

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Personal Services	109,810				
Operating Costs	42,535				
Capital Expenditures					
External Revenues	(152,345)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>	<u>0</u>			

ADDITIONAL FTE POSITIONS (Cumulative) 2 0 0 0 0

Is Item Included In Current Budget? Yes _____ No X

Does this item include the use of federal funds? Yes X No _____

Budget Account Exp No: Fund 1426 Dept. 662 Unit 3232 Obj. varies
 Rev No: Fund 1426 Dept. 662 Unit 3232 Rev. 3129

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Grant: FCASV (Sexual Assault) Program
 Fund: 1426- Public Safety Grants
 Unit: 3232- Sexual Assault Formula Grant Program

C. Departmental Fiscal Review: (nc) [Signature] 10/23/18

III. REVIEW COMMENTS

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

[Signature] 10/23/18
 OFMB
 [Signature] 10/24/18

[Signature]
 Contract Dev. And Control
 11/5/18

B. Legal Sufficiency:

[Signature] 11/6/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

CFDA No. 16.017

**FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE
STANDARD SUBCONTRACT**

 Client Non-Client

THIS SUBCONTRACT is 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*.

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. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. Not to employ unauthorized aliens. The Council shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this subcontract by the Council. The Provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the subcontract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the subcontract term. Subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

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

f. The Provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

g. HIPAA: Where applicable, the Provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

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

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Council under this subcontract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this subcontract for a period of six (6) years after termination of the subcontract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this subcontract.

3. Upon completion or termination of the subcontract and at the request of the Council, the Provider will cooperate with the Council to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Council.
5. Persons duly authorized by the Council and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of Provider's subcontract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the Council as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this subcontract indicates that the Provider is a recipient or subrecipient, the Provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this subcontract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider activities not solely authorized under this subcontract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
 Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this subcontract which evidences that expenditures are:
 - 1) allowable under the subcontract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this subcontract.
 The aforementioned documentation is subject to review by the Council, the Department of Health and/or the State Chief Financial Officer and the Provider will timely comply with any requests for documentation.

E. Monitoring by the Council

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

F. Indemnification

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

1. The Provider shall be liable for and shall indemnify, defend, and hold harmless the Council and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, or employees during the performance or operation of this subcontract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse the Provider's duty to defend and indemnify within seven (7) days after such notice by the Council is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees related to this obligation and its enforcement by the Council. The Council's failure to notify the Provider of a claim shall not release the Provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this subcontract and any renewal(s) and extension(s) of it. Upon execution of this subcontract, unless it is a state agency or subdivision as defined by §768.28, FS, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this subcontract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this subcontract. Upon the execution of this subcontract, the Provider shall furnish the Council written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Council reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

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

I. Assignments and Subcontracts

1. To neither assign the responsibility of this subcontract to another party nor subcontract for any of the work contemplated under this subcontract without prior written approval of the Council, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The Provider shall be responsible for all work performed and all expenses incurred with the project. If the Council permits the Provider to subcontract all or part of the work contemplated under this subcontract, including entering into subcontracts with vendors for

services and commodities, it is understood by the Provider that the Council shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Provider, at its expense, will defend the Council against such claims.

3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this subcontract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the subcontract. In addition, this subcontract shall bind the successors, assigns, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The subcontractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Council in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

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

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

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

L. Transportation Disadvantaged

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

M. Purchasing

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

N. Civil Rights Requirements

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

O. Independent Capacity of the Subcontractor

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

P. Sponsorship

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

Q. Use of Funds for Lobbying Prohibited

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

R. Public Entity Crime and Discriminatory Vendor

By executing this subcontract, the Provider represents and warrants that neither the Provider nor any of its affiliates, subsidiaries, directors, officers or employees are currently on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained

pursuant to § 287.134, F.S., or any similar list maintained by any other state or the federal government. The Provider shall immediately notify the Council if it or any of its affiliates, subsidiaries, directors, officers or employees are placed on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or federal government.

S. Patents, Copyrights, and Royalties

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

T. Construction or Renovation of Facilities Using State Funds

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

U. Information Security

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

II. THE COUNCIL AGREES:

A. Subcontract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$152,345.00 subject to the availability of funds. The State of Florida's performance and obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this subcontract.

III. THE PROVIDER AND THE COUNCIL MUTUALLY AGREE

A. Effective and Ending Dates

This subcontract shall begin on August 1, 2018 or the date upon which the contract between the Council and the Florida Department of Health for Sexual Assault Services Formula Grant Program (SASP) funding is executed, whichever is later. It shall end on July 30, 2021.

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 one (1) of this subcontract) and mailing address of the official payee to whom the payment shall be made is:

Palm Beach County Victim Services
 20 South Military Trail
 West Palm Beach, FL 33415

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

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

Contact: Ngoc Chau
 Palm Beach County Victim Services
 20 South Military Trail
 West Palm Beach, FL 33415

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

Contact: Holly DiBenedetto, MPA
 Palm Beach County Victim Services
 4210 North Australian Ave.
 West Palm Beach, FL 33407

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, Attachment I, II, III, Appendix A and B 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.

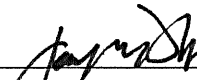
I have read the above subcontract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this twenty-five (25)-page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: PALM BEACH COUNTY VICTIM SERVICES

Florida Council Against Sexual Violence

SIGNATURE: 

SIGNATURE: 

PRINT/TYPE NAME: Verdenia Baker

PRINT/TYPE NAME: JENNIFER L. DRIITT, LCSW

TITLE: County Administrator

TITLE: EXECUTIVE DIRECTOR

DATE: 10/3/18

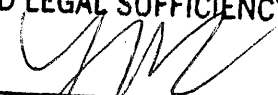
DATE: 10/12/2018

STATE AGENCY 29-DIGIT FLAIR CODE: N/A

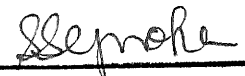
FEDERAL EID# (OR SSN): 596000785

PROVIDER FISCAL YEAR ENDING DATE: July 31

DUNS #: 0784704810000

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

 COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS


 Signature

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. **Primary Victim:** Any person who has been the victim of any sexual assault.
- e. **Quarter:** A three-month period of the subcontract term, which begins on August 1. The quarters for this subcontract are August through October (first quarter); November through January (second quarter); February through April (third quarter); and May through July (fourth quarter).
- f. **Sexual Assault Services Formula Grant Program (SASP)** is the first federal funding stream solely dedicated to the provision of direct intervention and related assistance for victims of sexual assault. Funds provided through SASP are designed to supplement other funding sources directed at addressing sexual assault.
- g. **Secondary Victim:** Any individual impacted by a primary victim's sexual assault.
- h. **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>
- i. **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.
2. **Major Program Goal.** To increase and enhance services to primary and secondary victims of sexual battery through meaningful consultation with representatives from underserved communities.
3. **Authority.** The Sexual Assault Services Program (SASP) was created by the Violence Against Women and Department of Justice Reauthorization Act of 2005; Title I, Section 121, Public Law 109-162, 42 U.S.C 14045a.

4. 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 or secondary victims), regardless of age. 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 current or former 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, gender expression, sexual orientation, 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. The Provider must understand and comply with the following:
 - 1) SASP prohibits grant funds to be used for sexual assault forensic examiner projects, criminal justice activities, or activities that may compromise victim safety and recovery. Funds may not be used towards prevention education efforts, projects focused on training allied professionals and/or communities, the establishment or maintenance of Sexual Assault Response Teams, or provision of domestic violence services when sexual violence is not the primary victimization.
 - 2) The Provider agrees to submit one copy of all reports and proposed publications funded under this project to the Council not less than twenty (20) days prior to public release for review. Prior review and approval of a report or publication is required if project funds are to be used to publish or distribute reports and publications developed under this subcontract.
 - 3) 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.
 - 4) The Provider agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
 - 5) Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
 - a.) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
 - b.) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.
 - 6) In addition, the Provider or subcontractor must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with

all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the Provider or subcontractor as applicable to ensure that this condition is included in any contract or subcontract under this award. The Provider shall not submit requests related to this subcontract directly to OVW. Any request by the Provider must be submitted to the Council for consideration and approval. If approved, the request will be forwarded to the FL Department of Health for consideration and upon approval such requests will be submitted to OVW.

- 7) The Provider agrees that grant funds will not support activities that may compromise victim safety, such as: pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); or the placement of perpetrators in anger management programs.
- 8) The Provider shall comply with the current DOJ Grants Financial Guide and the FL Reference Guide for State Expenditures.
- 9) Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) non-federal funds that have been appropriated for the same purpose.

C. Manner of Service Provision.

1. Service Tasks.

a. Task List.

1) Services.

- a) The Provider shall provide sexual violence recovery services to reporting and non-reporting primary and secondary victims of sexual violence. A document describing approved deliverables (Appendix B), and signed by the Provider's designated representative, shall be submitted to the Council contract manager for approval on or before the date of this subcontract's execution and, again, prior to execution of subsequent annual amendments. This document is hereby incorporated into this subcontract by reference and may be changed upon submission and approval of a signed, revised version of the deliverables document.

2) Monthly Sexual Violence Data Registry (SVDR), Data Maintenance.

- a) The Provider shall document all primary and secondary sexual assault victims served and the services provided, using a unique client identification number, 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).
- d) The Provider shall identify and track activities and demographics of victims served under this subcontract in accordance with requirements of the federal SASP Annual Progress Report (SASP APR).
- e) The Provider shall participate in all trainings provided by the Council to address proper completion of the SASP Annual Progress Report.
- f) 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 assault victimization.

b. Task/Service 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. Subcontract 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. Provider shall designate a project manager 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 the job description, resume and any other credentials for all staff funded under this subcontract to the contract manager. Each job description shall identify which tasks/responsibilities will be funded under this subcontract.
 - 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 showing tasks/responsibilities funded under this subcontract. 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) At least one position funded under this subcontract must provide direct sexual assault client services that will be reported in the SVDR.
 - 6) The Provider shall assign at least twenty-five (25) percent FTE to any SASP-funded position to provide sexual assault victim services and/or related activities during the subcontract period.
 - 7) If operating a sexual assault-only helpline (a helpline that is exclusively advertised and operated for sexual assault assistance), associated costs are allowable.
 - 8) 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) Only personnel costs associated with sexual assault training time (Advocacy Core Training plus eight (8) hours of annual ongoing training) may be covered by funds under this subcontract.
- 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.
- 1) The Provider shall ensure that all staff and/or subcontractors funded under this subcontract complete the ACT training prior to providing one-on-one direct services to sexual assault victims. ACT training must be completed within the first thirty (30) days of employment. With Council approval, subcontracted therapists may complete the FCASV online therapist training in lieu of ACT, to be completed within the first thirty (30) days of the subcontract.
- 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 Location. The Provider shall provide services from its established Florida-based office or other off-site location 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. 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.
- e. The Provider shall notify the Council one week prior to a change of address and submit a revised Provider Contact Information Form to the contract manager within five (5) working days of the change.

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. The Council reserves the right to reject reports as incomplete, inadequate, or unacceptable. Incomplete reports will not be considered to have met due date requirements. 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 D. 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 five percent (5%) in administrative expenses, and 3) used to enhance the provision of services and increase the number of victims served. The report shall be due by the 15th day of the month following the quarter in which services were provided summarizing all expenditures. This report should only include subcontract funds expended.
 - 2) 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.
 - 3) The Provider shall complete the SASP Quarterly Activity Report, incorporated herein by reference, by the 10th of the month following the quarter in which services were provided; to document achievement of service tasks and deliverables identified in Appendix B of this subcontract.
 - 4) 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.

- 5) SASP Annual Progress Report (APR). The SASP APR, incorporated herein by reference, shall be submitted once per year on or before January 15. The report shall include cumulative data for all SASP-funded services provided during each preceding calendar year (January-December).
- 6) 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 Council contract manager if that deduction is insufficient to cover the remaining funds total. The balance must be remitted to the Council by August 30.
- 7) 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 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 award amount for the period of August 1, 2018 to July 30, 2019 is \$152,345.00
- 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 quarterly 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 the month following the service quarter. Quarterly periods of service are: August-October, November-January, February-April and May-July. Notwithstanding any other provisions of the subcontract, failure to provide the deliverables as specified under this subcontract may result in the Council reducing and/or withholding payment.
- e. Final Invoice. The annual final invoice for the May-July period of service, is due no later than August 10. If the Provider fails to submit the final invoice and any delinquent invoices by August 10 of the respective fiscal year, all rights to payment are forfeited.
- a. 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 requested and approved by the Council. It is agreed that the Council's determination of acceptable service shall be conclusive.
- b. 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 annual subcontract period or from the time an overpayment is discovered, whichever is earlier.
- h. 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 due, which shall be due to the Council by August 30.

2. Financial Consequences. The following financial consequences shall be imposed unless the penalty is waived or reduced, at the discretion of the Council.

- a. Invoices not received by the due date shall result in a two percent (2%) invoice amount reduction for every late day thereafter.
- b. 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.

- c. 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.
- d. 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.
 - 1) Subcontract-funded staff hired and/or terminated.
 - 2) Changes to any information on the Provider Contact Information Form.
 - 3) One week prior notification of change of address.
- e. Multiple penalties shall be added for a total amount to be deducted from an invoice.
- f. 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. 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. In accordance with the following guidance, any required formal budget revision shall include any previous revisions not appearing in the current budget. Budget revisions with new line items, if approved, shall be effective as of the date of submission, not before.
 - 1) A formal budget amendment *is not required* when any of the following occur. However, written notification 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.
- b. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. 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. 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.
- d. 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 subcontract 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.
- e. Cost proposal revisions will not be accepted after June 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 e-mail 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. The Provider shall comply with all required Office on Violence Against Women (OVW) Special Conditions in Appendix A.
4. **Publication Requirement.** The Provider shall obtain pre-approval from the Council before using any publications, media, or program advertisements and Provider shall place an acknowledgement of the Office on Violence Against Women, U.S. Department of Justice grant support on any publication written or published with such support and if feasible, on any publication reporting the results of or

describing a grant supported activity. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements.

"This project was supported by Grant No. COHD7 awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/ program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women, the Department of Health, or the Florida Council Against Sexual Violence."

- a. The Provider shall submit agendas and other meeting materials to the Council three (3) business days prior to use for proof of funding statement.
5. 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.
6. If the Provider's certification status is revoked and all appeals (in accordance with the Council'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.
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.

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, on-site 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 Council, the Department of Health, the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 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

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

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

Submit to the Council contract manager via TrackIT

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto. Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to:

Florida Council Against Sexual Violence
1820 E. Park Avenue, Suite 100
Tallahassee, Florida 32301

B. The Internet Data Entry System (IDES) is the place to submit the single audit reporting package, including form SF-SAC, to the Federal Audit Clearinghouse (FAC). Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR Part §200.36 and §200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: <https://harvester.census.gov/sac/>

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 Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

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 Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

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

End of Text

EXHIBIT 1

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

Federal Program 1	Sexual Assault Services Program (SASP)	CFDA#16.017	
Title	Expansion of Rape Crisis Centers' Services and Outreach to Underserved Communities		\$152,345.00
Federal Program 2	N/A	CFDA#	Title
			\$
TOTAL FEDERAL AWARDS			\$

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

- 2017 DOJ Grants Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- FL Dept. of Financial Services, Reference Guide for State Expenditures

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

Federal Program 1: NA CFDA#: Title:

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.:

Financial assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.40:

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

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.

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 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.

Attachment III

Provider: Palm Beach County Victim Services	Subcontractor Number: 18SAS26						
Address: 20 South Military Trail West Palm Beach, FL 33415	Telephone Number:						
<p align="center"><u>Service Quarter</u> (check one)</p> Aug 2018 –Oct 2018 (invoice due 11/10/18) <input type="checkbox"/> Nov 2018–Jan 2019 (invoice due 2/10/19) <input type="checkbox"/> Feb 2019 – Apr 2019 (invoice due 5/10/19) <input type="checkbox"/> May 2019 – July 2019 (invoice due 8/10/19) <input type="checkbox"/>	<p align="center"><u>SASP Quarterly Rate</u></p> Aug 2018 - Oct 2018: <u>\$38,086.00</u> Nov 2018 - Jan 2019: <u>\$38,086.00</u> Feb 2019 - Apr 2019: <u>\$38,086.00</u> May 2019 - Jul 2019: <u>\$38,087.00</u>						
<p align="center"><u>Summary of Payments</u></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">SFY 2018-19 Allocation:</td> <td style="border: 1px solid black; text-align: right;">\$152,345.00</td> </tr> <tr> <td>Amount of this invoice:</td> <td style="border: 1px solid black; text-align: right;">\$</td> </tr> <tr> <td>Actual Expenditures to Date</td> <td style="border: 1px solid black; text-align: right;">\$</td> </tr> </table> <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.</p> <p align="center">(NOTE: ALL FUNDS MUST BE ENCUMBERED BY July 31st.)</p> <p>I certify that the above report is a true and correct reflection of this period's activities, as stipulated in this subcontract.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____</p> <p align="center">Signature of Provider Agency Official</p> </div> <div style="width: 45%;"> <p>_____</p> <p align="center">Date</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____</p> <p align="center">Print Name and Title</p> </div> <div style="width: 45%;"> <p>_____</p> <p align="center">Phone #</p> </div> </div>	SFY 2018-19 Allocation:	\$152,345.00	Amount of this invoice:	\$	Actual Expenditures to Date	\$	<p align="center"><u>(FOR FCASV USE ONLY)</u></p> <p align="center"><u>Penalties</u></p> <p align="right">Quarterly Rate: \$ _____</p> <p>Description:</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p align="right">Total: \$ _____</p> <p align="center"><u>Payment Approval</u></p> <p align="right">Total Approved For Payment By The Council: \$ _____</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____</p> <p align="center">Signature</p> </div> <div style="width: 45%;"> <p>_____</p> <p align="center">Date</p> </div> </div>
SFY 2018-19 Allocation:	\$152,345.00						
Amount of this invoice:	\$						
Actual Expenditures to Date	\$						

Appendix B
Tasks/Deliverables
Palm Beach County Victim Services and Rape Crisis Center
August 1, 2018 to July 31, 2019

Project Objectives/Tasks
Goal 1: Increase the availability of specialized victim services for adult, youth and child victims of reported and non-reported sexual assault and their family and household members
First quarter activities: 1. Hire two advocates and house them at SART Center. (Submit updated job descriptions, and employee resumes.) 2. Advocates provide 150 direct services to 12 victims.
Second through fourth quarter activities: 1. Advocates provide 900 direct services to 75 victims, approximately 300 services to 25 victims each quarter. (Enter services into SVDR monthly.)
Goal 2: Expand advocacy services to include collateral (secondary) victims
First quarter activities: 1. Update operational procedures and victim intake form related to collateral victims. 2. Update CMP (data management system) to capture collateral victim information. (Submit updated procedures and intake form and description of CMP update with quarterly report.)
First through fourth quarter activities: 1. Host quarterly psychoeducational sessions geared toward friends and family members of sexual assault survivors. (Enter services into SVDR monthly, report on progress each quarter.)
Goal 3: Meaningfully increase awareness and accessibility of victim services, especially within the LGBTQ+ population by enhancing outreach
First quarter activities: 1. Enter into Contract with Compass outlining the relationship between the parties.
Second quarter activities: 1. Develop signage, in consultation with Compass, to post in PBCVSRCC lobbies to indicate that the program is LGBTQ+ friendly/safe. (Submit MOU and signage to Council for approval at least 20 days prior to release/posting. Submit final copies as documentation with quarterly report.)
Third quarter activities: 1. Develop bus shelter ads, in consultation with Compass, and strategically place 20 of them in areas with high density of LGBTQ+ population. (Submit ads to Council for approval at least 20 days in advance of production.)
First through fourth quarter activities: 1. Host quarterly psychoeducational sessions geared toward friends and family members of sexual assault survivors. Serve at least 15 clients, approximately 4 per quarter. 2. Participate in Compass support groups at least once per quarter to discuss and promote sexual assault services. Reach at least 40 people, approximately 10 people per quarter. 3. Participate in Compass large events quarterly (Pridefest, National Testing Day, Stonewall Ball, etc.) to increase awareness of sexual assault services.

4. Cross promote Compass/Victim Services on websites and social media.
(Enter services into SVDR monthly, report on progress each quarter. Submit support group agendas for approval three business days in advance. Submit materials distributed and agendas with quarterly reports. Submit screenshots of social media, website updates with quarterly reports.)

SASP Federal Annual Progress Report. The Provider shall complete an electronic copy of the fillable form on an annual basis. The report is due by January 15, 2019 (for the period of August through December 2018).

Palm Beach County Victim Services and Rape Crisis Center


Signature: 

Name: Verdenia C. Baker

Title: County Administrator

Date: 10/3/18

Florida Council Against Sexual Violence

Signature: 

Name: Jeanette L. Duff

Title: Executive Direct

Date: 10/12/2018

Position Description: Victim Advocate, Pay Grade 25 (NE), #03965

Advocates employed through SASP funding sources dedicate 100% of their time to SASP required services.

NATURE OF WORK

This is professional and specialized work serving victims of crime assigned to the Victim Services Section within the Department of Public Safety.

An employee in a position allocation to this class is responsible for providing crisis intervention, supportive counseling and advocacy for victims of sexual assault, family and household members of such victims; and those collaterally affected by the victimization including friends, coworkers, and classmates.

An employee in this position will also be responsible for increasing support and enhancing services to victims of sexual assault in the lesbian, gay, bisexual, and transgender (LGBT) communities.

Work is performed under the general supervision of a team supervisor, but the employee is expected to exercise initiative and responsibility. Work is reviewed through conferences, reports and effectiveness of work results.

EXAMPLES OF WORK

Work includes crisis intervention and follow through services on a 24-hour rotation basis for sexual assault victims; short term counseling and advocacy. Incumbent provides legal, social and medical referrals; assists with filing victim compensation claims; provides transportation for court related functions when possible. Acts as a liaison for victims with assistant state attorneys, law enforcement officers, and social/welfare agencies.

Assists with the training and supervision of volunteers and interns; provides public awareness and professional training on victimization and victims' rights issues; attends meetings and conferences.

Performs related work as required, according to Section, Division, Department, and County policies and guidelines.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of criminal victimization and related Florida laws.
- Knowledge of the dynamics of sexual assault.
- Knowledge and experience with crisis intervention and short-term supportive counseling and advocacy.
- Knowledge of the criminal justice system, social and legal referral systems.
- Ability to exercise mature judgment and initiative in responding to 24 hour crisis, court advocacy and other client needs.
- Ability to work effectively with a minimum of supervision.
- Ability to express ideas clearly, both orally and in writing.
- Ability to effectively communicate with primary and secondary victims and referral sources in a professional manner.
- Ability to maintain accurate records and prepare written reports on a timely basis.

"Attachment 2"

Position Description: Victim Advocate, Pay Grade 25 (NE), #03965

MINIMUM ENTRANCE REQUIREMENTS

Graduation from an accredited college or university with major course work in Psychology, Counseling, Criminal Justice, Sociology or related field; one (1) year of professional experience, or two (2) or more years of volunteer work in the area of criminal victimization OR professional/paraprofessional general social or advocacy work including general criminal justice in a social service agency or department; or any equivalent combination of related training and experience.

NECESSARY SPECIAL REQUIREMENT

- Must successfully complete Office of Attorney General Victim Practitioner Certification and Florida Council Against Sexual Violence Rape Crisis Certification during probationary period.
- Must maintain certification throughout employment.

Rev. 5/2018

19 - 0089

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX - 662-100918*91
BGRV - 662-100918-11

FUND 1426 - Public Safety Grants

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 10/9/2018	REMAINING BALANCE
Revenue								
1426-662-3232-3129	Fed Grnt Oth Public Safety	0	0	152,345	0	152,345	0	152,345
	Total Revenue and Balance	2,452,952	2,452,952	152,345	0	2,605,297		
Expense								
1426-662-3232-1201	Salaries & Wages Regular	0	0	77,200		77,200	0	77,200
1426-662-3232-2101	Fica-Taxes	0	0	4,900		4,900	0	4,900
1426-662-3232-2105	Fica Medicare	0	0	1,200		1,200	0	1,200
1426-662-3232-2201	Retirement Contributions-Frs	0	0	6,510		6,510	0	6,510
1426-662-3232-2301	Insurance- Life & Health	0	0	20,000		20,000	0	20,000
1426-662-3232-3401	Other Contractual Services	0	0	5,000		5,000	0	5,000
1426-662-3232-4001	Travel and Per Diem	0	0	5,437		5,437	0	5,437
1426-662-3232-4007	Travel - Mileage	0	0	3,098		3,098	0	3,098
1426-662-3232-4941	Registration Fees	0	0	2,000		2,000	0	2,000
1426-662-3232-4945	Advertising	0	0	11,000		11,000	0	11,000
1426-662-3232-5111	Office Furniture and Equipment	0	0	6,000		6,000	0	6,000
1426-662-3232-8201	Contributions -Non Governmental Agencies	0	0	10,000		10,000	0	10,000
	Total Appropriation and Expenditures	2,452,952	2,452,952	152,345	0	2,605,297		

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

Signatures _____
Date 10/23/18
11/24/18

By Board of County Commissioners
At Meeting of _____
11/20/2018
Deputy Clerk to the
Board of County Commissioners