

CFSA No. **41.010**☒ Client ☐ Non-Client

**FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE
STANDARD SUBCONTRACT**

THIS SUBCONTRACT is entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the "Council," and Broward County, Florida hereinafter referred to as the "Provider," and jointly referred to as the "parties."

THE PARTIES AGREE:

I. PROVIDER AGREES:

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

B. Governing Law

1. State of Florida Law: This subcontract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this subcontract.
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 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.
 - f. Employment of unauthorized aliens is a violation of the Immigration and Nationality Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this subcontract by the Council. The Provider must use 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 Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this subcontract who are hired by the subcontractor during the subcontract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
 - 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. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

- k. If Provider is determined to be a subrecipient of federal funds, Provider will 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 System for Award Management. 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) to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and <https://www.sam.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 will, at its expense, cooperate with the Council in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Council and state and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this subcontract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
6. If Provider is a recipient or subrecipient as specified in Attachment II, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this subcontract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this subcontract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
 - b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this subcontract which evidences that expenditures are:
 - 1) Allowable under the subcontract and applicable laws, rules, and regulations;
 - 2) Reasonable; and
 - 3) Necessary for Provider to fulfill its obligations under this subcontract.
 - c. All documentation required by this section is subject to review by the Council and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation. Annual Financial Report. Submit to the Council an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this subcontract within 30 days from the end of each subcontract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this subcontract.
 - d. 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 of the Council, 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.
8. Cooperation with Inspectors General: To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

- D. Monitoring by the Council:** To permit persons duly authorized by the Council to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this subcontract, and interview any clients or employees of Provider to assure the Council of satisfactory performance of the terms and conditions of this subcontract. Following the Council's monitoring, at its sole and exclusive direction, the Council may provide Provider with a written report or take other actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, and termination of this subcontract for cause.
- E. Indemnification**
1. Provider is liable for and will indemnify, defend, and hold harmless the Council and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this subcontract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
 2. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Council within seven days after certified mail or courier delivery notice from the Council. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Council. The Council's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. NOTE: This section, I.E, Indemnification, is not applicable to contracts executed with state agencies or subdivisions, as defined in section 768.28, Florida Statutes.
- F. Insurance:** To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this subcontract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this subcontract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this subcontract. Upon the execution of this subcontract, Provider must furnish the Council written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. 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 sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with this subcontract. In addition, this subcontract will bind the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the Council.
 2. Provider will be responsible for all work performed and all expenses incurred for this subcontract. If the Council permits Provider to subcontract all or part of the work contemplated under this subcontract, including entering into subcontracts with vendors for services or commodities, the Council will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Council permits Provider to subcontract, such permission will be indicated in Attachment I.
 3. 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.
- J. Transportation Disadvantaged:** If clients are to be transported under this subcontract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code.
- K. Purchasing**
1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this subcontract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this subcontract the person, firm, or other business entity carrying out the provisions of this subcontract (Provider) shall be deemed to be substituted for this agency (the Council) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.

2. 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.
3. Alternative Contract Source: This subcontract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Rule 60A-1.045, Florida Administrative Code.
- L. Civil Rights Requirements:** Civil Rights Certification: Provider must comply with applicable provisions of the Department of Health's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery."
- M. 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 Department 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.
- N. Sponsorship:** As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this subcontract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health.*" If the sponsorship reference is in written material, the words "*State of Florida, Department of Health*" will appear in at least the same size letters or type as Provider's name.
- O. Final Invoice:** To submit the final invoice for payment to the Council no more than 30 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. Pursuant to section 287.133, Florida Statutes, 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 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 convicted vendor list.
 2. Pursuant to section 287.134, Florida Statutes, 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. 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 Department of State 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 Department of State 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 state of Florida.
3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by 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. Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.
- U. 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.
- V. Venue:** Venue for any legal actions arising from this subcontract will be in Leon County, Florida.

II. METHOD OF PAYMENT

- A. Subcontract Amount:** The Council agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed \$25,015.00 subject to the availability of funds. The state of Florida's performance and obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other subcontract or from any other source are not eligible for reimbursement under this subcontract.
- 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 are 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. Pursuant to section 215.422, Florida Statutes, the Council has five working days to inspect and approve goods and services, unless this subcontract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Council's fiscal office or contract manager. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Council.
- 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:** The period of performance is July 1, 2022 through June 30, 2023.
- B. Termination**
 1. Termination at Will: This subcontract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 2. Termination Because of Lack of Funds: In the event funds to finance this subcontract become unavailable, the Council may terminate the subcontract upon no less than 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Council will be the final authority as to the availability and adequacy of funds.
 3. Termination for Breach: This subcontract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. If applicable, the Council will employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any

provisions of this subcontract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this subcontract. The provisions herein do not limit the Council's right to remedies at law or in equity.

4. In the event this subcontract is terminated, Provider will be compensated for any deliverables completed prior to the Council's notification to Provider of subcontract termination.

A. 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 in the Council's operating budget.

B. Subcontract Representatives Contact Information:

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:

Broward County, Florida
400 NE 4th Street
Fort Lauderdale, FL 33301-1152

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

Contact Person: Dimitri Oriol
Address: 624 NW 15th Way
City, State Zip: Fort Lauderdale, FL 33311

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

Beverly Gregory
Florida Council Against Sexual Violence
1820 East Park Avenue, Suite 100
Tallahassee, FL 32301
(850) 297-2000

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

Administrative Contact: Ana Ferrer
Address: 400 NE 4th Street
City, State Zip: Fort Lauderdale, FL 33301
Phone: 954-357-5765

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.

C. 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.

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

IN WITNESS THEREOF, the parties hereto have caused this 24 page subcontract to be executed by their undersigned, duly authorized, officials.

BROWARD COUNTY, FLORIDA

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: Jennifer L. Dritt, LCSW

Title: _____

TITLE: Executive Director

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEID# (OR SSN): 59-600051

Reviewed and approved as to form:
 Andrew J. Meyers, County Attorney

DUNS #: 066938358

By: RONALD J. HONICK, III 08/16/2022
 Ronald J. Honick, III
 Assistant County Attorney

PROVIDER FISCAL YEAR END DATE: September 30

By: Karen S. Gordon 8-16-22
 Karen S. Gordon
 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!: Online electronic document management system for providers to utilize in the submission of reports and other documents to the Council. The Track-It! URL is:
<https://trackit.fcasv.org:9001/TrackItWeb/SelfService>

B. General Description.

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

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

C. Manner of Service Provision.

1. **Scope of Work.** The Provider shall ensure that sexual assault recovery services (as described in Attachment I, Section C.1.a.) are provided to its certified service areas throughout the subcontract period. All other activities shall support enhanced service delivery.
 - a. **Tasks:** The Provider will perform the following tasks throughout the term of the subcontract unless otherwise specified:
 - 1) **Services**
 - a) The Provider shall provide sexual assault recovery services to primary and secondary victims of sexual assault. These funded services may include: crisis intervention, information and referral, advocacy, accompaniment, support groups/personal growth groups, therapy, and forensic/medical exam.
 - b) Sexual assault recovery services shall be documented in case notes and maintained in client files in date order. Case notes shall clearly indicate the services provided and how each was related to the sexual violence victimization. Each unit of service provided (counted as a singular event; irrespective of amount of time dedicated) may only be reported as an unduplicated count to a single funding source.
 - 2) Ninety 90% of sexual assault survivors identified will be provided at least two (2) duplicated or unduplicated services during the period in which services continue to be provided from the following options:
 - a) Advocacy
 - b) Accompaniment
 - c) Crisis intervention
 - d) Information and referral
 - e) Support group
 - f) Therapy
 - g) Forensic/Medical Exam
- b. **Task Limits.**
 - 1) All tasks shall be provided within the State of Florida.
 - 2) The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.
 - 3) Sexual assault victims shall not be charged for services rendered.

- 4) The Provider agrees that funds under this subcontract will not be used to conduct public awareness or community education campaigns or related activities. Contract funds may be used to support, inform, or educate sexual assault victims about available services.
- c. The Provider shall remain operational and provide reports for the entire subcontract period, even if the deliverables have been met before the subcontract ending date.

2. Staffing Requirements.

- a. Staffing Levels. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall designate a project manager, identified in Section III.D.4. of the Standard Subcontract, who is responsible for subcontract compliance and who will be the primary point of contact for the Council on progress and all work products.
 - 1) The Provider shall submit job descriptions, resumes and any other credentials for all staff funded under this subcontract to the contract manager.
 - 2) The Provider shall require all staff funded under this subcontract to maintain timesheets signed by each individual and their supervisor to account for their time.
 - 3) The Provider shall notify the Council contract manager in writing within five (5) working days of hiring, replacing and/or terminating staff funded under this subcontract. Notifying other individuals at the Council does not meet this requirement. For new hires, notification shall include a resume and job description (if not previously provided). The contract manager should be contacted to determine if a budget revision is necessary. Reference the applicable subcontract numbers in the subject line of all emails.
 - 4) If any information on the Provider Contact Information Form changes, the Provider shall submit a revised form within five (5) working days of the change to the contract manager. This includes the primary or secondary point of contact.
 - 5) The Provider shall notify the Council one week *prior* to a change of address and submit a revised Provider Contact Information Form within five (5) working days.
 - 6) The Provider shall designate a leadership position of sexual assault program director, manager, or coordinator funded at one hundred (100) percent for sexual assault, regardless of funding source. The Provider shall identify the name, title, and job description for that individual and attest that one-hundred (100) percent of their time will be devoted to sexual assault services and/or related sexual assault program activities during the subcontract period. In circumstances where job duties requiring supervision of staff that spend some of their time on non-sexual assault program duties, The Council *may* approve funding at seventy-five (75) percent FTE for sexual assault. In this case, the agency must demonstrate that the position's primary responsibility is sexual violence leadership and a minimum of three-quarters of the person's time is spent on direct services, outreach, system coordination or supervision directly related to sexual assault. Other exceptions to the requirement may be considered.
 - 7) The Provider shall assign at least twenty-five (25) percent FTE to any position funded under this subcontract to provide sexual assault victim services and/or related activities during the subcontract period. If twenty-five (25) percent exceeds the amount of the award, assign the maximum possible.
 - 8) Direct service staff funded in part or in full through the Council must have one hundred (100) percent of their time designated to sexual assault service provision regardless of funding source. The Council contract manager may approve sexual assault program positions to be funded at seventy-five (75) percent FTE. Exceptions to the requirement include on-call

advocates and helpline staff. The focus of personnel funding should be devoted to providing sexual assault services.

- 9) If operating a sexual assault-only helpline (a helpline that is exclusively advertised and operated for sexual assault assistance), associated costs are allowable.
- 10) If operating a multi-service helpline where twenty-five (25) percent or fewer of the calls are specific to sexual assault:
 - a) Non-personnel expenses (e.g., equipment, phone line) may be covered equal to the percentage of sexual assault calls received, averaged from previous June 1 through May 31 period.
 - b) The only helpline personnel costs that may be covered by funds under this subcontract are those associated with sexual assault training time (Advocacy Core Training plus eight (8) hours of annual ongoing training).
- b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law and/or the Council, and experience necessary to successfully carry out their duties.
- c. Subcontractors. The Provider may, only with prior written approval of the Council, enter into written subcontracts for performance under this subcontract. No subcontract agreement that the Provider enters into with respect to performance under this subcontract shall in any way relieve the Provider of any responsibility for performance of its subcontract responsibilities with the Council. Any subcontract issued by the Provider must align with subcontract requirements identified herein.

3. Service Location and Equipment.

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

4. Deliverables.

- a. Deliverables. See Attachment I, Section C.1.a.

b. Reports. The mere receipt of reports by the Council shall not be construed to mean or imply approval. Although submitted by the due date, incomplete reports will not be considered received. If not rectified by the due date, late penalties will be applied. The Council reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Council, at its option, may allow additional time within which the Provider may remedy the objections noted or after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Council may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Council until required reports have been submitted and/or corrected. See Attachment I, Section D. for additional submission requirements. Deliverable deadlines may be extended upon written request of and approval by the Council contract manager. Reports shall be uploaded to the web version of Track-It! document management system with the subcontract number indicated in the notes section, unless otherwise advised. The Provider shall timely submit the following reports to the Council:

- 1) Quarterly Expenditure Report (QER). The Provider shall submit a completed QER form, incorporated herein by reference, to the Council contract manager to verify that funds are: 1) spent on allowable costs, 2) limited to no more than fifteen (15) percent in administrative expenses, and 3) used to enhance the provision of services and increase the number of victims served. The report shall be due by the 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.
- 2) At the time of each QER submission, the Provider shall also provide the minutes of any Board of Directors meetings held during the previous quarter.
- 3) OAG Services Report. The Provider shall complete the monthly OAG Services Report, by the 10th of the month following the month in which services were provided, to document the provision of at least two (2) services (for example, two separate accompaniment services or two different services, such as accompaniment, crisis intervention) from the following list of services to be provided: Advocacy, Accompaniment, Crisis Intervention, Information and Referral, Support Group, Therapy, and Forensic Medical Examinations. This report can be prepared from a provider's in house tracking system. Services should be grouped by ID number and date identifying the specific services provided and total number of service per victim ID. (NOTE: Please ensure that no victim identifying names are listed in this report).
- 4) Monthly Sexual Violence Data Registry (SVDR).
 - a) The Provider shall document all primary and secondary sexual assault victims served and the services provided with funds from this subcontract in the SVDR, by the 10th of the month following the month in which services were provided. If that day falls on a weekend or holiday, the data must be entered by the last business day previous to the 10th.
 - b) All helpline calls shall be entered as aggregate counts, not distinguished by funding source. The Provider shall retain documentation of the SVDR number assigned to a client receiving a service in addition to helpline assistance. This shall be done in accordance with the manner prescribed by the Council.
 - c) If no services were provided in any given month, the Provider shall submit an explanation to the contract manager by the 10th of the month following the month in which services were to be provided (or at the time the SVDR data is entered; whichever comes first).
- 5) Projected Contract Expense Report. Beginning in January of the contract year, the Provider shall submit monthly a completed Projected Contract Expense Report form, incorporated

herein by reference, to the Contract Manager. The report shall be due by the 15th day of the month following the month in which the most recent expenses were incurred. The first report shall be due on February 15th to include expenses incurred through January of the contract year. This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.

- 6) Annual Financial Report. The Provider shall submit a completed Annual Financial Report form, incorporated herein by reference, to the Council contract manager by July 15. The report shall identify total expenditures, specific to this and only this subcontract, for the preceding subcontract year. Any remaining funds will be deducted from the final invoice payment. The Provider will be contacted by the contract manager if that deduction is insufficient to cover the remaining funds total. The balance must be remitted to the Council by July 30.
- 7) Other Reports. The Provider shall furnish such other reports and information that the Council may require within the time requested.

c. Records and Documentation.

- 1) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Council harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, and promises to defend the Council against the same at its expense.
- 2) The Provider shall, at its own cost, provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential data in accordance with s. 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also, at its own cost, implement measures deemed appropriate by the Council to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.
- 3) Provider shall maintain all required records pursuant to the subcontract in such a manner as to be accessible by the Council upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

5. Performance Specifications.

a. Outcomes and Outputs.

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

b. Monitoring and Evaluation Methodology.

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

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

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

6. Provider Responsibilities.

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

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

7. Council Responsibilities.

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

D. Submission Schedule.

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

E. Method of Payment

1. Payment Clause.

- a. The Council shall pay the Provider for the delivery of service provided in accordance with the terms of this subcontract, subject to the availability of funds.
- b. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (see Attachment III) to the Council in accordance with the following schedule. The initial invoice shall be submitted with this subcontract's signature pages for execution. Subsequent monthly invoices shall be due by the 10th of the month beginning with the invoice for August services to be submitted by September 10th. Subsequent invoices will be due by the 10th of the month for services thereafter. The Provider may ONLY use the current invoice form (Attachment III) provided by the Council. Alternate versions will not be accepted and may delay payment to the next pay period.
- c. 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.
- d. The Provider agrees to refund to the Council any expenditure amounts which are subsequently disallowed pursuant to the terms of the subcontract. Such refunds shall be due

within thirty (30) days following the end of the subcontract or from the time the overpayment is discovered, whichever is earlier.

- e. The provider will make every effort to spend all funds by the end of the subcontract year. When unavoidable, the amount of remaining funds will be confirmed by the contract manager based on a review of the Provider's Annual Financial Report. The amount of remaining funds will be deducted from the final invoice payment. If the deducted amount is insufficient to cover total remaining funds the Provider will be notified by the contract manager of the balance to remit, which shall be due to the Council by July 30.
- f. Financial Consequences. The following financial consequences shall be imposed unless the penalty is waived or reduced, at the discretion of the Council.
 - 1) Invoices not received by the due date shall result in a two (2) percent invoice amount reduction for every late day thereafter.
 - 2) Late submission of reports, and any other deliverables required under this subcontract that are not specifically assigned financial penalties, shall result in a two (2) percent invoice amount reduction for every day after the due date. **Reports must be complete to be considered received.**
 - 3) Data registry entries not fully completed timely shall result in a five (5) percent invoice amount reduction for every late day thereafter.
 - 4) Failure to notify the Council contract manager in writing within five (5) working days of any of the following shall result in a two (2) percent invoice penalty for every late business day thereafter. Notification shall include submission of a revised Provider Contact Information Form, as appropriate.
 - a) Subcontract-funded staff hired, replaced and/or terminated.
 - b) Changes to any information on the Provider Contact Information Form (to include replacement of the Provider's primary, secondary or SVDR point of contact for this subcontract).
 - c) One week prior notification of change of address.
 - 5) Failure to complete the OAG Program Activity Report by the 10th of the month following the month in which services were provided shall result in a five (5) percent invoice amount reduction for every late day thereafter.
 - 6) Multiple penalties shall be added for a total amount to be deducted from an invoice.
 - 7) Execution of future subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables and requested information (to include monitoring report corrective actions).

F. Special Provisions.

1. Cost proposals.

- a. All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Council. No costs may be incurred without prior approval of budget line items by the Council contract manager. Possible

changes should be sent to the contract manager in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request.

- b. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation.
- c. In accordance with the following guidance, any required formal budget revision shall include any previous revisions not appearing in the current budget. New line items included in budget revisions, if approved, shall be effective as of the submission date.
 - 1) A formal budget amendment *is not required* when any of the following occur. However, written notification to the contract manager must be provided within the applicable timeframe required in this subcontract.
 - A less than ten (10) percent variance from any current budget category total.
 - No significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is filled within a ninety (90)-day period.
 - 2) A budget amendment *is required* along with a written justification when any of the following occur.
 - A 10% variance from any current budget category total.
 - A significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is not filled within a 90-day period.
 - A change in the funded program director.
 - When multiple minor changes have been made (see a) above), a budget revision may be required.
- d. Prior approval shall be obtained from the Council contract manager for any travel and/or training not specifically identified and approved in the current cost proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval. Attending staff should appear in the salary portion of the budget or they must be approved by the contract manager. Allow seven (7) working days for an approval.
- e. The Provider shall ensure all activities related to printing, advertising and brochure costs are proofed and incurred by December 31; with the exception of activities and costs related to Sexual Assault Awareness Month (SAAM). Printing, advertising, and brochures are to be distributed during the subcontract year, not purchased at the end of the year for another contract period.
 - 1) The Provider shall ensure all SAAM event printing, advertising, and brochures are proofed and incurred no later than February 28.
 - 2) No cost proposal revisions related to SAAM will be accepted after February 28.
- f. The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the subcontract period.

g. Cost proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Council contract manager.

h. No promotional items may be purchased with OAG subcontract funds.

2. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and email throughout the subcontract period and respond timely to requests by the Council. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number(s) applicable. Reference subcontract numbers in the subject line of all emails.

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

“This project was supported by AGREEMENT No. K05010 through funds issued by the State of Florida, Office of the Attorney General.”

4. Although an audit may not be required in accordance with Attachment II, if performed, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Council contract manager within 45 days after delivery of the audit report, but no later than six months after the Provider's fiscal year end. In addition, the Provider shall submit the Board meeting minutes approving the audit.
5. Anything that is produced or developed in connection with this subcontract shall be the exclusive property of the Office of the Attorney General and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the Provider nor any other individual employed under this subcontract shall have any proprietary interest in any product(s) developed or produced under this subcontract.
6. If the Provider's certification status is revoked and all appeals (in accordance with FCASV's Certification Appeals Process) have been denied, this subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.
7. This subcontract shall be terminated within sixty (60) days of the Council being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2), Florida Statutes.

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

PART III: REPORT SUBMISSION

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

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

- C. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.
- 2. Pursuant to 2 CFR Part 200.521 the Provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Council.
- 3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the Provider directly to each of the following:
 - A. The Council
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
- 4. Any reports, management letter, or other information required to be submitted to the Council pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part §200.512, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 5. Providers, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part §500.512 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

End of Text

EXHIBIT - 1

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

Federal Program 1	N/A	CFDA#	Title	\$
-------------------	-----	-------	-------	----

Federal Program 2	N/A	CFDA#	Title	\$
-------------------	-----	-------	-------	----

TOTAL FEDERAL AWARDS \$ _____

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

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

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

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

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

Matching and Maintenance of Effort *

Matching resources for federal program(s):

Program:	N/A	CFDA#	Title	\$
----------	-----	-------	-------	----

Maintenance of Effort (MOE):

Program:	N/A	CFDA#	Title	\$
----------	-----	-------	-------	----

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

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

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR Part §200.38, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, Providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part §200 and/or Rule 69I-5.006, FAC, Provider has been determined to be:

- ☐ Vendor not subject to 2 CFR Part §200.38 and/or Section 215.97, F.S.
- ☒ Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or Section 215.97, F.S.
- ☐ Exempt organization not subject to 2 CFR Part §200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.5006, FAC [state financial assistance] and 2 CFR Part §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part §200.416 – Cost Principles*
- 2 CFR Part §200.201 – Administrative Requirements**
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part §200.400-.411 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

- 2 CFR Part §200.418 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR Part §200.400(5) (c).

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

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

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement

Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

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

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

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

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.

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

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

Attachment III

Provider: Broward County, Florida		Subcontractor Number: 22OAG27					
Address: 400 NE 4th Street, Fort Lauderdale, FL, 33301-1152							
<u>Service Period / Final Payment</u> (check one) Jul-2022 ☐ Aug-2022 ☐ Sept- 2022 ☐ Oct-2022 ☐ Nov-2022 ☐ Dec-2022 ☐ Jan-2023 ☐ Feb-2023 ☐ Mar-2023 ☐ Apr-2023 ☐ May-2023 ☐ June-2023 ☐		<u>OAG Monthly Rate</u> Jul –2022 Advance Payment <u>\$2,084.00</u> Aug – 2022 –May 2023 <u>\$2,084.00</u> June – 2023 <u>\$2,091.00</u>					
<u>OAG Summary of Payments</u> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;">SFY 2022-2023 Allocation:</td> <td style="border: 1px solid black; padding: 5px; text-align: center;">\$25,015.00</td> </tr> <tr> <td style="padding: 5px;">Amount of this invoice:</td> <td style="border: 1px solid black; padding: 5px;">\$</td> </tr> </table>		SFY 2022-2023 Allocation:	\$25,015.00	Amount of this invoice:	\$	<u>(FOR FCASV USE ONLY)</u> <u>Penalties:</u> Quarterly Rate: \$ _____ <u>Description:</u> \$ \$ \$ \$ Total: \$ _____	
SFY 2022-2023 Allocation:	\$25,015.00						
Amount of this invoice:	\$						
(NOTE: ALL FUNDS MUST BE ENCUMBERED BY June 30th.) I certify that the above report is a true and correct reflection of this period's activities, as stipulated in this contract. Signature of Provider Agency Official Date Print Name and Title Phone #		<u>Payment Approval</u> Total Approved For Payment By The Council \$ _____					