

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

Meeting Date: May 18, 2021

Consent Regular
 Ordinance Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) receive and file executed subcontract (#21RPE26) with the Florida Council Against Sexual Violence (FCASV) for the implementation of strategies to reduce sexual violence victimization or perpetration in the amount of \$225,000 for the period of February 1, 2021 through January 31, 2024; and
- B) approve a budget amendment of \$225,000 in the Public Safety Grants Fund to recognize the grant award.

Summary: Palm Beach County Victim Services (PBCVS) was competitively awarded a grant from the FCASV as a pass thru from the Center for Disease Control and Prevention (CDC) in the amount of \$225,000 for a three (3) year funding cycle for the period February 1, 2021 through January 31, 2024, to implement strategies to decrease sexual violence (SV) risk factors and increase SV protective factors in our target populations, girls age 11-22, men and boys, and members of the small business sector in Palm Beach County. PBCVS, along with community partners, will be implementing a combination of strategies based on promoting social norms that protect against violence; teaching skills to prevent SV; providing opportunities to empower and support girls; creating protective environments and supporting victims. This collaborative approach will reduce SV victimization, perpetration and risk factors for our target populations. Funding will support one existing Victim Services Project Coordinator who will manage and direct all prevention strategies. If grant funding ceases, the position associated with this grant will be deleted from the PBCVS complement. This subcontract was executed in accordance with Agenda Item 3X-3 dated January 10, 2006 which authorized the County Administrator or designee to execute FCASV grant contracts and amendments on behalf of the County. **No County matching funds are required. Countywide** (JW)

Background and Justification: PBCVS developed a proposal in response to a Request for Applicants (RFA) offered through FCASV. Contracts funded via the RFA use public health approaches to decrease SV risk factors and increase SV protective factors. PBCVS outlined a comprehensive strategic plan based on community needs to address promoting social norms and teaching skills, providing opportunities and leadership skills in young women and girls and creating protective environments. PBCVS strategy was selected for funding by the FCASV. The Catalog of Federal Domestic Assistance number is 93.136.

Attachments:

- 1) FCASV Executed Contract – 21RPE26
- 2) Budget Amendment Fund 1426 Public Safety Grants

Recommended By: *[Signature]* Department Director 4/8/21 Date

Approved By: *[Signature]* Deputy County Administrator 4/22/21 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Personal Services	\$50,000	\$75,000	\$75,000	\$25,000	
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>\$50,000</u>	<u>\$75,000</u>	<u>\$75,000</u>	<u>\$25,000</u>	

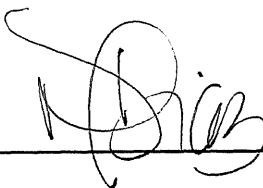
ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

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

Budget Account Exp No: Fund 1426 Department 662 Unit 3299 Object various
 Rev No: Fund 1426 Department 662 Unit 3299 RevSc 3129

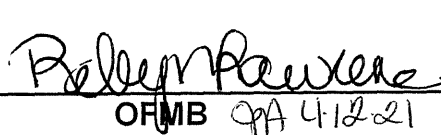
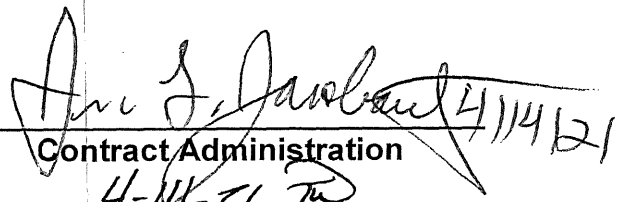
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Grant: FCASV (Sexual Assault) Program
 Fund: 1426 – Public Safety Grant
 Department: 662 – Public Safety
 Unit: 3299 – 21RPE26

Departmental Fiscal Review:  3/21/21

III. REVIEW COMMENTS

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

 4/13/21  4/14/21
 OFMB QA 4/12/21 LM 4/12 Contract Administration 4-14-21 TW

B. Legal Sufficiency:

Jean-Adel Williams
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CFDA No. 93.136
CSFA No.

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE
STANDARD SUBCONTRACT

Client Non-Client
 Multi-County

THIS CONTRACT 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 "Provider," and jointly referred to as the "parties." The number assigned to this subcontract is 21RPE26.

THE PARTIES AGREE:

I. PROVIDER AGREES:

A. To provide services in accordance with the terms specified in Attachment I attached hereto

B. To the Following 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 (State). Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
 - a. If this subcontract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
 - b. If this subcontract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Council.
 - c. If this subcontract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
 - d. If this subcontract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Council.
 - e. If this subcontract contains federal funding in excess of \$100,000, Provider must, prior to subcontract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
 - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this subcontract by the Council.
 - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
 - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this subcontract.
 - i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
 - j. If Provider is determined to be a subrecipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid DUNS number and evidence of registration (*i.e.*, a printed copy of the completed SAM registration) in SAM to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

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 must, 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 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. 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 45 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, except as authorized by law for the duration of the subcontract term and following completion of the subcontract if Provider does not transfer the public records to the Council. Upon completion of the subcontract, transfer to the Council at no cost, all public records in possession of Provider or keep and maintain public records required by the Council to perform the subcontract services. If Provider transfers all public records to the Council upon completion of the subcontract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the subcontract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council, upon request, in a format that is compatible with the information technology systems of the Council. 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. **If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this subcontract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.**
8. Coordination of Contracted Services: Pursuant to section 287.0575(2), Florida Statutes, if a Provider has more than one contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each contracting state agency and the applicable office or program issuing the contract; b) the identifying name and number of each contract; c) the starting and ending date of each contract; d) the amount of each contract; e) a brief description of the purpose of the contract and the types of services provided under each contract; f) the name and contact information of the contract manager.
9. 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 and Dispute Resolution:

1. 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, the Council may provide Provider with a written report specifying noncompliance and request a Corrective Action Plan to be carried out by the Provider. At its sole and exclusive discretion of the Council, the Council may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this subcontract for cause, demand the recoupment of funds from subsequent invoices under this subcontract, or demand repayment pursuant to the terms set forth in sections I. and V., which are specifically incorporated herein.
2. Dispute Resolution: Any dispute concerning performance of this subcontract or payment hereunder shall be decided by the Council in writing and submitted to the Provider for review. The decision is final unless the Provider submits a written objection to the Council within 10 calendar days from receipt of the decision. Upon receiving an objection, the Council shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Council's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by the Provider or the Council concerning this subcontract. Nothing contained in this section is construed to limit the parties' rights of termination pursuant to section III.B., below.

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.**
3. Nothing in this subcontract shall be construed to require the Council to indemnify the Provider.
- 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 subcontract and any renewal(s) and extension(s) of it. Upon execution of this subcontract, unless it is a state agency or subdivision as defined 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. The Council reserves the right to require additional insurance as specified in Attachment I.
- 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 subcontract, 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 and shall incorporate the terms of the Council's Standard Subcontract into any and all subcontracts. Further, no subcontracts shall be entered into without prior written approval of the Council. This subcontract will bind the successors, assigns, and legal representatives of Provider and 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.
3. The Council will at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this subcontract to another governmental agency in the state of Florida, upon prior written notice to Provider.
4. Unless otherwise stated in the subcontract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Council in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

- 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. The Council reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this subcontract or through collection proceedings.
- 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. Provider must submit the reports required pursuant to the FL Department of Health's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.
- K. Purchasing**
1. Procurement of Materials with Recycled Content: Any products or materials which are the subject of, or are required to carry out this subcontract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
 2. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code.
- L. Background Screening Requirements and Drug Screening Requirements:**
1. Background Screening Requirements: In the Council's sole and exclusive discretion, it may determine that background screening of some or all of Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this subcontract, Provider agrees to the following:
 - a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
 - b. Provide the Council with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
- M. Civil Rights Requirements:** Provider must comply with applicable provisions of the FL Department of Health's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery." A copy will be provided to the Provider upon request.
- N. 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.
- O. Final Invoice:** To submit the final invoice for payment to the Council no more than 45 days after the subcontract ends or is terminated. If Provider fails to do so, all right to payment is forfeited and the Council will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this subcontract may be withheld until all deliverables and any necessary adjustments have been approved by the Council.
- P. 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.
- Q. Public Entity Crime, Discriminatory Vendor, and Scrutinized Companies**
1. Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Council: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a subcontract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 2. Discriminatory Vendor: Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Council: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

3. Scrutinized Companies: Provider must comply with the provisions of section 287.135, Florida Statutes as follows:
 - a. If Provider is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this subcontract may be terminated at the option of the Council.
 - b. If Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this subcontract may be terminated at the option of the Council.

R. Patents, Copyrights, and Royalties

1. Any inventions or discoveries developed in the course of or as a result of services performed under this subcontract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Council of any inventions or discoveries developed in connection with this subcontract and will be referred to the Council for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this subcontract.
2. Provider must notify the Council of any books, manuals, films, or other copyrightable works developed in connection with this subcontract. Any and all copyrights accruing under or in connection with the performance of this subcontract are the sole property of the Council.
3. Provider, without exception, will indemnify and save harmless the state of Florida, the Council and their employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

- S. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

- T. 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. The State of Florida requires that all data generated, used, or stored by the Provider pursuant to this subcontract reside and remain in the U.S. and not be transferred outside of the U.S.

U. Venue and Remedies for Default:

1. Venue: Venue for any legal actions arising from this subcontract will be in Leon County, Florida.
2. Remedies for Default: Provider's failure to adhere to the subcontract terms and conditions will subject Provider to the remedies set forth in section III. B. 3. below.

- V. Force Majeure:** The Provider may be excused from liability for the failure or delay in performance of any obligation under this subcontract for any event beyond the Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If the Provider believes an excusable delay has occurred, the Provider must notify the Council in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks and deliverables affected by the delay. The Provider will not be entitled to an increase in the subcontract price or payment of any kind from the Council for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this subcontract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the contract is tolled for any reason, the Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Council for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Council may terminate this subcontract at its sole discretion upon written notice being given to the Provider.

- W. Employment Eligibility Verification:** Effective January 1, 2021, Provider is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Provider under this subcontract, pursuant to section 448.095, Florida Statutes. Also, the Provider must include in related subcontracts, if authorized under this subcontract, a requirement that subcontractors performing work or providing services pursuant to this subcontract use the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of services under this subcontract. The subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider must maintain a copy of such affidavit for the duration of the subcontract. If the Council has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and

notifies the Provider of such, but the Provider otherwise complied with this statute, the Provider must immediately terminate the contract with the subcontractor.

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 \$225,000.00, subject to the availability of funds. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this subcontract.
- B. **Subcontract Payment:**
1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
 2. Where reimbursement of travel expenses is allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Council may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
 3. **Bonuses:** Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by the Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) Notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution, must be submitted to the Contract Manager for review prior to subcontract funds being allocated for such payment. The Council reserves the right to refuse the Provider's request to allocate any subcontract funds for the payment of bonuses.
- C. **Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

III. PROVIDER SUBCONTRACT TERM

- A. **Effective and Ending Dates:** This subcontract will begin on February 1, 2021 and shall be retroactive to that date if signed by both parties thereafter. It will end on January 31, 2024.
- 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. 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.
 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. 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. In the event of default, in addition to the Council's right to terminate the subcontract, the Council may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Council in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees and witness fees. These remedies shall include offsetting any sums due to the Provider under the subcontract, and any other remedies at law or in equity.
- 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. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified.

D. Subcontract Representatives Contact Information:

<p>1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is: Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners 205 N. Dixie Hwy., Suite 5.1100 West Palm Beach, FL 33401</p>		<p>2. The name of the contact person and street address where Provider's financial and administrative records are maintained is: Nicole Bishop 205 North Dixie Hwy, Suite 5.1100 West Palm Beach FL 33401</p>
<p>3. The name, address, and telephone number of the Council's Contract Manager is: Beverly Gregory Florida Council Against Sexual Violence 1820 E. Park Avenue Suite 100 Tallahassee, FL 32301 850-297-2000</p>		<p>4. The name, address, and telephone number of Provider's representative responsible for administration of the program under this subcontract is: Nicole Bishop 205 North Dixie Hwy, Suite 5.1100 West Palm Beach FL 33401 561-355-1723</p>


5. Provide written notice to the other party of any changes in the above subcontract representative's contact information. Any such changes will not require a formal amendment to this subcontract.

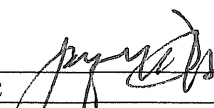
E. All Terms and Conditions Included: This subcontract and its attachments and exhibits as referenced, Attachments I, II, and III, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this subcontract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

IN WITNESS THEREOF, the parties hereto have caused this twenty-three (23) page subcontract to be executed by their undersigned, duly authorized, officials, and attest to have read the above subcontract and agree to the terms contained within it.

PROVIDER: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE


 SIGNATURE March 4, 2021
 PRINT/TYPE NAME Verdenia C. Baker
 TITLE County Administrator
 DATE March 4, 2021
 STATE AGENCY 29-DIGIT FLAIR CODE N/A
 FEID# (OR SSN) VF59-6000785
 PROVIDER FISCAL YEAR ENDING DATE September 30


 SIGNATURE _____
 PRINT/TYPE NAME JENNIFER DRITT, LCSW
 TITLE EXECUTIVE DIRECTOR
 DATE March 12, 2021

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By Sean-Adel Williams
 County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By Shejoka
 Department Director

ATTACHMENT I

A. Services To Be Provided.

1. **General Description.** This subcontract is for the implementation of strategies to reduce sexual violence victimization or perpetration. The Provider shall provide services in accordance with the terms and conditions specified in this subcontract including all attachments, exhibits, and documents incorporated by reference which constitute the subcontract document.
2. **Definition of Terms:**
 - a. Bi-monthly: Occurring every two months.
 - b. Centers for Disease Control and Prevention (CDC): A federal agency within the United States Department of Health and Human Services established to protect public health and safety through the control and prevention of disease.
 - c. Quarter: A three-month period of the contract term. The quarters for this contract are February through April (first quarter); May through July (second quarter); August through October (third quarter); and November through January (fourth quarter).
 - d. Rape Prevention and Education (RPE): A program implemented by the Florida Department of Health's Violence and Injury Prevention Section and funded by the Violence Against Women Act to enable state governments to focus on the primary prevention of sexual violence.
 - e. Sexual Violence Data Registry (SVDR): An internet-based system for the reporting of sexual violence victim service and prevention activity data. The SVDR does not collect personal identifiers, therefore ensuring anonymity of victims. The data registry URL address is: <https://apps.floridahealth.gov/SVR/pages/main1.aspx>.
 - f. STOP SV: An acronym used by the CDC Rape Prevention Education Program to encompass approaches required to decrease victimization or perpetration of sexual violence in communities. The acronym stands for the following approaches: S - Social Norms; Teach - Teach Skills; O - Opportunities for women (jobs, raises, policies) and girls (leadership); P - Protective environments and SV (refers to Supporting Survivors). STOP SV is a technical package to prevent sexual violence produced by Centers for Disease Control and Prevention. The document provides a group of strategies based on the best available evidence to help communities and states enhance prevention activities with the greatest potential to reduce sexual violence (SV) and its consequences. These strategies focus on promoting social norms that protect against violence; teaching skills to prevent SV; providing opportunities, both economic and social, to empower and support girls and women; creating protective environments; and supporting victims/survivors to lessen harms. The strategies represented in this package include those with a focus on preventing SV from happening in the first place as well as approaches to lessen the immediate and long-term harms of SV.
 - g. 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>
 - h. State Action Plan: Florida's statewide plan to address sexual violence through community mobilization, partnerships, and implementation of the CDC STOP SV Technical Package. The Florida plan is Florida STOP(S) Violence.
 - i. State Health Improvement Plan (SHIP) The SHIP sets out goals for Florida's public health system, which includes a range of stakeholders, such as state and local government agencies, health care

providers, employers, community groups, universities and schools, nonprofit organizations and advocacy groups. The SHIP includes key components of the Florida STOP(s) Violence State Action Plan.

3. Purpose/Scope of Service. The Council is engaging the Provider to address and prevent sexual violence with a public health focus, recognizing the impact on individuals, their relationships, communities, and societies.

4. Authorities for Service Provision and Administration.

This program is authorized under section 393A(a) of the PHS Act (42 USC § 280b-1b(a)). The Centers for Disease Control and Prevention awards funding to state and territory departments of health for rape prevention and education. The overarching purpose of the Centers for Disease Control and Prevention (CDC) Rape Prevention and Education (RPE) Formula Grant Program (CFDA #93.136) is to prevent sexual violence (SV) perpetration and victimization.

B. Manner of Service Provision.

1. Service Tasks.

a. Task List.

- 1) Implement the approved strategy to change social norms and teach skills (S – Social Norms; T – Teach Skills).
- 2) Implement the approved strategy to create opportunities for girls and women (O - Opportunities for women (jobs, raises, policies) and girls (leadership)).
- 3) Implement the approved strategy to create protective environments (P - Protective environments).
- 4) Conduct a social marketing campaign that addresses community-level risks through environmental approaches (P - Protective environments).
- 5) The Provider shall participate in bi-monthly technical assistance calls with the Council and all other subrecipients as a group.
- 6) Collaborate with the Florida Department of Health Violence and Injury Prevention Section on the State Health Improvement Plan (SHIP) /State Sexual Violence Action Plan (SAP) strategies to reduce risk factors and support or increase protective factors through meeting participation and active engagement in SHIP activities.
- 7) Collaborate with local County Health Departments to support County Health Improvement Plan (CHIP) activities, the CDC STOP SV technical package.
- 8) Participate in evaluation of RPE activities with evaluators designated by the Florida Department of Health Violence & Injury Prevention Section. and submit workplan items reported to CDC in the RPE Annual Performance Report by the Florida Department of Health Violence & Injury Prevention Section
- 9) The Provider shall execute strategies and their components in accordance with the approved baseline Prevention Strategy Form. Annual goals for each strategy are set with the February submission of the Prevention Strategy Form. Any changes to the approved strategies must be pre-approved and require a revised Prevention Strategy Form.

b. Task/Service Limits.

- 1) All tasks shall be provided within the State of Florida.
- 2) The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.

c. The Provider shall remain operational and provide reports for the entire subcontract period.

2. Staffing Requirements.

a. Staffing Levels. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. Provider shall designate a project manager, 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 the job description, resume and any other credentials for all staff funded under this subcontract. Each job description shall identify which tasks/responsibilities will be funded under this subcontract.
- 2) The Provider shall require all staff funded under this subcontract to maintain timesheets signed by their supervisor to account for their time.
- 3) The Provider shall notify the Council contract manager within five (5) working days of hiring and/or terminating staff funded under this subcontract. For new hires, notification shall include a resume and job description showing tasks/responsibilities funded under this subcontract. The contract manager should be contacted to determine if a budget revision is necessary.
- 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. 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 of the change.

b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully carry out their duties.

c. Subcontractors. The Provider may, *only* with prior written approval of the Council, enter into written subcontracts for performance under 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. Deliverables.

a. Deliverables. See Attachment I, Section B.1.a.

b. Reports. The mere receipt of reports by the Council shall not be construed to mean or imply approval. The Council reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Council, at its option, may allow additional time within which the Provider may remedy the objections noted or, after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Council may terminate the subcontract in the absence of extenuating or mitigating circumstances.

Payment may be withheld by the Council until required reports have been submitted. See Attachment I, Section D. for additional submission requirements. Deliverable deadlines may be extended upon written request of and approval by the Council contract manager. Reports shall be uploaded to the 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) STOP SV Report. The Provider will enter progress achievement data monthly in the Department of Health Sexual Violence Data Registry. The report is due within 10 days following the end of the reported month of service.
 - 2) Prevention Strategy Form (PSF).
 - a. The Provider will submit a completed PSF, incorporated herein by reference, to identify a baseline for the strategies and their components to be implemented during the subcontract term. The initial PSF, to identify goals for the term February 1, 2021 through January 31, 2022, is due by February 15, 2021. Any requested changes to the strategies or their components must be submitted on a revised PSF for approval. NOTE: A separate form is required for each strategy to be addressed.
 - b. Thereafter, the Provider shall submit a completed PSF every 6 months to provide an update on achievement of strategies and components implemented to date. Completed PSFs are due every August 10th (to report on the previous February-July service period) and February 10th (to report on the previous August-January service period). NOTE: A separate form is required for each strategy addressed.
 - 3) Quarterly Expenditure Report (QER). The Provider shall submit a completed QER form, incorporated herein by reference, to the Council contract manager. The report shall verify that funds were spent in accordance with allowable costs that appear in the pre-approved line item budget. The report shall be due by the 15th day of the month following the quarter in which services were provided summarizing all expenditures. This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.
 - 4) Projected Contract Expense Report. Beginning with August expenditures of each 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 September 15th to include expenses incurred through August 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.
 - 5) Annual Financial Report. The Provider shall submit a completed Annual Financial Report form, incorporated herein by reference, to the Council contract manager by February 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 the last day in February.
 - 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, whether public record or not, 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 45 days following the determination of any potential breach of personal or confidential data in accordance with s. 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also, at its own cost, implement measures deemed appropriate by the Council to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.
- 3) The Provider shall maintain all records required to be maintained pursuant to the subcontract in such manner as to be accessible by the Council upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

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 on-site monitoring visits and desk reviews of reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this subcontract and is not to be construed as a limitation upon them. The Provider agrees to include these audit and record keeping requirements in all approved subcontracts and assignments that result from this subcontract.

6. Provider Responsibilities.

- a. **Provider Unique Activities.** The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Attachment I, Section B.1.a. By execution of this subcontract, the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.
- b. **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. 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) operations, 4) conflict of interest, and 5) 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 Authorization to Incur Form and the State of Florida Voucher for Reimbursement of Travel Expenses, incorporated herein by reference and maintained by the Provider. If an advance is needed the DFS-AA-25 Application for Advance Travel for should also be completed. 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 date of travel along with the name of the person to be reimbursed.

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.

C. Method of Payment.

1. Payment Clause.

- a. The yearly award amount for each February 1 to January 31 period is \$75,000.00.
- b. The Council shall pay the Provider for the delivery of service provided in accordance with the terms of this subcontract, for a total dollar amount not to exceed the amount identified herein, subject to the availability of funds.
- c. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (Attachment III). The Provider may ONLY use the current invoice form provided by the Council. Alternate versions will not be accepted and may delay payment to the next pay period.
- d. All invoices shall be submitted to the Council contract manager by the 10th of each month following the month of service. If this subcontract is not executed timely, the first invoice submitted by the Provider may include a request for payments assigned to the previous month(s) during the subcontract period.
- e. Any payment due under the terms of this subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Council 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.
- 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 of the balance due by the contract manager, which shall be due to the Council by the last day in February.
- h. Financial Consequences.
- 1) Invoices not received by the due date shall result in a two percent (2%) percent invoice amount reduction for every late day thereafter; unless the penalty is waived or reduced at the discretion of the Council.
 - 2) Late submission of reports, and any other deliverables required under this subcontract that are not specifically assigned financial penalties, shall result in a two (2) percent invoice amount reduction for every day after the due date, unless the penalty is waived or reduced at the discretion of the Council. **Reports must be accurate and complete to be considered received.**
 - 3) Incorrect reports shall result in a five (5) percent invoice amount reduction; unless the penalty is waived or reduced at the discretion of the Council.
 - 4) SVDR entries not fully completed timely shall result in a five percent (5%) invoice amount reduction for every late day thereafter; unless the penalty is waived or reduced by the Council.
 - 5) Failure to notify the Council contract manager in writing within five (5) working days of any of the following shall result in a two percent (2%) invoice penalty; unless the penalty is waived or reduced at the discretion of the Council. Notification shall include submission of a revised Provider Contact Information form, as appropriate, and:
 - a) subcontract-funded staff hired and/or terminated
 - b) changes to any information on the Provider Contact Information form (to include replacement of the Provider's primary, or secondary point of contact for this subcontract)
 - c) one week prior notification of change of address.
 - 6) Multiple penalties shall be added for a total amount to be deducted from an invoice.
 - 7) Execution of future subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables and requested information (to include monitoring report corrective actions).

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 working day previous to the due date. The due date is the date that the report must be received by the Council.
2. All reports, the invoice, or other items identified herein shall be uploaded to the Provider's section of the Track It! online document management system, unless otherwise stipulated by the Council 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. Special Provisions

1. Cost proposals.

- a. All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Council. No costs may be incurred without prior approval of budget line items by the Council contract manager. Possible changes should be sent to the contract manager in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation. In accordance with the following guidance, any required formal budget revision shall include any previous revisions not appearing in the current budget. Budget revisions shall be effective as of the date of submission, not before.
 - 1) A formal budget amendment *is not required* when any of the following occur. However, written notification must be provided within the applicable timeframe required in this subcontract.
 - A less than ten (10) percent variance from any current budget category total.
 - No significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is filled within a ninety (90)-day period.
 - 2) A budget amendment *is required* along with a written justification when any of the following occur.
 - A 10% variance from any current budget category total.
 - A significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is not filled within a ninety (90)-day period.
 - A change in the funded program director.
 - When multiple minor changes have been made (see a) above), a budget revision may be required.
 - b. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation.
 - c. Prior approval shall be obtained from the Council contract manager for any travel and/or training not specifically identified and approved in the current cost proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval. Attending staff should appear in the salary portion of the budget or they must be approved by the contract manager. Allow seven (7) business days for an approval.
2. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and e-mail throughout the subcontract period and respond timely as requested by the Council. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number. Reference the subcontract number in the subject line of all emails.
 3. **Publication Requirement.** The Provider shall submit for approval and review all proposed publications, webinars, training videos, written materials or products that are funded under the project to the Council not less than thirty (30) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, the Provider agrees to revise the materials to address these concerns or will not be permitted to use project funds to support the further development or

distribution of the materials. All materials and publications (written, visual or sound) resulting from award activities, including media or program advertisements, shall contain the following statement:

This publication was supported by funding from the Rape Prevention Education grant provided by the Centers for Disease Control and Prevention (CDC) through the Florida Department of Health (DOH). The contents are solely the responsibility of the authors and do not necessarily represent the official view of the U.S. Department of Health and Human Services, the CDC, or DOH.

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 months after the Provider's fiscal year end. The Provider shall notify the Council contract manager of the date the audit was approved by its Board of Directors. The Provider shall notify the Council contract manager, in writing, of the date the audit was approved by the Auditor General.
5. 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.
6. **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 creates 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.
7. The Provider agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.
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.
9. **Accessibility.** Recipients of CDC Rape Prevention Education funds must comply with applicable federal civil rights laws, which, among other things, prohibit discrimination based on disability and national origin. This includes taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to recipients' programs and activities and ensuring that these programs and activities are readily accessible to qualified individuals with disabilities. Applicants must allocate grant funds or other available resources to support activities that help to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services, language interpretation and translation services, or the purchase of adaptive equipment.

ATTACHMENT II

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1. _____ **Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23)**. Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2. **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. _____ **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)**. Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

Note: A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDIT GUIDANCE

PART I: FEDERALLY FUNDED

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. If a recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508- 512.
3. If a recipient expends less than \$750,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient 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 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Note: Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Recipient's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

1. If a recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient 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; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient 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 Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If a recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than \$750,000 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 recipient resources obtained from other than state funds).

Note: An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: OTHER AUDIT REQUIREMENTS

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the System Organization Controls (SOC) and submit to FDOH a "Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO's contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

TYPES:

1. **SOC 1** – A report on controls over financial reporting.
 - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
 - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)
2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:
 - Oversight of the organization
 - Vendor management programs
 - Internal corporate governance and risk management processes
 - Regulatory oversight
 - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
 - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to

achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

PART IV: REPORT SUBMISSION

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient directly to:

- A. The Council as follows:

Recipient shall submit an electronic copy of the reporting package and any management letter issued by the auditor to the Council contract manager.

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Files which exceed electronic email capacity may be submitted on a CD or other electronic storage medium and mailed to the Council contract manager.

- B. The Auditor General's Office as follows:

One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: flaudgen_localgovt@aud.state.fl.us.

One paper copy mail to:

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

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each of the following:

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

- B. When applicable, other Federal agencies and pass-through entities in accordance with 2 CFR §200.331 and § 200.517.

3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

Note: Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

End of Text

EXHIBIT 1

Contract #: 6 NUF2CE002470-02-02

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

Federal Agency 1 Centers for Disease Control and Prevention CFDA# 93.136 Title Sexual Violence Prevention and Education \$225,000.00

Federal Agency 2 _____ CFDA# _____ Title _____ \$ _____

TOTAL FEDERAL AWARDS \$225,000.00

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:

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____ Title _____
\$ _____

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____ Title _____
\$ _____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES
\$ _____

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

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ _____

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ _____

Matching and Maintenance of Effort *

Matching resources for federal Agency(s):

Agency: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Agency: _____ CFDA# _____ Title _____ \$ _____

*Matching Resources, MOE, and Financial Assistance not subject to section 215.97, Florida Statutes or 2 CFR § 200.306 amounts should not be included by recipient 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 section. 215.97, Florida Statutes or 2 CFR § 200.306 is not considered State or Federal Assistance.

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients 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. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients 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.

For the purpose of single audit compliance requirements, the Recipient has been determined to be:

- Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- Recipient/subrecipient subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
- Exempt organization not subject to section 215.97, Florida Statutes, 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.

For other audit requirements, the Recipient has been determined to be:

- Service Organization (SO) subject to SSAE18 reporting requirements

NOTE: If a recipient is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Recipients 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:

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. 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 § 200.401(5) (c).

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

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

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations

This document may be obtained online through the FIHealth website under Audit Guidance. *Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

End of Text

ATTACHMENT III

Provider: _____	Subcontractor Number: 21RPE__																
Address: _____																	
<p align="center"><u>Service Period</u> (check one)</p> <table style="width:100%; border: none;"> <tr> <td style="width:33%;">Feb-2021 <input type="checkbox"/></td> <td style="width:33%;">Jun-2021 <input type="checkbox"/></td> <td style="width:33%;">Oct-2021 <input type="checkbox"/></td> </tr> <tr> <td>Mar-2021 <input type="checkbox"/></td> <td>Jul-2021 <input type="checkbox"/></td> <td>Nov-2021 <input type="checkbox"/></td> </tr> <tr> <td>Apr-2021 <input type="checkbox"/></td> <td>Aug-2021 <input type="checkbox"/></td> <td>Dec-2021 <input type="checkbox"/></td> </tr> <tr> <td>May-2021 <input type="checkbox"/></td> <td>Sep-2021 <input type="checkbox"/></td> <td>Jan-2022 <input type="checkbox"/></td> </tr> </table>	Feb-2021 <input type="checkbox"/>	Jun-2021 <input type="checkbox"/>	Oct-2021 <input type="checkbox"/>	Mar-2021 <input type="checkbox"/>	Jul-2021 <input type="checkbox"/>	Nov-2021 <input type="checkbox"/>	Apr-2021 <input type="checkbox"/>	Aug-2021 <input type="checkbox"/>	Dec-2021 <input type="checkbox"/>	May-2021 <input type="checkbox"/>	Sep-2021 <input type="checkbox"/>	Jan-2022 <input type="checkbox"/>	<p align="center"><u>RPE Monthly Rate</u></p> <table style="width:100%; border: none;"> <tr> <td style="width:60%;">Feb 2021 – Dec 2021</td> <td align="right">\$6,250.00</td> </tr> <tr> <td>Jan 2022</td> <td align="right">\$6,250.00</td> </tr> </table>	Feb 2021 – Dec 2021	\$6,250.00	Jan 2022	\$6,250.00
Feb-2021 <input type="checkbox"/>	Jun-2021 <input type="checkbox"/>	Oct-2021 <input type="checkbox"/>															
Mar-2021 <input type="checkbox"/>	Jul-2021 <input type="checkbox"/>	Nov-2021 <input type="checkbox"/>															
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May-2021 <input type="checkbox"/>	Sep-2021 <input type="checkbox"/>	Jan-2022 <input type="checkbox"/>															
Feb 2021 – Dec 2021	\$6,250.00																
Jan 2022	\$6,250.00																
<p align="center"><u>Summary of Payments</u></p> <p>SFY 2021-2022 Allocation: \$ 75,000.00 _____</p> <p>Amount of this invoice: \$ _____</p> <p>(NOTE: ALL FUNDS MUST BE ENCUMBERED BY January 31.)</p> <p>I certify that the above report is a true and correct reflection of this period's activities, as stipulated in this subcontract.</p> <hr/> <p>Signature of Provider Agency Official _____ Date _____</p> <hr/> <p>Print Name and Title _____ Phone # _____</p>	<p align="center"><u>(FOR FCASV USE ONLY)</u></p> <p align="center"><u>Penalties:</u></p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p align="right">Total: \$ _____</p> <p align="center"><u>Payment Approval</u></p> <p>Total Approved For Payment By The Council: \$ _____</p> <hr/> <p align="center">Signature _____ Date _____</p>																

21

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1 pages

BGEX - 662-0209210000000000898
BGRV - 662-0209210000000000415

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 2/9/2021	REMAINING BALANCE
Revenue								
1426-662-3299-3129	Fed Grnt Other Public Safety	0	0	225,000		225,000		
	Total Revenue and Balance	2,806,256	3,736,537	225,000	0	3,961,537		
Expense								
1426-662-3299-1201	Salaries & Wages	0	0	141,504	0	141,504		141,504
1426-662-3299-2101	Fica-Taxes	0	0	8,772	0	8,772		8,772
1426-662-3299-2105	Fica Medicare	0	0	2,052	0	2,052		2,052
1426-662-3299-2201	Retirement Contributions-FRS	0	0	14,166	0	14,166		14,166
1426-662-3299-2301	Insurance-Life & Health	0	0	39,240	0	39,240		39,240
1426-662-3299-4007	Travel-Mileage	0	0	4,602	0	4,602		4,602
1426-662-3299-4945	Advertising	0	0	6,000	0	6,000		6,000
1426-662-3299-5101	Office Supplies	0	0	8,664	0	8,664		8,664
	Total Appropriation and Expenditures	2,806,256	3,736,537	225,000	0	3,961,537		

PUBLIC SAFETY
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval

Signatures _____ Date 3/31/21

By Board of County Commissioners
At Meeting of 5/18/2021
Deputy Clerk to the _____