

CFSA No. 41.010FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE  
STANDARD SUBCONTRACT Client  Non-Client

THIS CONTRACT is entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the *Council*, and *Broward County*, hereinafter referred to as the *Provider*. The number assigned to this subcontract is 17OAG27.

## THE PARTIES AGREE:

## I. THE PROVIDER AGREES:

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

**B. Requirements of §287.058, Florida Statutes (FS)**

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this subcontract as specified in Section III, Paragraph A. of this subcontract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The Council may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the Provider in conjunction with this subcontract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute an immediate breach of contract.

**C. To the Following Governing Law**

1. State of Florida Law

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

2. Federal Law

a. If this subcontract contains federal funds, the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this subcontract contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Provider shall report any violations of the above to the Council.

c. If this subcontract contains federal funding in excess of \$100,000, the Provider must, prior to subcontract execution, complete the Certification Regarding Lobbying form, Attachment (N/A). If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

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

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

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

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

**D. Audits, Records, and Records Retention**

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

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

3. Upon completion or termination of the subcontract and at the request of the Council, the Provider will cooperate with the Council to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.

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

#### **E. Monitoring by the Council**

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

#### **F. Indemnification**

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

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

#### **G. Insurance**

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

#### **H. Safeguarding Information**

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

#### **I. Assignments and Subcontracts**

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

or liabilities incurred under the subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Provider, at its expense, will defend the Council against such claims.

3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this subcontract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the subcontract. In addition, this subcontract shall bind the successors, assigns, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Council in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

**J. Return of Funds**

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

**K. Incident Reporting**

**Abuse, Neglect, and Exploitation Reporting**

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

**L. Purchasing**

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

**M. Independent Capacity of the Subcontractor**

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

**N. Use of Funds for Lobbying Prohibited**

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

**O. Public Entity Crime and Discriminatory Vendor**

By executing this subcontract, the Provider represents and warrants that neither the Provider nor any of its affiliates, subsidiaries, directors, officers or employees are currently on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or the federal government. The Provider shall immediately notify the Council if it or any of its affiliates, subsidiaries, directors, officers or employees are placed on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or federal government.

**P. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this subcontract, or in any way connected herewith, the Provider shall refer the discovery or invention to the Council to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this subcontract are hereby reserved to the State of Florida.
2. The Provider, without exception, shall indemnify and save harmless the Council and the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the Provider. The Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the Provider may, at its option and expense, procure for the Department of State, the right to continue

use of, replace, or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**Q. Construction or Renovation of Facilities Using State Funds**

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

**R. Information Security**

The Provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the Provider to ensure the protection and confidentiality of all confidential matters. The Provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

**II. THE COUNCIL AGREES:**

**A. Subcontract Amount**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$25,015.00 subject to the availability of funds. The Council and State of Florida's performance and obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this subcontract.

**III. THE PROVIDER AND THE COUNCIL MUTUALLY AGREE**

**A. Effective and Ending Dates**

This Subcontract shall begin on July 1, 2017 or the date upon which the contract between the Council and the Florida Office of the Attorney General for general revenue funding is executed, whichever is later, and shall be retroactive to that date if executed thereafter. It shall end on June 30, 2018.

**B. Termination**

**1. Termination at Will**

This subcontract may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**2. Termination Because of Lack of Funds**

In the event funds to finance this subcontract become unavailable, the Council may terminate the subcontract upon no less than *twenty-four (24) hours* notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Council shall be the final authority as to the availability and adequacy of funds. In the event of termination of this subcontract, the Provider will be compensated for any work satisfactorily completed prior to notification of termination.

**3. Termination for Breach**

This subcontract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours notice in writing to the Provider. If applicable, the Council may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this subcontract. The provisions herein do not limit the Council's right to remedies at law or in equity.

**4. Termination for Failure to Satisfactorily Perform Prior Agreement**

Failure to have performed any contractual obligations with the Council in a manner satisfactory to the Council will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Council, been notified by the Council of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Council; or (2) had a contract terminated by the Council for cause.

**C. Renegotiation or Modification**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this subcontract.

**E. All Terms and Conditions Included**

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

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

IN WITNESS THEREOF, the parties hereto have caused this twenty-three (23) page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: Broward County

Florida Council Against Sexual Violence

SIGNED BY: [Signature] Alphonso Jefferson, Jr.

SIGNED BY: \_\_\_\_\_

NAME: : fr BERTHA HENRY

NAME: JENNIFER L. DRITT, LCSW

TITLE: COUNTY ADMINISTRATOR

TITLE: EXECUTIVE DIRECTOR

DATE: 7/27/17

DATE: \_\_\_\_\_

Reviewed and approved as to form:  
Joni Armstrong Coffey, County Attorney

[Signature]  
Jonathan V. Thorsen, Senior Assistant County Attorney



## ATTACHMENT I

### A. Services To Be Provided

#### 1. Definitions of Terms

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

### B. General Description.

- a. **General Statement.** Funds provided under this subcontract shall be used to support and provide sexual assault recovery services to primary and secondary victims, for the duration of the subcontract period. Services shall be conducted in accordance with Council Core and Enhanced Service Standards. Organizational Management Standards shall also be applied by the Provider for the duration of the subcontract period. Prevention education activities may not be funded.
- b. **Major Program Goal.** The goal of the subcontract is to increase and enhance services to primary and secondary victims of sexual assault.

#### 1. Clients to be Served.

- a. **General Description.** All victims of sexual assault may be provided services.
- b. **Client Eligibility.** Eligibility extends to any individual that has been the victim of sexual violence (primary or secondary victims). The primary presenting reason for an individual

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

- c. Client Determinations. In the event of any disputes regarding the eligibility of clients, the determination made by the Council is final and binding on all parties.
- d. Subcontract Limits. All services shall be performed during the subcontract period. The amount of services to be provided is limited to the amount of funds available and to those services listed in Section C.1.a. herein.

### **C. Manner of Service Provision**

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

- 3) Using the budget form provided by the Council, the Provider shall prepare a line-item budget to identify anticipated OAG general revenue fund expenditures. The budget shall be submitted to the contract manager for approval within ten (10) business days of contract execution.
- 4) Quarterly Sexual Violence Data Registry (SVDR) Data.
  - a) The Provider shall document all primary and secondary sexual assault victims served and the services provided with funds from this subcontract in the SVDR, by the 10<sup>th</sup> of the month following the quarter in which services were provided. If that day falls on a weekend or holiday, the data must be entered by the last business day previous to the 10<sup>th</sup>.
  - b) All helpline calls shall be entered in the SVDR as aggregate counts, not distinguished by funding source. The Provider shall retain documentation of the SVDR number assigned to a client receiving a service in addition to helpline assistance. This shall be done in accordance with the manner prescribed by the Council.
- b. Task Limits. All tasks shall be provided within the State of Florida. The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.
- c. The Provider shall remain operational and provide reports for the entire subcontract period, even if the deliverables have been met before the subcontract ending date.

## 2. Staffing Requirements.

- a. Staffing Levels. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall designate a project manager, identified in Section III.D.4. of the Standard Subcontract, who is responsible for subcontract compliance and who will be the primary point of contact for the Council on progress and work products.
  - 1) The Provider shall submit the job description, resume and any other credentials for all staff funded under this subcontract.
  - 2) The Provider shall require all staff funded under this subcontract to maintain timesheets 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.
  - 4) If any information on the Provider Information form changes, the Provider shall submit a revised form within five (5) working days of the change. This includes the primary, secondary or SVDR point of contact, etc.
  - 5) The Provider shall notify the Council one week *prior* to a change of address and submit a revised Provider Information form within five (5) working days of the change.



- 6) The Provider shall designate a leadership position of sexual assault program director, manager, or coordinator funded at one-hundred (100) percent for sexual assault, regardless of funding source. The Provider shall identify the name, title, and job description for that individual and attest that one-hundred (100) percent of his/her time will be devoted to sexual assault services and/or related sexual assault program activities during the subcontract period. In circumstances where job duties requiring supervision of staff that spend some of their time on non-sexual assault program duties, FCASV *may* approve funding at seventy-five (75) percent FTE for sexual assault. In this case, the agency must demonstrate that the position's primary responsibility is sexual violence leadership and a minimum of three-quarters of the person's time is spent on direct services, outreach, system coordination or supervision directly related to sexual assault. Other exceptions to the requirement may be considered; determinations will be made based in part on hardship and whether the provider's QSAPAR service numbers meet or exceed the average of those for programs serving similar sized populations.
  - 7) The Provider shall assign at least twenty-five (25) percent FTE to any position to provide sexual assault victim services and/or related activities during the subcontract period.
  - 8) Direct service staff funded in part or in full through the Council must have one hundred (100) percent of their time designated to sexual assault service provision. If unique circumstances prevent one-hundred (100) percent of a position's time and effort to sexual assault services, the Provider may request approval from the Council contract manager. In these cases, positions must still be funded at a minimum of seventy-five (75) percent for sexual assault service provision. Exceptions to the requirement include on-call advocates and helpline staff.
  - 9) If operating a sexual assault-only helpline (a helpline that is exclusively advertised and operated for sexual assault assistance), associated costs are allowable.
  - 10) If operating a multi-service helpline where twenty-five (25) percent or fewer of the calls are specific to sexual assault:
    - a) Non-personnel expenses (e.g., equipment, phone line) may be covered equal to the percentage of sexual assault calls received, averaged from previous June 1 through May 31 period.
    - b) The only hotline personnel costs that may be covered by funds under this subcontract are those associated with sexual assault training time (Advocacy Core Training plus eight (8) hours of annual ongoing training).
- b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully carry out their duties.
- 1) The Provider shall ensure that all staff and/or subcontractors (including therapists) funded under this subcontract complete the ACT training prior to providing one-on-one direct services to sexual assault victims. ACT training must be completed within the first thirty (30) days of employment.

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

### 3. Service Location and Equipment.

- a. Service Delivery Location. The Provider shall provide services from its established Florida-based office or other off-site location approved by the Council.
- b. Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant. The Provider shall, within its ability, make reasonable accommodations and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodations/modifications are: 1) designated parking, 2) ramp access to building, 3) alternative formats available for documents, 4) accessible restroom facilities 5) doors and doorways are accessible and 6) a sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this subcontract.
- c. The Provider's physical environment must provide for the comfort and dignity of its clients. The Provider shall maintain offices conducive to service provision in a private, confidential manner.
- d. Service Times. The Provider office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding state-sanctioned holidays.

### 4. Deliverables.

- a. Deliverables. See Section C.1.a.
- b. Reports. The mere receipt of reports by the Council shall not be construed to mean or imply approval. The Council reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Council, at its option, may allow additional time within which the Provider may remedy the objections noted or after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Council may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Council until required reports have been submitted. The Provider shall submit timely the following reports to the Council:
  - 1) Quarterly Expenditure Report. The Provider shall submit a completed QER form, incorporated herein by reference, to the Council contract manager to verify that funds are: 1) spent on allowable costs, 2) limited to no more than fifteen (15) percent in administrative expenses, and 3) used to enhance the provision of services and increase the number of victims served. The report shall be due by the 15<sup>th</sup> day of the month following the quarter in which services were provided, summarizing all expenditures. This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.

- a) At the time of each QER submission, the Provider shall also provide the minutes of any Board of Directors meetings held during the previous quarter.
  - 2) Quarterly Sexual Assault Program Activity Report. The Provider shall complete the quarterly electronic Sexual Assault Program Activity Report form, incorporated herein by reference, by the 10<sup>th</sup> of the month following the quarter in which services were provided, to document achievement of service tasks identified in Section C.1.a. of this subcontract.
  - 3) Annual Financial Report. The Provider shall submit a completed Annual Financial Report form, incorporated herein by reference, to the Council contract manager by July 15<sup>th</sup>. The report shall identify total expenditures, specific to this and only this subcontract, for the preceding state fiscal year. Any remaining funds must be remitted to the Florida Council Against Sexual Violence with this report. The Provider shall contact the Council contract manager prior to submission of returned funds.
  - 4) Other Reports. The Provider shall furnish such other reports and information that the Council may require within the time requested.
- c. **Records and Documentation.**
- 1) The Provider agrees, to the extent permitted by law, to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Council harmless from any claim or damage including reasonable attorney fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records.
  - 2) The Provider shall maintain all records required to be maintained pursuant to the subcontract in such manner as to be accessible by the Council upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

## **5. Performance Specifications.**

### **a. Outcomes and Outputs.**

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

### **b. Monitoring and Evaluation Methodology.**

- 1) By execution of this subcontract the Provider hereby acknowledges and agrees that its performance under the subcontract shall meet the standards

and be bound by the conditions set forth herein. If the Provider fails to meet these standards, the Council, at its exclusive option, may allow up to three (3) months for the Provider to achieve compliance with the standards. If the Council affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Council will terminate the subcontract in the absence of any extenuating and mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive right of the Council.

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

## **6. Provider Responsibilities.**

- a. **Provider Unique Activities.** The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Section C.1.a. By execution of this subcontract the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.
- e. **Contact Information.** The Provider shall submit a Provider Information Form to the Council contract manager with signature pages for execution of this subcontract. Contact information changes must be documented on a revised Provider Information Form and submitted to the Council contract manager within five (5) working days of occurrence. Staff contacts identified by the Provider on the Provider Information Form shall be accessible via e-mail throughout the subcontract period and respond timely to Council contract manager communications. 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.
- c. The Provider shall comply with all internal, agency-specific policies and procedures, including but not limited to: 1) financial management, 2) personnel, 3) board directors' roles and responsibilities, 4) operations, 5) conflict of interest and 6) document retention.
- d. The Provider shall ensure that any staff travel expenses incurred beyond the local community and funded under this subcontract will be identified on a completed State of Florida Voucher for Reimbursement of Travel Expenses, incorporated herein by reference and maintained by the Provider. Local mileage

must be maintained on either a mileage log or the state voucher form to document per trip the destination (i.e., the person/organization if not a victim), number of miles traveled, the purpose of travel and how it relates to sexual assault activities, and date of travel along with the name of the person to be reimbursed.

## **7. Council Responsibilities.**

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

## **D. Submission Schedule.**

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

## **E. Method of Payment**

### **1. Payment Clause.**

- a. The Council shall pay the Provider for the delivery of service provided in accordance with the terms of this subcontract, subject to the availability of funds.
- b. The Provider shall request payment on a quarterly basis through the submission of a properly completed invoice. (see Attachment III) to the Council contract manager in accordance with the following schedule. The initial invoice shall be submitted with this subcontract's signature pages for execution. Subsequent invoices are due October 15, 2017, January 15, 2018 and April 15, 2018. The final invoice for the retained 5% of allocated funds shall be submitted by July 15, 2018.
- c. Five (5) percent of funds allocated under this subcontract will be withheld from the second, third and fourth quarterly invoice payments. Upon approval by the Council and the Office of the Attorney General (OAG) that all performance measures have been successfully completed during the contract period, the five (5) percent retained will be paid to the Provider, upon submission of the final

invoice. Combined performance of all subcontractors may be considered by OAG to determine if withheld funds will be paid in full, in part, or not at all.

- d. Any payment due under the terms of this subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Council and necessary adjustments have been made and approved by the Council. It is agreed that the Council's determination of acceptable service shall be conclusive.
- e. The Provider agrees to refund to the Council, any payments made by the Council which are subsequently disallowed pursuant to the terms of the subcontract. Such refunds shall be due within forty (40) days following the end of the subcontract or from the time the overpayment is discovered.
- f. Late submission of any invoices, reports, necessary budget revisions, or other documentation may result in the Provider's invoice being held for payment until all required documentation has been received.
- g. Financial Consequences.
  - 1) Invoices not received by the due date shall result in a two (2) percent invoice amount reduction for every late day thereafter; unless the penalty is waived or reduced at the discretion of the Council.
  - 2) Reports not received by the due date shall result in a two (2) percent invoice amount reduction for every late day thereafter; unless the penalty is waived or reduced at the discretion of the Council. Reports must be complete to be considered received.
  - 3) Data registry entries not fully completed timely shall result in a five (5) percent invoice amount reduction for every late day thereafter; unless the penalty is waived or reduced by the Council.
  - 4) Failure to notify the Council contract manager in writing within five (5) working days of any of the following shall result in a two (2) percent invoice penalty; unless the penalty is waived or reduced at the discretion of the Council. Notification shall include submission of a revised Provider Information form, as appropriate.
    - a) subcontract-funded staff hired and/or terminated.
    - b) changes to any information on the Provider Information Form (to include replacement of the Provider's primary, secondary or SVDR point of contact for this subcontract).
  - 5) Failure to complete the Quarterly Sexual Assault Programmatic Report by the 10<sup>th</sup> of the month following the quarter in which services were provided shall result in a in a five (5) percent invoice amount reduction for every late day thereafter; unless the penalty is waived or reduced by the Council.

- 6) Multiple penalties shall be added for a total amount to be deducted from an invoice.
- 7) Execution of future subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables and requested information (to include monitoring report corrective actions).

## **F. Special Provisions.**

### **1. Cost proposals.**

- a. All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Council. No costs may be incurred without prior approval of budget line items by the Council contract manager. Possible changes should be sent to the contract manager in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. 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. Cost proposal date restrictions apply as follows:
    - 1) The Provider shall ensure all activities related to printing/advertising/promotional item costs are proofed and incurred by December 31; with the exception of activities and costs related to Sexual Assault Awareness Month (SAAM).
    - 2) The Provider shall ensure all SAAM event printing/advertising/brochures/promotional items are proofed and incurred no later than February 28.
    - 3) No cost proposal revisions related to SAAM will be accepted after February 28.
    - 4) The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the subcontract period.
    - 5) Cost proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Council contract manager.
  - b. 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.
2. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and email throughout the subcontract period and respond timely as requested by the Council. 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.

3. **Publication Requirement.** The Provider agrees to acknowledge the Office of the Attorney General in all publications and advertisements that are funded wholly or in part with this Subcontract. The Provider shall submit for review one copy of all proposed publications resulting from this Subcontract prior to printing. The Provider shall submit for review one copy of all proposed media or program advertisements at least twenty (20) days prior to public release and in accordance with this attachment, Section F.1.a. Any publications, media or program advertisements shall contain the following statement:

“This project was supported by AGREEMENT Z0006 awarded by State of Florida, Office of the Attorney General.”

No promotional items may be purchased with OAG subcontract funds.

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



## ATTACHMENT II

### FINANCIAL AND COMPLIANCE AUDIT

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

#### MONITORING

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

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 2 CFR Part §200.500.

1. In the event that the provider expends \$750,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part §200.501. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Council by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part §200.508 - §200.512.
3. If the provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council agreement involved. If not otherwise disclosed as required by 2 CFR Part §200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

## PART II: STATE FUNDED

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

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

## PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part §200.512 will be submitted by or on behalf of the provider directly to each of the following:

A. The Council as follows:

Submit to the Council contract manager via TrackIT

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to:

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

Tallahassee, Florida 32301

- B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.

2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Department of Health as follows:

[SingleAudits@flhealth.gov](mailto:SingleAudits@flhealth.gov)

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

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

- A. The Department of Health as follows:

: [SingleAudits@flhealth.gov](mailto:SingleAudits@flhealth.gov)

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

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

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

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

**PART IV: RECORD RETENTION**

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

**End of Text**

EXHIBIT - 1

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

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

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

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

Matching resources for federal program(s) \_\_\_\_\_ N/A \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

State financial assistance subject to Sec. 215.97, F.S.: CSFA#41.010 Title: The Florida Council Against Sexual Violence

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.: \$25,015.00

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

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

**EXHIBIT 2****PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

**In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:**

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

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

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

- 2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles\*
- OMB Circular A-102 – Administrative Requirements\*\*
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

- 2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles\*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:**

- 2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles\*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

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

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

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

**Attachment III**

<b>Provider: Broward County Sexual Assault Treatment Center</b>	<b>Subcontract Number: 16OAG27</b>																										
<b>Address:</b>	<b>Telephone Number:</b>																										
<b>Service Period/Quarter/Final Payment (check one):</b> Jul 2016 - Sep 2016 (invoice due upon execution: _____) Oct 2016 - Dec 2016 (invoice due 10/15/16): _____ Jan 2017 - Mar 2017 (invoice due 1/15/17): _____ Apr 2017 - Jun 2017 (invoice due 4/15/17): _____ Final Payment (invoice due 7/15/17): _____	<b>OAG Quarterly Rate</b> Jul 2016 - Sep 2016: \$6,253.75 Oct 2016 - Dec 2016: \$5,836.83 Jan 2017 - Mar 2017: \$5,836.83 Apr 2017 - Jun 2017: \$5,836.83 Final Payment (retained funds): \$1,250.75																										
<p style="text-align: center;"><b><u>Summary of Payments</u></b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: center;"><b>OAG</b></td> </tr> <tr> <td>SFY 2016-17 Allocation:</td> <td style="text-align: center;">#####</td> </tr> <tr> <td>Funds Previously Requested:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Amount of this invoice:</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Balance:</td> <td style="text-align: center;">#####</td> </tr> <tr> <td>Actual Expenditures to Date:</td> <td style="text-align: center;">\$0.00</td> </tr> </table> <p>(Actual Expenditures to Date (AED) should equal the amount expended through the period checked above. End of quarter invoice AED amount should equal total indicated on the Quarterly Expenditure Report per fund)</p> <p style="text-align: center;">(NOTE: ALL FUNDS <u>MUST</u> BE EXPENDED BY JUNE 30th)</p> <p>I Certify that the above report is a true and correct reflection of this period's activities, as stipulated in this contract.</p>		<b>OAG</b>	SFY 2016-17 Allocation:	#####	Funds Previously Requested:	_____	Amount of this invoice:	_____	Balance:	#####	Actual Expenditures to Date:	\$0.00	<p style="text-align: center;">(FOR FCASV USE ONLY)</p> <p style="text-align: center;"><b><u>Penalties</u></b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Monthly Rate:</td> <td style="width: 30%; text-align: right;">\$ _____</td> </tr> <tr> <td>Description:</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td></td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td></td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td></td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td></td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$ _____</td> </tr> </table> <p style="text-align: center;"><b><u>Payment Approval</u></b></p> <p>Total Approved For Payment By the Council: \$ _____</p>	Monthly Rate:	\$ _____	Description:	\$ _____		\$ _____		\$ _____		\$ _____		\$ _____	Total:	\$ _____
	<b>OAG</b>																										
SFY 2016-17 Allocation:	#####																										
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	\$ _____																										
	\$ _____																										
Total:	\$ _____																										
Signature of Provider Agency Official _____ Date _____	Signature _____ Date _____																										
Title _____ Phone # _____	Signature _____ Date _____																										