



**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 Costs	\$174,641				
Capital Expenditures					
Operating Costs	973				
External Revenues	(175,614)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				

**# ADDITIONAL FTE POSITIONS (Cumulative)**

	0	0	0	0	0
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Is Item Included In Current Budget? Yes  No   
 Does this item include the use of federal funds? Yes  No

Budget Account Exp No: Fund 1426 Department 662 Unit 3230/3231/3235  
 Object varies  
 Rev No: Fund 1426 Department 662 Unit 3230/3231/3235  
 RevSc 3429

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

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

Departmental Fiscal Review: (MC) [Signature] 8/22/19

**III. REVIEW COMMENTS**

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

[Signature] 9/24/19  
 9/23/19 OFMB  
[Signature] 10/18/19 TD  
 Contract Administration

**B. Legal Sufficiency:**

[Signature]  
 Assistant County Attorney

**C. Other Department Review:**

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

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

AMENDMENT 4

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

This subcontract is being amended to define tasks and deliverables for the period July 1, 2019 - June 30, 2020. Accordingly, the subcontract is amended as follows:

1. Standard Subcontract, Section II, paragraph A. is revised to identify the following award amount from the beginning of the multi-year subcontract term through June 30, 2020: \$619,318.00.
2. Attachments I and III (invoice) are deleted entirely and replaced as attached hereto.
3. Attachment II, Financial and Compliance Audit, Exhibit 1 is deleted entirely and replaced as attached hereto.

This amendment shall begin on July 1, 2019 and shall be retroactive to that date if executed thereafter.

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

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

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

IN WITNESS THEREOF, the parties hereto have caused this 17-page amendment to be executed by their officials thereunto duly authorized.

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE

BY: *Stephanie Sejnoha*

BY: *Jennifer L. Dritt*

NAME: STEPHANIE SEJNOHA

NAME: Jennifer L. Dritt, LCSW

TITLE: DIRECTOR, PUBLIC SAFETY DEPARTMENT

TITLE: Executive Director

DATE: 6/27/19

DATE: 7/17/2019

**APPROVED AS TO TERMS  
AND CONDITIONS**

*Nicole Bishop*

Signature

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

*Jennifer L. Dritt*

Family Attorney

## 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. General Revenue (abbreviated as GR): An appropriation by the Florida Legislature for sexual battery recovery services through the Florida Department of Health to the Council for distribution to certified rape crisis centers.
- e. Primary Victim: Any person who has been the victim of any sexual assault.
- f. Quarter: A three-month period of the State's fiscal year, which begins on July 1. The quarters for this subcontract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).
- g. Rape Crisis Program Trust Fund (RCPTF) (abbreviated as TF): A trust fund created within the Department of Health and authorized under Section 794.056, Florida Statutes, for the purpose of providing funds for rape crisis centers in Florida. Trust fund money must be used exclusively for the purpose of providing services for victims of sexual assault.
- h. Secondary Victim: Any individual impacted by a primary victim's sexual assault.
- i. Sexual Violence Data Registry (SVDR): An internet-based data system for the reporting of sexual assault victim services. The SVDR accepts no personal identifiers, therefore ensuring anonymity of victims. The data registry URL address is:  
<https://apps.floridahealth.gov/SVR/pages/main1.aspx>
- j. Track-It!: Online electronic document management system for providers to utilize in the submission of reports and other documents to the Council. The Track-It! URL is:  
<https://trackit.fcasv.org:9001/TrackItWeb/SelfService>

### B. General Description.

#### 1. Overview.

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



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

## 2. Clients to Be Served.

- a. General Description. All victims of sexual assault may be provided services.
- b. Client Eligibility. Eligibility extends to any individual that has been the victim of sexual assault (primary and/or secondary victims). The primary presenting reason for an individual to receive services supported under this subcontract must be related to sexual assault. Domestic violence or other trauma-related services may not be supported with subcontract funds. However, if an individual presents as a victim of domestic violence or other trauma, but is also a victim of sexual assault, related sexual assault-specific victim services may be supported under this subcontract.
- c. Client Determinations. The Provider shall not deny services to any person on account of race, religion, national origin, sex, age, disability, gender identity, sexual orientation, citizenship, marital status, language spoken, or immigration status. In the event of any disputes regarding the eligibility of clients, the determination made by the Council is final and binding on all parties.
- d. Subcontract Limits. All services shall be performed during the subcontract period. The amount of services to be provided is limited to the amount of annual funds available and to those services listed in Attachment I, Section C.1.a., herein.

## C. Manner of Service Provision.

- 1. **Scope of Work.** The Provider shall ensure that sexual assault recovery services (as described in Attachment I, Section C.1.a.) are provided to its certified service areas throughout the subcontract period. All other activities shall support enhanced service delivery.
  - a. Tasks. The Provider will perform the following tasks throughout the term of the subcontract unless otherwise specified.
    - 1) Services.
      - a) The Provider shall provide the following nine (9) core services: 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. Medical intervention/forensic evidence collection is considered an enhanced service which may also be offered. Services shall be provided to both reporting and non-reporting primary and secondary victims of sexual assault. All core and enhanced services shall be conducted in accordance with the Council's certification standards.
      - b) Sexual assault recovery services shall be entered into the SVDR and documented in case notes and maintained in client files in date order. In accordance with the Council's Guidelines for Documenting Sexual Violence Services in Client Files, incorporated herein by reference and maintained on the Council's website, case notes shall clearly indicate the services provided and how each was related to the sexual violence victimization. Each unit of service provided (information and referral, crisis intervention, advocacy, etc.) may only be assigned and reported to one funding source per occurrence; this includes reporting a service for

match. A unit of service (counted as a singular event; irrespective of amount of time dedicated) may only be reported as an unduplicated count to a single funding source.

2) Helpline monitoring and quality assurance.

a) The Provider shall participate in annual helpline training and monitoring conducted by the Council.

1. If deficiencies on the monitoring report warrant a written response, the Provider agrees to submit a Quality Assurance Action Plan (QAAP) to the Council detailing steps to correct the poor rating and the dates to achieve those steps. The QAAP shall be submitted to the Council for approval within fifteen (15) days of the deficiency notification date.

2. The Provider agrees to participate in technical assistance offered by the Council.

3) The Provider shall complete a sexual assault services community needs assessment for each county it serves to determine sexual assault survivor service needs and effective system coordination and outreach activities strategies for reaching different populations. The Council will provide the format for the community assessment plan and required documentation of the community assessment.

The sexual assault services community needs assessment will be completed in phases outlined below:

1. Phase One: This phase, which shall be completed in the first quarter (July-September), entails planning the assessment and engaging county/community participants. The Provider will identify an internal planning committee comprised of people from different sectors of the agency, such as organization leadership, board/sexual assault program advisory committee members, direct service staff, survivors/secondary survivors, and volunteers.

It may be necessary for the planning committee to meet multiple times during the first quarter to implement the following:

- a. Set goals for the community assessment. For example, how the completed assessment will be used to inform services, budget, partnerships, etc.
- b. Identify which segments of the population to engage in each county. This should include at least two underserved communities (at least one community of color, and one of the following: LGBTQ+, persons living with disabilities, incarcerated survivors, very low income, older residents, an ethnic minority). In low population counties\* where collecting enough data from multiple distinct populations to generate service recommendations is prohibitive, the Provider's plan may focus on assessing the needs of a cross-section of the whole community.

\* Low population counties: population of less than 20,000 (in line with the certification staffing standards for a full-time advocate)

- c. Identify which social service, faith based, criminal justice, and community organizations to engage in the assessment process, in each county served.
- d. Determine how to engage program staff and volunteers in the assessment process.
- e. Determine how to solicit primary and secondary survivor feedback in the assessment process.
- f. Identify what methods will be used to collect the information (surveys, focus groups, interviews, etc.) and prepare written procedures and related documents for use in Phase Two.

- g. Identify who will coordinate the community assessment process and address questions or needs for assistance.
  - h. Identify who will conduct the assessment (include all staff, volunteers, board members, etc. who will be involved); document their name, agency, title, and role in the process.
  - i. Identify how the data will be analyzed and by whom.
  - j. Identify how the results will be shared with the community and the Provider's staff, volunteers, and board members.
2. Phase Two: In this phase, which shall be completed in the second quarter (October-December), the Provider will carry out the assessment plan, distributing and collecting surveys, conducting focus groups and interviews, etc. The Provider will determine and apply a systematic approach to gathering and maintaining the data/information collected during this phase.
  3. Phase Three: In this phase, which shall be completed in the third quarter (January-March), the Provider will analyze the results of the sexual assault services community needs assessment and report the results to the Council and participants identified in the planning phase.
  4. Phase Four: In this phase, which shall be completed in the fourth quarter (April-June), the Provider will report to the Council how information gathered from the sexual assault services community needs assessment is and will be incorporated into the approach and changes to community partnerships, outreach, and services and the program's plans for the coming year. The report will address gaps in information for further assessment.
- 4) During each July to June period of the subcontract term, the Provider shall ensure that any ACT supervisor, will participate in an ACT train-the-trainer webinar for ACT supervisors, unless previously completed.
  - 5) During each July to June period of the subcontract term the Provider shall ensure that at least one direct service sexual assault program staff member, who is in a non-supervisory role, attend an advocate meeting/training coordinated by the Council.
  - 6) The Provider's executive director/chief executive officer or a substitute, pre-approved by the Council, must attend the annual leadership institute conducted by the Council. The Council will provide additional information regarding what travel costs will be covered.
  - 7) The Provider shall complete an annual survey, provided by the Council, to address enhanced service delivery, ways the Council may provide assistance, and future statewide initiatives.
  - 8) The Provider shall complete an electronic SANE (Sexual Assault Nurse Examiner) Report at the end of every six (6) month period to provide data on medical forensic exams conducted for each county served.
  - 9) During each July to June period of the subcontract term the Provider shall ensure that the sexual assault program director participates in the quarterly Sexual Assault Program Directors' Conference Call. The purpose of the calls is to address the unique needs and concerns of those who coordinate sexual assault service provision.
- b. Task Limits.
- 1) All tasks shall be provided within the State of Florida.

- 2) The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.
  - 3) Sexual assault victims shall not be charged for services rendered.
  - 4) The Provider agrees that funds under this subcontract will not be used to conduct public awareness or community education campaigns or related activities. Contract funds may be used to inform or educate sexual assault victims about available services.
- c. The Provider shall remain operational and provide reports for the entire subcontract period, even if the deliverables have been met before the subcontract ending date.

## 2. Staffing Requirements.

- a. Staffing Levels. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall designate a project manager, identified in Section III.D.4. of the Standard Subcontract, who is responsible for subcontract compliance and who will be the primary point of contact for the Council on progress and all work products.
- 1) The Provider shall submit job descriptions, resumes and any other credentials for all staff funded under this subcontract to the contract manager.
  - 2) The Provider shall require all staff funded under this subcontract to maintain timesheets signed by each individual and their supervisor to account for their time.
  - 3) The Provider shall notify the Council contract manager in writing within five (5) working days of hiring and/or terminating staff funded under this subcontract. Notifying other individuals at the Council does not meet this requirement. For new hires, notification shall include a resume and job description (if not previously provided). The contract manager should be contacted to determine if a budget revision is necessary. Reference the applicable subcontract numbers in the subject line of all emails.
  - 4) If any information on the Provider Contact Information Form changes, the Provider shall submit a revised form within five (5) working days of the change to the contract manager. This includes the primary or secondary point of contact.
  - 5) The Provider shall notify the Council one week *prior* to a change of address and submit a revised Provider Contact Information Form within five (5) working days.
  - 6) The Provider shall designate a leadership position of sexual assault program director, manager, or coordinator funded at one-hundred (100) percent for sexual assault, regardless of funding source. The Provider shall identify the name, title, and job description for that individual and attest that one-hundred (100) percent of their time will be devoted to sexual assault services and/or related sexual assault program activities during the subcontract period. In circumstances where job duties requiring supervision of staff that spend some of their time on non-sexual assault program duties, the Council may approve funding at seventy-five (75) percent FTE for sexual assault. In this case, the agency must demonstrate that the position's primary responsibility is sexual violence leadership and a minimum of three-quarters of the person's time is spent on direct services, outreach, system coordination or supervision directly related to sexual assault. Other exceptions to the requirement may be considered; determinations will be made based in part on the hardship and whether the provider's service numbers meet or exceed the average of those for programs serving similar sized populations.

- 7) The Provider shall assign at least twenty-five percent (25) percent FTE to any TF- or GR-funded position to provide sexual assault victim services and/or related activities during the subcontract period.
- 8) Direct service staff funded in part or in full through the Council must have one-hundred (100) percent) of their time designated to sexual assault service provision, regardless of funding source. The Council may approve sexual assault program positions to be funded at seventy-five (75) percent FTE; determinations will be made based in part on hardship and whether the provider's service numbers meet or exceed the average of those programs serving similar sized populations. Exceptions to the requirement include on-call advocates and helpline staff. The focus of personnel funding should be devoted to providing sexual assault services.
- 9) If operating a sexual assault-only helpline (a helpline that is exclusively advertised and operated for sexual assault assistance), associated costs are allowable.
- 10) If operating a multi-service helpline where twenty-five (25) percent or fewer of the calls are specific to sexual assault:
  - a) Non-personnel expenses (e.g., equipment, phone line) may be covered equal to the percentage of sexual assault calls received, averaged from previous June 1 through May 31 period.
  - b) The only multi-service helpline personnel costs that may be covered by funds under this subcontract are those associated with sexual assault training time (Advocacy Core Training plus eight (8) hours of annual ongoing training).
- b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law and/or the Council, and experience necessary to successfully carry out their duties.
- c. Subcontractors. The Provider may, *only* with prior written approval of the Council, enter into written subcontracts for performance under this subcontract. No subcontract agreement that the Provider enters into with respect to performance under this subcontract shall in any way relieve the Provider of any responsibility for performance of its subcontract responsibilities with the Council. Any subcontract issued by the Provider must align with subcontract requirements identified herein.

### 3. Service Location and Equipment.

- a. Service Delivery Locations. The Provider shall provide services from its established Florida-based office(s) or other off-site location(s) approved by the Council.
- b. Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant. The Provider shall, within its ability, make reasonable accommodations and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodations/modifications are: 1) designated parking, 2) ramp access to building, 3) alternative formats available for documents, 4) accessible restroom facilities, 5) accessible doors and doorways and 6) a sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this subcontract.
- c. The Provider's physical environment must provide for the comfort and dignity of its clients. The Provider shall maintain offices conducive to service provision in a private, confidential manner.

- d. Service Times. The Provider's office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding state-sanctioned holidays.

#### 4. Deliverables.

- a. Deliverables. See Attachment I, Section C.1.a.
- b. Reports. The mere receipt of reports by the Council shall not be construed to mean or imply approval. Although submitted by the due date, incomplete reports will not be considered received. If not rectified by the due date, late penalties will be applied. The Council reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Council, at its option, may allow additional time within which the Provider may remedy the objections noted or, after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Council may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Council until required reports have been submitted and/or corrected. See Attachment I, Section E. for additional submission requirements. Deliverable deadlines may be extended upon written request of and approval by the Council contract manager. Reports shall be uploaded to the web version of Track-It! document management system with the subcontract number indicated in the notes section, unless otherwise advised. The Provider shall timely submit the following reports to the Council:
- 1) Monthly Sexual Violence Data Registry (SVDR) Data.
    - a) The Provider shall document all primary and secondary sexual assault victims served and the services provided with funds from this subcontract in the SVDR, by the 10<sup>th</sup> 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 10<sup>th</sup>.
    - 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 10<sup>th</sup> 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).
  - 2) Quarterly Expenditure Report (QER). The Provider shall submit a completed QER form, incorporated herein by reference, to the Council contract manager to verify that funds are: 1) spent on allowable costs, 2) limited to no more than fifteen (15) percent in administrative expenses, and 3) used to enhance the provision of services and increase the number of victims served. The report shall be due by the 15<sup>th</sup> day of the month following the quarter in which services were provided, summarizing all expenditures. This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.
    - a) At the time of each QER submission, the Provider shall also provide the minutes of any Board of Directors meetings held during the previous quarter.
  - 3) Community Assessment Report. The Provider shall submit a Community Assessment Report (CAR) by the 10<sup>th</sup> of the month following each quarter, detailing progress for each phase of the community assessment. The Council will provide the form and instructions for completion.

- 4) SANE Report. The Provider shall complete the SANE Report form, incorporated herein by reference, at the end of every six (6) month period to provide data on medical forensic exams conducted for each county served. The report for the period of July through December 30 shall be completed by January 10 each year. The report for the period of January through June shall be completed by July 10 each year.
- 5) 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 subcontract year. This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.
- 6) Annual Financial Reports (TF and GR). The Provider shall submit two (2) completed Annual Financial Report forms, incorporated herein by reference, for Rape Crisis Program Trust Funds and General Revenue funds to the Council contract manager by July 15. The report shall identify total expenditures, specific to this and only this subcontract, for the preceding subcontract year. Any remaining funds will be deducted from the final invoice payment. The Provider will be contacted by the contract manager if that deduction is insufficient to cover the remaining funds total. The balance must be remitted to the Council by July 30.
- 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 a manner as to be accessible by the Council upon demand. Where permitted under applicable law, access by the public shall be permitted without delay. See Standard Subcontract, I. D. Audits, Records and Records Retention.

**5. Performance Specifications.**

a. Monitoring and Evaluation Methodology.

- 1) By execution of this subcontract the Provider hereby acknowledges and agrees that its performance under the subcontract shall meet the standards and be bound by the conditions set forth herein. If the Provider fails to meet these standards, the Council, at its exclusive option, may allow up to six (6) months for the Provider to remedy deficiencies identified by the Council or

its agent. If the Council affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Council will terminate the subcontract in the absence of any extenuating or mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive right of the Council.

- 2) The Provider shall comply with the requirements of the Council's Standard Subcontract, Section I.E., with reference to monitoring by the Council. The Provider agrees to fully cooperate with the Council in the conduct of both performance and financial audits. The Provider will be evaluated through onsite monitoring visits and desk reviews of reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this subcontract and is not to be construed as a limitation upon them. The Provider agrees to include these audit and record keeping requirements in all approved subcontracts and assignments that result from this subcontract.

## 6. Provider Responsibilities.

- a. **Provider Unique Activities.** The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Attachment I, Section C.1.a. By execution of this subcontract, the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.
- b. **Legal Actions.** The Provider shall notify the Council of any legal actions or civil rights complaints filed against them related to the services provided through this subcontract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Council. The Council's contract manager will be notified within ten (10) calendar days of the Provider becoming aware of such actions or complaints or from the day of the legal filing, whichever comes first.
- c. **Contact Information.** The Provider shall submit a Provider Contact Information Form to the Council contract manager prior to execution of this subcontract. Contact information changes must be documented on a revised Provider Contact Information Form and submitted to the Council contract manager within five (5) working days of occurrence. Notifying other individuals at the Council does not meet this requirement. Staff contacts identified by the Provider on the Provider Contact Information Form shall be accessible via e-mail throughout the subcontract period and respond timely to Council contract manager communications. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number(s) applicable to the correspondence. **Reference subcontract numbers in the subject line of all emails.**
- d. The Provider shall comply with all of its own internal, agency-specific policies and procedures if they are more restrictive than what is required under this subcontract, including but not limited to: 1) financial management, 2) personnel, 3) board of directors' roles and responsibilities, 4) operations, 5) conflict of interest and 6) document retention.
- e. The Provider shall ensure that any staff travel expenses incurred beyond the local community and funded under this subcontract will be identified on a completed State of Florida Voucher for Reimbursement of Travel Expenses, incorporated herein by reference and maintained by the Provider. Local mileage must be maintained on either a mileage log or the state voucher form to document per trip the destination (i.e., the person/organization if not a victim), number of miles traveled, the purpose of travel and how it relates to sexual assault activities, and date of travel along with the name of the person to be reimbursed. Travel logs are to be submitted with quarterly expenditure reports.



## 7. Council Responsibilities.

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

## D. Method of Payment.

### 1. Payment.

- a. The TF award amount for the period of July 1, 2019 through June 30, 2020 is **\$57,076.00**. The GR award amount for the period July 1, 2019 through June 30, 2020 is **\$98,782.00**.
- b. The Council shall pay the Provider for the delivery of service provided in accordance with the terms of this subcontract for a total dollar amount not to exceed the amount identified herein, subject to the availability of funds.
- c. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (Attachment III). The Provider may ONLY use the current invoice form provided by the Council. Alternate versions will not be accepted.
- d. All invoices shall be submitted to the Council contract manager by the 10th of each month following the month of service. If this subcontract is not executed timely, the first invoice submitted by the Provider may include a request for payments assigned to the previous month(s) during the subcontract period.
- e. Any payment due under the terms of this subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Council. This includes any necessary adjustments that have been requested and approved by the Council. It is agreed that the Council's determination of acceptable service shall be conclusive.
- f. The Provider agrees to refund to the Council any payments made by the Council which are subsequently disallowed or unused, pursuant to the terms of this subcontract. Such refunds shall be due within thirty (30) days following the end of the subcontract period or from the time an overpayment is discovered, whichever is earlier.
- g. **The provider will make every effort to spend all funds by the end of the subcontract year.** When unavoidable, the amount of remaining funds will be confirmed by the contract manager based on a review of the Provider's Annual Financial Report. The amount of remaining funds will be deducted from the final invoice payment. If the deducted amount is insufficient to cover total remaining funds the Provider will be notified by the contract manager of the balance to remit, which shall be due to the Council by July 30.
- h. Financial Consequences. The following financial consequences shall be imposed unless the penalty is waived or reduced, at the discretion of the Council.
  - 1) Invoices not received by the due date shall result in a two (2) percent invoice amount reduction for every late day thereafter.
  - 2) Late submission of reports, and any other deliverables required under this subcontract that are not specifically assigned financial penalties, shall result in a two (2) percent invoice amount

reduction for every day after the due date. **Reports must be accurate and complete to be considered received.**

- 3) SVDR entries not fully and accurately completed by the due date shall result in a five (5) percent invoice amount reduction for every late day thereafter.
- 4) Notice and justification of no monthly services in the SVDR not submitted to the contract manager by the 10th of the month following the month of service (or at the time the SVDR data is entered; whichever comes first) shall result in a five (5) percent invoice amount reduction for every late day thereafter.
- 5) Any corrective actions (to include but not limited to monitoring reports) not submitted by the due date shall result in a two (2) percent invoice amount reduction for every day thereafter.
- 6) Non-participation in annual helpline training and/or monitoring shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period.
- 7) Non-participation in the live Council ACT train-the-trainer webinar shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period.
- 8) Non-participation in an advocate meeting coordinated by the Council shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period.
- 9) Non-participation by the Provider's sexual assault program director in the quarterly Sexual Assault Program Directors' Conference Call shall result in a two (2) percent reduction in the monthly invoice payment for that period.
- 10) Failure to submit a completed annual survey provided by the Council as specified shall result in a \$25 reduction in the monthly invoice payment for that period.
- 11) Absence from the annual leadership summit without prior Council approval shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period. Any absence or substitution shall be communicated to the Council at least five (5) working days prior to the Summit.
- 12) Failure to notify the Council contract manager in writing within five (5) working days of any of the following shall result in a two (2) percent invoice penalty for every late day thereafter. Notification shall include submission of a revised Provider Contact Information Form, as appropriate.
  - a) Subcontract-funded staff hired, replaced and/or terminated.
  - b) Changes to any information on the Provider Contact Information Form (to include replacement of the Provider's primary, or secondary point of contact for this subcontract).
  - c) One week prior notification of change of address.
- 13) Multiple penalties shall be added for a total amount to be deducted from an invoice.
- 14) 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>
  - a. Any additional documents should be submitted in a separate work order. Do not modify a previous work order.

## F. Special Provisions.

### 1. Cost proposals.

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

- d. Prior approval shall be obtained from the Council contract manager for any travel and/or training not specifically identified and approved in the current cost proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval. Attending staff should appear in the salary portion of the budget or they must be approved by the contract manager. Allow seven (7) business days for an approval.
  - e. The Provider shall ensure all activities related to printing/advertising/ promotional item costs are proofed and approved by December 31; with the exception of activities and costs related to Sexual Assault Awareness Month (SAAM). Printing/advertising/ promotional items are to be distributed during the subcontract year, not purchased at the end of the year for another contract period.
    - 1) The Provider shall ensure all SAAM event printing/advertising/brochures/ promotional items are proofed and approved no later than February 28.
    - 2) No cost proposal revisions related to SAAM will be accepted after February 28.
  - f. The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the subcontract period.
  - g. Cost proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Council contract manager.
2. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and email throughout the subcontract period and respond timely to requests by the Council. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number(s) applicable. Reference subcontract numbers in the subject line of all emails.
3. **Publication Requirement.** The Provider shall submit for review one draft of all proposed publications resulting from this subcontract prior to printing. The Provider shall submit for review one draft of all proposed media or program advertisements at least twenty (20) days prior to public release. Any publications, media or program advertisements shall contain the following statement:

If funded by the Rape Crisis Program Trust Fund:

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

If funded by (DOH) General Revenue funds:

"This publication was made possible by General Revenue funds administered by the State of Florida, Department of Health (DOH) and the Florida Council Against Sexual Violence (FCASV)." *and if a disclaimer is appropriate*, "The contents are solely the responsibility of the authors and do not necessarily represent the official views of DOH or FCASV."

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

"This publication was made possible by the Rape Crisis Trust Fund and General Revenue funds administered by the State of Florida, Department of Health (DOH) and the Florida Council Against Sexual Violence (FCASV)." *and if a disclaimer is*

appropriate, "The contents are solely the responsibility of the authors and do not necessarily represent the official views of DOH or FCASV."

4. If an audit is performed, although not required by Attachment II, herein, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Council contract manager within forty-five (45) days after delivery of the audit report, but no later than six (6) months after the Provider's fiscal year end. The Provider shall notify the Council contract manager, in writing, of the date the audit was approved by its Board of Directors.
5. If the Provider's certification status is revoked and all appeals (in accordance with FCASV's Certification Appeals Process) have been denied, this subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more, but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.
6. This subcontract shall be terminated within 60 days of the Council being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.
7. **Whistleblower's Act.** In accordance with subsection 112.3187(2), F.S., the Provider and any approved subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that create substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.
8. **Subcontract Renewal.** This subcontract may be renewed on a yearly basis for a period that may not exceed three (3) years or the term of the original subcontract, whichever period is longer, and shall be subject to the same terms and conditions. The renewal of these funds is contingent upon satisfactory performance evaluations by the Council and subject to the availability of funds. Each renewal shall be by mutual consent of both parties and evidenced in writing. The renewal subcontract may not include any compensation for costs associated with the renewal process.

**ATTACHMENT II  
EXHIBIT – 1**

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

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

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

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

CSFA# <u>64.061</u> Title <u>Rape Crisis Program Trust Fund – Sexual Battery Victims’ Access to Services Act</u>	\$224,190.00
CSFA# <u>64.069</u> Title: <u>Rape Crisis Centers</u>	\$395,128.00
<b>TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.:</b>	<b><u>\$619,318.00</u></b>
Financial assistance <u>not subject</u> to Sec. 215.97, F.S. or 2 CFR Part §200.40:	\$ <u> </u>

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

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

**Matching and Maintenance of Effort \***

Matching resources for federal program(s):

Program:  N/A  CFDA#   Title   \$

Maintenance of Effort (MOE):

Program:  N/A  CFDA#   Title   \$

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

**ATTACHMENT III**

Provider: Palm Beach County		Subcontractor Number: 16TFGR26													
Address: 20 S. Military Trail, West Palm Beach, FL, 33415		Telephone Number:													
<b>Service Period</b> (check one)		<b>TF Monthly Rate</b>	<b>GR Monthly Rate</b>												
Jul-19 <input type="checkbox"/>	Nov-19 <input type="checkbox"/>	Mar-20 <input type="checkbox"/>													
Aug-19 <input type="checkbox"/>	Dec-19 <input type="checkbox"/>	Apr-20 <input type="checkbox"/>													
Sept-19 <input type="checkbox"/>	Jan-20 <input type="checkbox"/>	May-20 <input type="checkbox"/>													
Oct-19 <input type="checkbox"/>	Feb-20 <input type="checkbox"/>	June-20 <input type="checkbox"/>													
		July 2019 – May 2020 \$4,756.00	July 2019 – May 2020 \$8,231.00												
		June 2020 \$4,760.00	June 2020 \$8,241.00												
<b>Summary of Payments</b>		<b>(FOR FCASV USE ONLY)</b>													
	<table border="1" style="margin-left:auto; margin-right:auto;"> <thead> <tr> <th></th> <th>TF</th> <th>GR</th> </tr> </thead> <tbody> <tr> <td>SFY 2019-20 Allocation:</td> <td style="text-align:right;">\$57,076.00</td> <td style="text-align:right;">\$98,782.00</td> </tr> <tr> <td>Amount of this invoice:</td> <td style="text-align:right;">\$</td> <td style="text-align:right;">\$</td> </tr> </tbody> </table>		TF	GR	SFY 2019-20 Allocation:	\$57,076.00	\$98,782.00	Amount of this invoice:	\$	\$	July 2019-May 2020 combined Monthly Total: \$12,987.00  June 2020 combined total: \$13,001.00  <b>Penalties:</b>  _____ \$ _____  _____ \$ _____  Total: \$ _____				
	TF	GR													
SFY 2019-20 Allocation:	\$57,076.00	\$98,782.00													
Amount of this invoice:	\$	\$													
(NOTE: ALL FUNDS MUST BE ENCUMBERED BY June 30 <sup>th</sup> .)															
I certify that the above report is a true and correct reflection of this period's activities, as stipulated in this contract.															
_____ Signature of Provider Agency Official	_____ Date	<table border="1" style="margin-left:auto; margin-right:auto;"> <thead> <tr> <th></th> <th>TF</th> <th>GR</th> </tr> </thead> <tbody> <tr> <td>Invoice Request</td> <td style="text-align:right;">\$</td> <td style="text-align:right;">\$</td> </tr> <tr> <td>Less Penalty</td> <td style="text-align:right;">\$</td> <td style="text-align:right;">\$</td> </tr> <tr> <td>Amount Approved</td> <td style="text-align:right;">\$</td> <td style="text-align:right;">\$</td> </tr> </tbody> </table>			TF	GR	Invoice Request	\$	\$	Less Penalty	\$	\$	Amount Approved	\$	\$
	TF	GR													
Invoice Request	\$	\$													
Less Penalty	\$	\$													
Amount Approved	\$	\$													
_____ Print Name and Title		_____ Signature													
_____ Phone #		Total Approved For Payment By The Council: \$ _____  _____ Date													

CFSA No. 41.010FLORIDA 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," and jointly referred to as the "Parties." The number assigned to this subcontract is 19OAG26.

**THE PARTIES AGREE:****I. PROVIDER AGREES TO THE FOLLOWING:****A. To provide services in accordance with the terms specified in Attachment I.****B. Governing Law**

1. State of Florida Law: This subcontract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida. Each party will perform its obligations in accordance with the terms and conditions of this subcontract.

**C. Audits, Records (including electronic storage media), and Records Retention**

1. To establish and maintain books, records, and documents 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 pertinent to this subcontract for a period of six 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 years, the records must 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 this subcontract and at the request of the Council, Provider will, at its expense, cooperate with the Council in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Council and state and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this subcontract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
6. If Provider is a recipient or subrecipient as specified in Attachment II, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
  - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this subcontract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's 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.
  - b. 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 for Provider to fulfill its obligations under this subcontract.
 All documentation required by this section is subject to review by the Council and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
  - c. Ensure that funding received under this subcontract in excess of expenditures is remitted to the Council within 30 days of the end of each subcontract year and the subcontract end date.
7. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Council to perform the services required by the subcontract. Upon request from the Council, provide the Council with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed. Upon completion of the subcontract, Provider will meet all applicable requirements



for retaining public records. The Council may unilaterally terminate this subcontract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this subcontract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

8. **Cooperation with Inspectors General:** To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
- D. Monitoring by the Council:** To permit persons duly authorized by the Council to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this subcontract, and interview any clients or employees of Provider to assure the Council of satisfactory performance of the terms and conditions of this subcontract. Following the Council's monitoring, at its sole and exclusive direction, the Council may provide Provider with a written report or take other actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, and termination of this subcontract for cause.
- E. Indemnification**
  1. Provider is liable for and will 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 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. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Council within seven days after certified mail or courier delivery notice from the Council. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Council. The Council's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.
- F. 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 contract and any renewal(s) and extension(s) of it. Upon execution of this subcontract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this subcontract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this subcontract. Upon the execution of this subcontract, Provider must 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.
- G. 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 except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
- H. 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 will not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with this subcontract. In addition, this subcontract will bind the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the Council.
  2. Provider will be responsible for all work performed and all expenses incurred for this subcontract. If the Council permits Provider to subcontract all or part of the work contemplated under this subcontract, including entering into subcontracts with vendors for services or commodities, the Council will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Council permits Provider to subcontract, such permission will be indicated in Attachment I.
- I. Return of Funds:** 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 paid to Provider by the Council. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the

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 Provider in writing of such a finding. Should repayment not be made in the time specified by the Council, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

- J. Transportation Disadvantaged:** If clients are to be transported under this subcontract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code.
- K. Independent Capacity of the Provider**
1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this subcontract.
  2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this subcontract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Council unless specifically authorized to do so.
  3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not 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. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are 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 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 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 Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.
- L. Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of subcontract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- M. Information Security:** Maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this subcontract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes.
- N. Venue:** Venue for any legal actions arising from this subcontract will be in Leon County, Florida.

## II. METHOD OF PAYMENT

- A. Subcontract Amount:** The Council agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed \$19,756.00 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 subcontract or from any other source are not eligible for reimbursement under this subcontract.

## III. PROVIDER SUBCONTRACT TERM

- A. Effective and Ending Dates:** This subcontract will begin on July 1, 2019, or on the date on which the subcontract has been signed by both parties, whichever is later, and shall be retroactive to that date if executed thereafter. It will end on June 30, 2020.
- B. Termination**
1. Termination at Will: This subcontract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must 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 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Council will be the final authority as to the availability and adequacy of funds.
  3. Termination for Breach: This subcontract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. If applicable, the Council will employ the default provisions in Rule 60A-1.006(3), Florida

Administrative Code. Waiver of breach of any provisions of this subcontract will not be deemed to be a waiver of any other breach and will 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. In the event this subcontract is terminated, Provider will be compensated for any deliverables completed prior to the Council's notification to Provider of subcontract termination.

**C. Renegotiation or Modification:** Modifications of provisions of this subcontract will only be valid when they have been reduced to writing and duly signed by both parties.

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

- 1. The name (Provider name as shown on page 1 of this subcontract) and mailing address of the official payee to whom the payment shall be made is:
- 2. The name of the contact person and street address where financial and administrative records are maintained is:

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

Contact Person: Douglas Cioffero  
Address: 20 S. Military Trail  
City, State Zip: West Palm Beach, FL 33415

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

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

Administrative Contact: Holly DiBenedetto  
Address: 200 W. Atlantic Ave. Suite 1E-301  
City, State Zip: Delray Beach, FL 33444  
Phone: 561-274-1500

- 5. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party.

**E. All Terms and Conditions Included**

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

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

IN WITNESS THEREOF, the parties hereto have caused this twenty-four (24) page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: Palm Beach Co. Victim Services

Florida Council Against Sexual Violence

SIGNED BY: *Stephanie Sejnoha*

NAME: Stephanie Sejnoha

TITLE: Director, Public Safety Department

DATE: 7/12/19

SIGNED BY: *Jennifer L. Dritz*

NAME: JENNIFER L. DRITZ, LCSW

TITLE: EXECUTIVE DIRECTOR

DATE: 7/12/2019

APPROVED AS TO TERMS  
AND CONDITIONS

*Michele Bishop*  
Signature

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY *[Signature]*  
County Attorney

## ATTACHMENT I

### A. Services To Be Provided

#### 1. Definitions of Terms

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

### B. General Description.

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

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

- c. Client Determinations. The Provider shall not deny services to any person on account of race, religion, national origin, sex, age, disability, sexual orientation, gender identity, citizenship, marital status, language spoken, and immigration status. In the event of any disputes regarding the eligibility of clients, the determination made by the Council is final and binding on all parties.
- d. Subcontract Limits. All services shall be performed during the subcontract period. The amount of services to be provided is limited to the amount of annual funds available and to those services listed in Attachment I, Section C.1.a., herein.

### C. Manner of Service Provision.

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

b. Task Limits.

- 1) All tasks shall be provided within the State of Florida.
- 2) The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.
- 3) Sexual assault victims shall not be charged for services rendered.
- 4) The Provider agrees that funds under this subcontract will not be used to conduct public awareness or community education campaigns or related activities. Contract funds may be used to support, inform, or educate sexual assault victims about available services.

- c. The Provider shall remain operational and provide reports for the entire subcontract period, even if the deliverables have been met before the subcontract ending date.

**2. Staffing Requirements.**

- a. Staffing Levels. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall designate a project manager, identified in Section III.D.4. of the Standard Subcontract, who is responsible for subcontract compliance and who will be the primary point of contact for the Council on progress and all work products.

- 1) The Provider shall submit job descriptions, resumes and any other credentials for all staff funded under this subcontract to the contract manager.
- 2) The Provider shall require all staff funded under this subcontract to maintain timesheets signed by each individual and their supervisor to account for their time.
- 3) The Provider shall notify the Council contract manager in writing within five (5) working days of hiring, replacing and/or terminating staff funded under this subcontract. Notifying other individuals at the Council does not meet this requirement. For new hires, notification shall include a resume and job description (if not previously provided). The contract manager should be contacted to determine if a budget revision is necessary. Reference the applicable subcontract numbers in the subject line of all emails.
- 4) If any information on the Provider Contact Information Form changes, the Provider shall submit a revised form within five (5) working days of the change to the contract manager. This includes the primary or secondary point of contact.
- 5) The Provider shall notify the Council one week *prior* to a change of address and submit a revised Provider Contact Information Form within five (5) working days.
- 6) The Provider shall designate a leadership position of sexual assault program director, manager, or coordinator funded at one-hundred (100) percent for sexual assault, regardless of funding source. The Provider shall identify the name, title, and job description for that individual and attest that one-hundred (100) percent of their time will be devoted to sexual assault services and/or related sexual assault program activities during the subcontract period. In circumstances where job duties requiring

supervision of staff that spend some of their time on non-sexual assault program duties, The Council *may* approve funding at seventy-five (75) percent FTE for sexual assault. In this case, the agency must demonstrate that the position's primary responsibility is sexual violence leadership and a minimum of three-quarters of the person's time is spent on direct services, outreach, system coordination or supervision directly related to sexual assault. Other exceptions to the requirement may be considered.

- 7) The Provider shall assign at least twenty-five (25) percent FTE to any position funded under this subcontract to provide sexual assault victim services and/or related activities during the subcontract period. If twenty-five (25) percent exceeds the amount of the award, assign the maximum possible.
- 8) Direct service staff funded in part or in full through the Council must have one hundred (100) percent of their time designated to sexual assault service provision regardless of funding source. The Council contract manager may approve sexual assault program positions to be funded at seventy-five (75) percent FTE. Exceptions to the requirement include on-call advocates and helpline staff. The focus of personnel funding should be devoted to providing sexual assault services.
- 9) If operating a sexual assault-only helpline (a helpline that is exclusively advertised and operated for sexual assault assistance), associated costs are allowable.
- 10) If operating a multi-service helpline where twenty-five (25) percent or fewer of the calls are specific to sexual assault:
  - a) Non-personnel expenses (e.g., equipment, phone line) may be covered equal to the percentage of sexual assault calls received, averaged from previous June 1 through May 31 period.
  - b) The only helpline personnel costs that may be covered by funds under this subcontract are those associated with sexual assault training time (Advocacy Core Training plus eight (8) hours of annual ongoing training).
- b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law and/or the Council, and experience necessary to successfully carry out their duties.
- c. Subcontractors. The Provider may, *only* with prior written approval of the Council, enter into written subcontracts for performance under this subcontract. No subcontract agreement that the Provider enters into with respect to performance under this subcontract shall in any way relieve the Provider of any responsibility for performance of its subcontract responsibilities with the Council. Any subcontract issued by the Provider must align with subcontract requirements identified herein.

### **3. Service Location and Equipment.**

- a. Service Delivery Locations. The Provider shall provide services from its established Florida-based office(s) or other off-site location(s) approved by the Council.
- b. Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant. The Provider shall, within its ability, make reasonable



accommodations and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodations/modifications are: 1) designated parking, 2) ramp access to building, 3) alternative formats available for documents, 4) accessible restroom facilities, 5) accessible doors and doorways and 6) a sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this subcontract.

- c. The Provider's physical environment must provide for the comfort and dignity of its clients. The Provider shall maintain offices conducive to service provision in a private, confidential manner.
- d. Service Times. The Provider's office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding state-sanctioned holidays.

#### 4. Deliverables.

- a. Deliverables. See Attachment I, Section C.1.a.
- b. Reports. The mere receipt of reports by the Council shall not be construed to mean or imply approval. Although submitted by the due date, incomplete reports will not be considered received. If not rectified by the due date, late penalties will be applied. The Council reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Council, at its option, may allow additional time within which the Provider may remedy the objections noted or after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Council may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Council until required reports have been submitted and/or corrected. See Attachment I, Section 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 fifteen (15) percent in administrative expenses, and 3) used to enhance the provision of services and increase the number of victims served. The report shall be due by the 15<sup>th</sup> day of the month following the quarter in which services were provided, summarizing all expenditures. This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.
    - a) At the time of each QER submission, the Provider shall also provide the minutes of any Board of Directors meetings held during the previous quarter.
  - 2) OAG Program Activity Report. The Provider shall complete the monthly electronic OAG Program Activity Report form, incorporated herein by reference, by the 10<sup>th</sup> of the month following the month in which services were provided, to document achievement of service tasks identified in Section C.1.a. of this subcontract. At the discretion of the Council, Program Activity Reporting requirements may be modified during the subcontract term.

3) Monthly Sexual Violence Data Registry (SVDR).

- a) The Provider shall document all primary and secondary sexual assault victims served and the services provided with funds from this subcontract in the SVDR, by the 10<sup>th</sup> 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 10<sup>th</sup>.
  - b) All helpline calls shall be entered as aggregate counts, not distinguished by funding source. The Provider shall retain documentation of the SVDR number assigned to a client receiving a service in addition to helpline assistance. This shall be done in accordance with the manner prescribed by the Council.
  - c) If no services were provided in any given month, the Provider shall submit an explanation to the contract manager by the 10th of the month following the month in which services were to be provided (or at the time the SVDR data is entered; whichever comes first).
- 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) Annual Financial Report. The Provider shall submit a completed Annual Financial Report form, incorporated herein by reference, to the Council contract manager by July 15. The report shall identify total expenditures, specific to this and only this subcontract, for the preceding subcontract year. Any remaining funds will be deducted from the final invoice payment. The Provider will be contacted by the contract manager if that deduction is insufficient to cover the remaining funds total. The balance must be remitted to the Council by July 30.
- 6) Other Reports. The Provider shall furnish such other reports and information that the Council may require within the time requested.

c. Records and Documentation.

- 1) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Council harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, and promises to defend the Council against the same at its expense.
- 1) The Provider shall, at its own cost, provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential data in accordance with s. 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also, at its own cost, implement measures deemed appropriate by the Council to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.

- 2) The Provider shall maintain all required records pursuant to the subcontract in such a manner as to be accessible by the Council upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

## 5. Performance Specifications.

### a. Outcomes and Outputs.

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

### b. Monitoring and Evaluation Methodology.

- 1) By execution of this subcontract the Provider hereby acknowledges and agrees that its performance under the subcontract shall meet the standards and be bound by the conditions set forth herein. If the Provider fails to meet these standards, the Council, at its exclusive option, may allow up to six (6) months for the Provider to remedy deficiencies identified by the Council or its agent. If the Council affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Council will terminate the subcontract in the absence of any extenuating and/or mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive right of the Council.
- 2) The Provider shall comply with the requirements of the Council's Standard Subcontract, section I.D., with reference to monitoring by the Council. The Provider agrees to fully cooperate with the Council in the conduct of both performance and financial audits. The Provider will be evaluated through onsite monitoring visits and desk reviews of reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this subcontract and is not to be construed as a limitation upon them. The Provider agrees to include these audit and record keeping requirements in all approved subcontracts and assignments that result from this subcontract.

## 6. Provider Responsibilities.

- a. Provider Unique Activities. The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Attachment I, Section C.1.a. By execution of this subcontract the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.
- b. Legal Actions. The Provider shall notify the Council of any legal actions or civil rights complaints filed against them related to the services provided through this subcontract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Council. The Council's contract manager will be notified within ten (10) calendar days of the Provider becoming aware of such actions or complaints or from the day of the legal filing, whichever comes first.

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

#### **7. Council Responsibilities.**

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

#### **D. Submission Schedule.**

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

## E. Method of Payment

### 1. Payment Clause.

- a. The Council shall pay the Provider for the delivery of service provided in accordance with the terms of this subcontract, subject to the availability of funds.
- b. The Provider shall request payment on a quarterly basis through the submission of a properly completed invoice (see Attachment III) to the Council in accordance with the following schedule. The initial invoice shall be submitted with this subcontract's signature pages for execution. Subsequent invoices are due October 10, 2019, January 10, 2020 and April 10, 2020. The final invoice for the retained ten (10) percent of allocated funds shall be submitted by July 10, 2020. The Provider may ONLY use the current invoice form (Attachment III) provided by the Council. Alternate versions will not be accepted and may delay payment to the next pay period.
- c. Ten (10) percent of funds allocated under this subcontract will be withheld from the second, third and fourth quarterly invoice payments. Upon approval by the Council and the Office of the Attorney General (OAG) that all performance measures have been successfully completed during the contract period, the ten (10) percent retained will be paid to the Provider, upon submission of the final invoice. Combined performance of all subcontractors may be considered by OAG to determine if withheld funds will be paid in full, in part, or not at all.
- d. Any payment due under the terms of this subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Council and necessary adjustments have been made and approved by the Council. It is agreed that the Council's determination of acceptable service shall be conclusive.
- e. The Provider agrees to refund to the Council any expenditure amounts which are subsequently disallowed pursuant to the terms of the subcontract. Such refunds shall be due within thirty (30) days following the end of the subcontract or from the time the overpayment is discovered, whichever is earlier.
- f. The provider will make every effort to spend all funds by the end of the subcontract year. When unavoidable, the amount of remaining funds will be confirmed by the contract manager based on a review of the Provider's Annual Financial Report. The amount of remaining funds will be deducted from the final invoice payment. If the deducted amount is insufficient to cover total remaining funds the Provider will be notified by the contract manager of the balance to remit, which shall be due to the Council by July 30.
- g. Financial Consequences. The following financial consequences shall be imposed unless the penalty is waived or reduced, at the discretion of the Council.
  - 1) Invoices not received by the due date shall result in a two (2) percent invoice amount reduction for every late day thereafter.
  - 1) Late submission of reports, and any other deliverables required under this subcontract that are not specifically assigned financial penalties, shall result in a two (2) percent invoice amount reduction for every day after the due date. **Reports must be complete to be considered received.**
  - 2) Data registry entries not fully completed timely shall result in a five (5) percent invoice amount reduction for every late day thereafter.

- 3) 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 business day thereafter. Notification shall include submission of a revised Provider Contact Information Form, as appropriate.
  - a) Subcontract-funded staff hired, replaced and/or terminated.
  - a) Changes to any information on the Provider Contact Information Form (to include replacement of the Provider's primary, secondary or SVDR point of contact for this subcontract).
  - b) One week prior notification of change of address.
- 4) Failure to complete the OAG Program Activity Report by the 10<sup>th</sup> of the month following the month in which services were provided shall result in a five (5) percent invoice amount reduction for every late day thereafter.
- 5) Multiple penalties shall be added for a total amount to be deducted from an invoice.
- 6) Execution of future subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables and requested information (to include monitoring report corrective actions).

## F. Special Provisions.

### 1. Cost proposals.

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

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

“This project was supported by AGREEMENT No. K04794 awarded by the State of Florida, Office of the Attorney General.”

4. Although an audit may not be required in accordance with Attachment II, if performed, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Council contract manager within 45 days after delivery of the audit report, but no later than six months after the Provider's fiscal year end. In addition, the Provider shall submit the Board meeting minutes approving the audit.
5. Anything that is produced or developed in connection with this subcontract shall be the exclusive property of the Office of the Attorney General and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the Provider or any other individual employed under this subcontract shall have any proprietary interest in any product(s) developed or produced under this subcontract.
6. If the Provider's certification status is revoked and all appeals (in accordance with FCASV's Certification Appeals Process) have been denied, this subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.
7. This subcontract shall be terminated within sixty (60) days of the Council being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.



## ATTACHMENT II

### FINANCIAL AND COMPLIANCE AUDIT

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

#### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part §200.500, formerly OMB A-133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, onsite visits by Council staff, limited scope audits, and/or other procedures. By entering into this agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the Council to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the Provider is a State or local government or a nonprofit organization as defined in 2 CFR Part §200.500.

1. In the event that the Provider expends \$750,000 or more in Federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part §200.501. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Council by this agreement. In determining the Federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including Federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part §200.502-§503. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 will meet the requirements of this part.
1. 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.
2. 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.)
3. 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 non-state entity as defined by Section 215.97(2), Florida Statutes.

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

## PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part §200.512 will be submitted by or on behalf of the Provider directly to each of the following:
  - A. The Council
  - A. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy to the Federal Audit Clearinghouse), at the following address:
 

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - B. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.

1. Pursuant to 2 CFR Part 200.521 the Provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Council.
2. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the Provider directly to each of the following:
  - A. The Council
  - A. 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
3. 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.
4. Providers, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part §500.512 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Provider in correspondence accompanying the reporting package.

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

The Provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Council, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Council.

**End of Text**

EXHIBIT – 1

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

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

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

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

Matching resources for federal program(s)  N/A  CFDA#   Title   \$    
 State financial assistance subject to Sec. 215.97, F.S.:  CSFA#41.010  Title:  The Florida Council Against Sexual Violence   
 TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.: \$19,756.00

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

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

**Matching and Maintenance of Effort \***

Matching resources for federal program(s):  
 Program:  N/A  CFDA#   Title   \$    
 Maintenance of Effort (MOE):  
 Program:  N/A  CFDA#   Title   \$

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

## 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-5.006, 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 Co. Victim Services	Subcontract Number: 19OAG26																		
Address: 20 S. Military Trail, West Palm Beach, FL, 33415	Telephone Number:																		
<p style="text-align: center;"><b><u>Service Period / Quarter / Final Payment</u></b> (check one)</p> Jul 2019 –Sept 2019 (invoice due upon execution) <input type="checkbox"/> Oct 2019–Dec 2019 (invoice due 10/15/19) <input type="checkbox"/> Jan 2020 – Mar 2020 (invoice due 1/15/20) <input type="checkbox"/> Apr 2020 – June 2020 (invoice due 4/15/20) <input type="checkbox"/> Final Payment (invoice due 7/15/20) <input type="checkbox"/>	<p style="text-align: center;"><b><u>OAG Quarterly Rate</u></b></p> Jul 2019 – Sept 2019 \$4,939.00 Oct 2019–Dec 2019 <u>\$4,280.46</u> Jan 2020 – Mar 2020 \$4,280.47 Apr 2020 – June 2020 \$4,280.47 Final Payment (retained funds) \$ 1,975.60																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;"><u>Summary of Payments</u></th> </tr> <tr> <th colspan="2" style="text-align: center;">OAG</th> </tr> <tr> <td style="width: 30%;">SFY 2019-20 Allocation:</td> <td style="text-align: right;">\$19,756.00</td> </tr> <tr> <td>Amount of this invoice:</td> <td style="text-align: right;">\$</td> </tr> </table> <p style="text-align: center; margin-top: 20px;">(NOTE: ALL FUNDS MUST BE ENCUMBERED BY June 30<sup>th</sup>.)</p> <p style="font-size: small;">I certify that the above report is a true and correct reflection of this period's activities, as stipulated in this contract.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">                 _____                  Signature of Provider Agency Official             </div> <div style="width: 45%;">                 _____                  Date             </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">                 _____                  Print Name and Title             </div> <div style="width: 45%;">                 _____                  Phone #             </div> </div>	<u>Summary of Payments</u>		OAG		SFY 2019-20 Allocation:	\$19,756.00	Amount of this invoice:	\$	<p style="text-align: center;"><b><u>(FOR FCASV USE ONLY)</u></b></p> <p style="text-align: center;"><b><u>Penalties:</u></b></p> <p style="text-align: right;">Quarterly Rate: \$ _____</p> <p><b><u>Description:</u></b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 80%;"></td> <td style="text-align: right; border-bottom: 1px solid black;">\$ _____</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right; border-bottom: 1px solid black;">\$ _____</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right; border-bottom: 1px solid black;">\$ _____</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right; border-bottom: 1px solid black;">\$ _____</td> </tr> <tr> <td style="text-align: right;"><b>Total:</b></td> <td style="text-align: right;"><b>\$ _____</b></td> </tr> </table> <p style="text-align: center; margin-top: 20px;"><b><u>Payment Approval</u></b></p> <p><b>Total Approved For Payment By The Council</b> \$ _____</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">                 _____                  Signature             </div> <div style="width: 45%;">                 _____                  Date             </div> </div>		\$ _____		\$ _____		\$ _____		\$ _____	<b>Total:</b>	<b>\$ _____</b>
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	\$ _____																		
	\$ _____																		
	\$ _____																		
	\$ _____																		
<b>Total:</b>	<b>\$ _____</b>																		

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0973

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

Page 1 of 1 pages

BGEX - 662-081519-1775  
BGRV - 662-081519-0519

FUND 1426 - Public Safety Grant

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 8/20/2019	REMAINING BALANCE
<b>Revenue</b>								
1426-662-3230-3429	RCP-State Grnt Other Public Safety	57,569	67,765	43,523		111,288		
1426-662-3231-3429	GR-State Grnt Other Public Safety	98,784	98,786	74,086		172,872		
1426-662-3235-3429	State Grnt Other Public Safety	6,826	19,756	14,817		34,573		
<b>Total Revenue and Balance</b>		<b>2,452,952</b>	<b>2,764,501</b>	<b>132,426</b>	<b>0</b>	<b>2,896,927</b>		
<b>Expense</b>								
1426-662-3230-1201	Salaries & Wages	36,344	46,541	32,280	0	78,821	38,609	40,212
1426-662-3230-2101	Fica-Taxes	2,249	2,249	2,002		4,251	2,347	1,904
1426-662-3230-2105	Fica Medicare	527	527	468	0	995	549	446
1426-662-3230-2201	Retirement Contributions-FRS	5,172	5,172	4,713	0	9,885	5,434	4,451
1426-662-3230-2301	Insurance-Life & Health	13,278	10,020	3,060	0	13,080	6,814	6,266
1426-662-3230-3401	Other Contract Services	0	2,158	1,000	0	3,158	2,338	820
1426-662-3231-1201	Salaries & Wages	82,998	82,270	45,457	0	127,727	66,651	61,076
1426-662-3231-2101	Fica-Taxes	5,146	5,146	2,819	0	7,965	3,916	4,049
1426-662-3231-2105	Fica Medicare	1,203	1,203	660	0	1,863	916	947
1426-662-3231-2201	Retirement Contributions-FRS	6,841	6,841	3,850	0	10,691	5,521	5,170
1426-662-3231-2301	Insurance-Life & Health	27,969	27,969	21,300	0	49,269	20,018	29,251
1426-662-3235-1201	Salaries & Wages	4,370	4,853	10,075	0	14,928	4,789	10,139
1426-662-3235-2101	Fica-Taxes	271	271	625	0	896	298	598
1426-662-3235-2105	Fica Medicare	63	63	146	0	209	70	139
1426-662-3235-2201	Retirement Contributions-FRS	688	688	1,471	0	2,159	707	1,452
1426-662-3235-2301	Insurance-Life & Health	1,434	1,434	2,500	0	3,934	908	3,026
<b>Total Appropriation and Expenditures</b>		<b>2,452,952</b>	<b>2,764,501</b>	<b>132,426</b>	<b>0</b>	<b>2,896,927</b>		

**PUBLIC SAFETY**  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval

Signatures: \_\_\_\_\_ Date: 8/23/19  
 \_\_\_\_\_ 9/24/19

By Board of County Commissioners  
At Meeting of \_\_\_\_\_  
10/8/2019  
Deputy Clerk to the \_\_\_\_\_