner of Service Provision.

1. Scope of Work. The Provider shall ensure that sexual assault recovery services (as described in Attachment I, Section C.1.a.) are provided to its certified service areas throughout the subcontract period. All other activities shall support enhanced service delivery.
 - a. Tasks: The Provider will perform the following tasks throughout the term of the subcontract unless otherwise specified:
 - 1) Services.
 - a) The Provider shall provide sexual assault recovery services to primary and secondary victims of sexual assault. These funded services may include: crisis intervention, information and referral, advocacy, accompaniment, support groups/personal growth groups and therapy.
 - b) Sexual assault recovery services shall be documented in case notes and maintained in client files in date order. In accordance with the Council's Guidelines for Documenting Sexual Violence Services in Client Files, incorporated herein by reference and maintained on the Council's website, case notes shall clearly indicate the services provided and how each was related to the sexual violence victimization. Each unit of service provided (information and referral, crisis intervention, advocacy, etc.) may only be assigned and reported to one funding source; this includes reporting a service for match. A unit of service (counted as a singular event; irrespective of amount of time dedicated) may only be reported as an unduplicated count to a single funding source.
 - 2) Ninety (90) percent of sexual assault survivors identified will be provided at least two (2) of the following six (6) core services quarterly:
 - a) Advocacy
 - b) Accompaniment
 - c) Crisis intervention
 - d) Information and referral
 - e) Support group
 - f) Therapy

3) Monthly Sexual Violence Data Registry (SVDR) Data.

- a) The Provider shall document all primary and secondary sexual assault victims served and the services provided with funds from this subcontract in the SVDR, by the 10th of the month following the month in which services were provided. If that day falls on a weekend or holiday, the data must be entered by the last business day previous to the 10th.
- b) All helpline calls shall be entered as aggregate counts, not distinguished by funding source. The Provider shall retain documentation of the SVDR number assigned to a client receiving a service in addition to helpline assistance. This shall be done in accordance with the manner prescribed by the Council.
- c) If no services were provided in any given month, the Provider shall submit an explanation to the contract manager by the 10th of the month following the month in which services were to be provided (or at the time the SVDR data is entered; whichever comes first).

b. Task Limits.

- 1) All tasks shall be provided within the State of Florida.
 - 2) The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.
 - 3) Sexual assault victims shall not be charged for services rendered.
 - 4) The Provider agrees that funds under this subcontract will not be used to conduct public awareness or community education campaigns or related activities. Contract funds may be used to support, inform, or educate sexual assault victims about available services.
- 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 all work products.
 - 1) The Provider shall submit job descriptions, resumes and any other credentials for all staff funded under this subcontract to the contract manager.
 - 2) The Provider shall require all staff funded under this subcontract to maintain timesheets signed by each individual and their supervisor to account for their time.
 - 3) The Provider shall notify the Council contract manager in writing within five (5) working days of hiring and/or terminating staff funded under this subcontract. Notifying other individuals at the Council does not meet this requirement. For new hires, notification

shall include a resume and job description (if not previously provided). The contract manager should be contacted to determine if a budget revision is necessary. Reference the applicable subcontract numbers in the subject line of all emails.

- 4) If any information on the Provider Contact Information Form changes, the Provider shall submit a revised form within five (5) working days of the change to the contract manager. This includes the primary or secondary point of contact.
 - 5) The Provider shall notify the Council one week *prior* to a change of address and submit a revised Provider Contact Information Form within five (5) working days.
 - 6) The Provider shall designate a leadership position of sexual assault program director, manager, or coordinator funded at one-hundred (100) percent for sexual assault, regardless of funding source. The Provider shall identify the name, title, and job description for that individual and attest that one-hundred (100) percent of their time will be devoted to sexual assault services and/or related sexual assault program activities during the subcontract period. In circumstances where job duties requiring supervision of staff that spend some of their time on non-sexual assault program duties, The Council *may* approve funding at seventy-five (75) percent FTE for sexual assault. In this case, the agency must demonstrate that the position's primary responsibility is sexual violence leadership and a minimum of three-quarters of the person's time is spent on direct services, outreach, system coordination or supervision directly related to sexual assault. Other exceptions to the requirement may be considered.
 - 7) The Provider shall assign at least twenty-five (25) percent FTE to any position funded under this subcontract to provide sexual assault victim services and/or related activities during the subcontract period. If twenty-five (25) percent exceeds the amount of the award, assign the maximum possible.
 - 8) Direct service staff funded in part or in full through the Council must have one hundred (100) percent of their time designated to sexual assault service provision regardless of funding source. The Council contract manager may approve sexual assault program positions to be funded at seventy-five (75) percent FTE. Exceptions to the requirement include on-call advocates and helpline staff. The focus of personnel funding should be devoted to providing sexual assault services.
 - 9) If operating a sexual assault-only helpline (a helpline that is exclusively advertised and operated for sexual assault assistance), associated costs are allowable.
 - 10) If operating a multi-service helpline where twenty-five (25) percent or fewer of the calls are specific to sexual assault:
 - a) Non-personnel expenses (e.g., equipment, phone line) may be covered equal to the percentage of sexual assault calls received, averaged from previous June 1 through May 31 period.
 - b) The only helpline personnel costs that may be covered by funds under this subcontract are those associated with sexual assault training time (Advocacy Core Training plus eight (8) hours of annual ongoing training).
- 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/or the Council, and experience necessary to successfully carry out their duties.

- c. Subcontractors. The Provider may, *only* with prior written approval of the Council, enter into written subcontracts for performance under this subcontract. No subcontract agreement that the Provider enters into with respect to performance under this subcontract shall in any way relieve the Provider of any responsibility for performance of its subcontract responsibilities with the Council. Any subcontract issued by the Provider must align with subcontract requirements identified herein.

3. Service Location and Equipment.

- a. Service Delivery Locations. The Provider shall provide services from its established Florida-based office(s) or other off-site location(s) approved by the Council.
- b. Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant. 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. The Provider's physical environment must provide for the comfort and dignity of its clients. The Provider shall maintain offices conducive to service provision in a private, confidential manner.
- d. Service Times. The Provider's office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding state-sanctioned holidays.

4. Deliverables.

- a. Deliverables. See Attachment I, Section C.1.a.
- b. Reports. The mere receipt of reports by the Council shall not be construed to mean or imply approval. Although submitted by the due date, incomplete reports will not be considered received. If not rectified by the due date, late penalties will be applied. 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 and/or corrected. See Attachment I, Section E. for additional submission requirements. Deliverable deadlines may be extended upon written request of and approval by the Council contract manager. Reports shall be uploaded to the web version of Track-It! document management system with the subcontract number indicated in the notes section, unless otherwise advised. The Provider shall timely submit the following reports to the Council:
 - 1) Quarterly Expenditure Report (QER). The Provider shall submit a completed QER 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 fifteen (15) percent

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, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.

- a) At the time of each QER submission, the Provider shall also provide the minutes of any Board of Directors meetings held during the previous quarter.
 - 2) OAG Program Activity Report. The Provider shall complete the monthly electronic OAG Program Activity Report form, incorporated herein by reference, by the 10th of the month following the month in which services were provided, to document achievement of service tasks identified in Section C.1.a. of this subcontract.
 - 3) Projected Contract Expense Report. Beginning in January of the contract year, the Provider shall submit monthly a completed Projected Contract Expense Report form, incorporated herein by reference, to the Contract Manager. The report shall be due by the 15th day of the month following the month in which the most recent expenses were incurred. The first report shall be due on February 15th to include expenses incurred through January of the contract year. This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.
 - 4) 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. The report shall identify total expenditures, specific to this and only this subcontract, for the preceding subcontract year. Any remaining funds will be deducted from the final invoice payment. The Provider will be contacted by the contract manager if that deduction is insufficient to cover the remaining funds total. The balance must be remitted to the Council by July 30.
 - 5) 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, and promises to defend the Council against the same at its expense.
 - 1) The Provider shall, at its own cost, provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential data in accordance with s. 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also, at its own cost, implement measures deemed appropriate by the Council to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.
 - 2) The Provider shall maintain all required records pursuant to the subcontract in such a 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 assault victims for the duration of the subcontract period.
 - 2) Outputs. The Provider shall make services available to all sexual assault victims requesting services. If services are denied, the Provider shall maintain supporting documentation explaining why services were denied.
- 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 (6) 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 and/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 onsite 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 C.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. Legal Actions. The Provider shall notify the Council of any legal actions or civil rights complaints filed against them related to the services provided through this subcontract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Council. The Council's contract manager will be notified within ten (10) calendar days of the Provider becoming aware of such actions or complaints or from the day of the legal filing, whichever comes first.
- c. Contact Information. The Provider shall submit a Provider Contact Information Form to the Council contract manager for execution of this subcontract. Contact information changes must be documented on a revised Provider Contact Information Form and submitted to the Council contract manager within five (5) working days of occurrence. Notifying other

individuals at the Council does not meet this requirement. Staff contacts identified by the Provider on the Provider Contact Information Form shall be accessible via e-mail throughout the subcontract period and respond timely to Council contract manager communications. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number(s) applicable to the correspondence. Reference subcontract numbers in the subject line of all emails.

- d. The Provider shall comply with all of its own internal, agency-specific policies and procedures if they are more restrictive than what is required under this subcontract, including but not limited to: 1) financial management, 2) personnel, 3) board of directors' roles and responsibilities, 4) operations, 5) conflict of interest and 6) document retention.
- e. 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. Local mileage must be maintained on either a mileage log or the state voucher form to document per trip the destination (i.e., the person/organization if not a victim), number of miles traveled, the purpose of travel and how it relates to sexual assault activities, and date of travel along with the name of the person to be reimbursed. Travel logs are to be submitted with quarterly expenditure reports.

7. Council Responsibilities.

- a. Council Obligations. The Council will provide technical support and assistance to the Provider to increase its capacity to offer victims/survivors of sexual assault the highest quality of services.
- b. Council Determinations. The Council has final authority in monitoring, reporting and payment disputes.

D. Submission Schedule.

- 1. If the due date for a report, invoice or other item falls on a weekend or holiday, it shall be due on the last business day previous to the due date. The due date is the date that the report must be received by the Council.
- 2. All reports, invoices, or other items identified herein shall be submitted electronically to the Council via the online Track-It! document management system, unless otherwise approved by the contract manager. When submitting documents through Track-It!, the Provider will provide the subcontract number in the notes section and select the correct document type which determines the destination of the submission. The work order purpose never changes and always says "This Work Order is for Submitting Required Documentation." The Track-It! URL is: <https://trackit.fcasv.org:9001/TrackItWeb/SelfService>

E. 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, 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 III) to the Council in accordance with the following schedule. The initial invoice shall be submitted with this subcontract's signature pages for execution. Subsequent invoices are due October 10, 2017, January 10, 2018 and April 10, 2018. The final invoice for the retained ten (10) percent of allocated funds shall be submitted by July 10, 2019. The Provider may ONLY use the current invoice form (Attachment III) provided by the Council. Alternate versions will not be accepted and may delay payment to the next pay period.
- c. Ten (10) percent of funds allocated under this subcontract will be withheld from the second, third and fourth quarterly invoice payments. Upon approval by the Council and the Office of the Attorney General (OAG) that all performance measures have been successfully completed during the contract period, the ten (10) percent retained will be paid to the Provider, upon submission of the final invoice. Combined performance of all subcontractors may be considered by OAG to determine if withheld funds will be paid in full, in part, or not at all.
- 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. This includes any necessary adjustments that have been requested 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 expenditure amounts which are subsequently disallowed pursuant to the terms of the subcontract. Such refunds shall be due within thirty (30) days following the end of the subcontract or from the time the overpayment is discovered, whichever is earlier.
- f. The provider will make every effort to spend all funds by the end of the subcontract year. When unavoidable, the amount of remaining funds will be confirmed by the contract manager based on a review of the Provider's Annual Financial Report. The amount of remaining funds will be deducted from the final invoice payment. If the deducted amount is insufficient to cover total remaining funds the Provider will be notified by the contract manager of the balance to remit, which shall be due to the Council by July 30.
- g. Financial Consequences. The following financial consequences shall be imposed unless the penalty is waived or reduced, at the discretion of the Council.
- 1) Invoices not received by the due date shall result in a two (2) percent invoice amount reduction for every late day thereafter.
 - 2) Late submission of reports, and any other deliverables required under this subcontract that are not specifically assigned financial penalties, shall result in a two (2) percent invoice amount reduction for every day after the due date. **Reports must be complete to be considered received.**
 - 3) Data registry entries not fully completed timely shall result in a five (5) percent invoice amount reduction for every late day thereafter.
 - 4) Failure to notify the Council contract manager in writing within five (5) working days of any of the following shall result in a two (2) percent invoice penalty. Notification shall include submission of a revised Provider Contact Information form, as appropriate.
 - a) Subcontract-funded staff hired and/or terminated.

- b) Changes to any information on the Provider Contact Information Form (to include replacement of the Provider's primary, secondary or SVDR point of contact for this subcontract).
 - c) One week prior notification of change of address.
- 5) Failure to complete the OAG Program Activity Report by the 10th of the month following the month in which services were provided shall result in a five (5) percent invoice amount reduction for every late day thereafter.
 - 6) Multiple penalties shall be added for a total amount to be deducted 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).

F. Special Provisions.

1. Cost proposals.

- a. All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Council. No costs may be incurred without prior approval of budget line items by the Council contract manager. 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.
- b. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation.
- c. In accordance with the following guidance, any required formal budget revision shall include any previous revisions not appearing in the current budget. New line items included in budget revisions, if approved, shall be effective as of the submission date.
 - 1) A formal budget amendment *is not required* when any of the following occur. However, written notification to the contract manager must be provided within the applicable timeframe required in this subcontract.
 - A less than ten (10) percent variance from any current budget category total.
 - No significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is filled within a ninety (90)-day period.
 - 2) A budget amendment *is required* along with a written justification when any of the following occur.
 - A 10% variance from any current budget category total.
 - A significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is not filled within a 90-day period.
 - A change in the funded program director.
 - When multiple minor changes have been made (see a) above), a budget revision may be required.

- d. Prior approval shall be obtained from the Council contract manager for any travel and/or training not specifically identified and approved in the current cost proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval. Attending staff should appear in the salary portion of the budget or they must be approved by the contract manager. Allow seven (7) business days for an approval.
 - e. The Provider shall ensure all activities related to printing, advertising and brochure costs are proofed and incurred by December 31; with the exception of activities and costs related to Sexual Assault Awareness Month (SAAM). Printing, advertising, and brochures are to be distributed during the subcontract year, not purchased at the end of the year for another contract period.
 - 1) The Provider shall ensure all SAAM event printing, advertising, and brochures are proofed and incurred no later than February 28.
 - 2) No cost proposal revisions related to SAAM will be accepted after February 28.
 - f. The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the subcontract period.
 - g. Cost proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Council contract manager.
 - h. No promotional items may be purchased with OAG subcontract funds.
2. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and email throughout the subcontract period and respond timely to requests by the Council. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number(s) applicable. Reference subcontract numbers in the subject line of all emails.
 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 and in accordance with this attachment, Section F.1.a. Any publications, media or program advertisements shall contain the following statement:

"This project was supported by AGREEMENT K04531 awarded by State of Florida, Office of the Attorney General."
 4. Although an audit may not be required in accordance with Attachment II, 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.

6. If the Provider's certification status is revoked and all appeals (in accordance with FCASV's Certification Appeals Process) have been denied, this subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.
7. This subcontract shall be terminated within sixty (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.

ATTACHMENT II

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 2 CFR Part §200.500, formerly OMB A-133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, onsite visits by Council staff, limited scope audits, 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 nonprofit organization as defined in 2 CFR Part §200.500.

1. In the event that the Provider expends \$750,000 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 2 CFR Part §200.501. 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 2 CFR Part §200.502-§503. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 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 2 CFR Part §200.508 - §200.512.
3. If the Provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the Provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part §200.506, 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 2 CFR Part §200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract 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

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This part is applicable if the Provider is a non-state 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; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Council by this agreement. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than nine (9) 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 nine (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 2 CFR Part §200.512 will be submitted by or on behalf of the Provider directly to each of the following:
 - A. The Council
 - B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy 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 2 CFR Part §200.331.
2. Pursuant to 2 CFR Part 200.521 the Provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Council.
 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 Council
 - 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 2 CFR Part §200.512, 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 2 CFR Part §500.512 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 (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Council, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Council.

End of Text

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, 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 is met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR Part §200.38, 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 2 CFR Part §200 and/or Rule 69I-5.006, FAC, Provider has been determined to be:

- Vendor not subject to 2 CFR Part §200.38 and/or Section 215.97, F.S.
 Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or Section 215.97, F.S.
 Exempt organization not subject to 2 CFR Part §200 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 department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.5006, FAC [state financial assistance] and 2 CFR Part §200.330[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 Part §200.416 – Cost Principles*
- 2 CFR Part §200.201 – Administrative Requirements**
- 2 CFR Part §200.500 – 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 Part §200.400-.411 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – 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 Part §200.418 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – 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 2 CFR Part §200.400(5) (c).

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

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

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

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at [FCAM/Single Audit Review section](#) by selecting "Single Audit Review" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein. Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Single Audit Reporting Packages ("SARP") must be submitted to the Council in an electronic format.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
 - Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to the Council.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2009-10 fiscal year for the City of Gainesville, the document should be entitled 2010 City of Gainesville.pdf.

Questions regarding electronic submissions may be submitted via e-mail to the Council contract manager or by telephone.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX - 662- 071718-1607
BGRV - 662- 071718-439

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 7/17/2018	REMAINING BALANCE
Revenue								
1426-662-3230-3429	RCP-State Grmt Other Public Safety	71,285	58,275	39,540		97,815		
1426-662-3231-3429	GR-State Grmt Other Public Safety	122,499	98,587	74,086		172,673		
1426-662-3235-3429	OAG-Other contractual services	26,455	20,108	19,756		39,864		
	Total Revenue and Balance	2,757,891	3,460,463	133,382	0	3,593,845		
Expense								
1426-662-3230-1201	Salaries & Wages	38,994	38,994	32,702	0	71,696	37,140	34,556
1426-662-3230-2101	Fica-Taxes	2,785	2,785	2,028		4,813	2,264	2,549
1426-662-3230-2105	Fica Medicare	655	655	474	0	1,129	529	600
1426-662-3230-2201	Retirement Contributions-FRS	3,552	3,552	4,336	0	7,888	4,960	2,928
								0
								\$ 39,539.99
1426-662-3231-1201	Salaries & Wages	75,126	80,658	64,105	0	144,763	68,613	76,150
1426-662-3231-2101	Fica-Taxes	4,743	5,281	3,975	0	9,256	4,048	5,208
1426-662-3231-2105	Fica Medicare	1,110	1,236	929	0	2,165	947	1,218
1426-662-3231-2201	Retirement Contributions-FRS	5,975	6,529	5,077	0	11,606	5,464	6,142
1426-662-3235-1201	Salaries & Wages	0	1,503	14,355	0	15,858	1,501	14,357
1426-662-3235-2101	Fica-Taxes	0	93	890	0	983	93	890
1426-662-3235-2105	Fica Medicare	0	22	208	0	230	22	208
1426-662-3235-2201	Retirement Contributions-FRS	0	199	1,903	0	2,102	199	1,903
1426-662-3235-2301	Insurance-Life & Health	0	301	2,400	0	2,701	301	2,400
	Total Appropriation and Expenditures	2,757,891	3,460,463	133,382	0	3,593,845		

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

Signatures _____ Date 8/1/18

By Board of County Commissioners
At Meeting of _____
8/14/2018
Deputy Clerk to the
Board of County Commissioners