

CFSFA No. **41.031**

**FLORIDA NETWORK OF CHILDREN'S ADVOCACY CENTERS  
STANDARD SUBCONTRACT**

 Client  Non-Client

THIS CONTRACT is entered into between the Florida Network of Children's Advocacy Centers, hereinafter referred to as the *Network*, and Broward County, Florida, hereinafter referred to as the *Provider*. The number assigned to this subcontract is 21/22-GR-CAC26

**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 Network 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 Network.
- c. If this subcontract contains federal funding in excess of \$100,000, the Provider must, prior to subcontract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- d. Not to employ unauthorized aliens. The Network 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 Network. The Provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, 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. The Provider will comply with all federal, state, local laws, and ordinances applicable to the work and will not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.
- 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 Network 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 seven (7) years after termination of the subcontract, or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) 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 Network, the Provider will cooperate with the Network 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 Network.
5. Persons duly authorized by the Network 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 Network 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 Network and/or the State Chief Financial Officer and the Provider will timely comply with any requests for documentation.

**E. Monitoring by the Network**

1. To permit persons duly authorized by the Network 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 Network of satisfactory performance of the terms and conditions of this subcontract. Following such evaluation, the Network will deliver to the Provider a written report of its findings and will include written recommendations regarding the Provider's performance of the terms and conditions of this subcontract. The Provider will correct all noted deficiencies identified by the Network 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 Network, 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 Network; and (3) the termination of this subcontract for cause.
2. The Provider may not accept duplicate funding for any cost, position, service, or deliverable funded by the Network. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and the program is funded by the Network, the Network or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the Network, the Provider will reimburse to the Network one half of the monies previously paid to the Provider for that line item for the grant year in question.
3. The PROVIDER will return to the Network any overpayments made to the PROVIDER stemming from the identification of uncommitted funds or disallowed items pursuant to the terms and conditions of this Agreement. If the PROVIDER or any outside accountant or auditor determines that an overpayment has been made, the PROVIDER will immediately return to the Network such overpayment without prior notification from the Network. If the Network discovers that an overpayment has been made, the Contract Manager, on behalf of the Network, will notify the PROVIDER and the PROVIDER will forthwith return the funds to the Network. Should the PROVIDER fail to immediately reimburse the Network for any overpayment, the PROVIDER will be assessed a service charge equal to the rate of interest payable on judgments or decrees at the lawful rate established by the Chief Financial Officer of the State of Florida pursuant to section 55.03, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the PROVIDER's initial receipt of funds up to the date of reimbursement of the overpayment funds to the Network.

**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 Network 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 Network 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 Network. The Network'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 Network 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 Network 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 Network, 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 Network 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 Network 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.
3. The State of Florida shall always 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 Network 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 Network 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 Network. In the event that the Provider or its independent auditor discovers that overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Network. In the event that the Network first discovers an overpayment has been made, the Network will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Network will charge interest at the rate in effect on the date of overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Providers initial receipt of funds up to the date of reimbursement of said overpayment funds to the Network.

**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, 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).

Critical Incident Reporting for serious violations of law or regulations, significant changes in operation and external impact of anything which could possibly generate negative print, television and/or radio coverage will be reported to the Network's Executive Director Cindy Vallely (850) 671-4791 or at [executivedirector@fnac.org](mailto:executivedirector@fnac.org). The Provider will provide updates to the Network, as needed, regarding ongoing developments related to the incident.

**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.

Expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that state or local government agency. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of \$2,500 unless it is documented that the vendor is a sole source supplier. If the Provider intends to purchase commodities or contractual services from such a sole source supplier, then the provider must first notify the Network of the intended single source purchase. Providing the following information, at a minimum:

- Providers Name
- Title and short description of the commodity or contractual service desired to be purchased
- Contact information for Provider's procurement manager
- Performance and/or design requirements
- Intended single Source
- Price
- Justification for Single Source purchase (i.e., what is necessary and unique about the commodity, contractual service, or source; steps taken to confirm unavailability of competition, as appropriate)

The Network will review the information provided and either approve or disapprove the intention to use the sole source supplier by responding in writing to the Provider within a reasonable timeframe.

**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 Network.
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 Network or the State of Florida. Nor shall the Provider represent to others that it has the authority to bind the Network 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 venture or partner of the Network or the State of Florida.
5. Unless justified by the Provider and agreed to by the Network in Attachment I, the Network 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 Network 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 Network 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, to the extent permitted by Florida law, shall indemnify and save harmless the Network 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. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

**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.

#### **S. Criminal History Records Checks**

1. That Network requires criminal history records check on any Provider's staff, employees or subcontractor staff that has access to children's confidential information resources or facilities operated in whole or in part with funding from this Subcontract unless formally waived in writing by the Network. The cost of performing the criminal history records checks is an allowable expense under this Subcontract.
2. The criminal history records check must be completed in accordance with §§ 394.4572, 408.809 and 435.12, Florida Statutes. A letter certifying that no disqualifying crimes were identified must be submitted to the Network Contract Manager within 30 days. If the Provider adds additional employees during the term of the Subcontract, the names of those staff, employees or subcontractor staff must be provided to the Network Contract Manager within 7 days of beginning work. The Provider shall resubmit updated Criminal History Records Checks certification letters every five (5) years from the prior criminal history records check if the Subcontract is in force.
3. If any disqualifying crimes are present on the record, the Provider agrees to remove the employee from the worksite and terminate the employee's access to confidential information resources, participant's, and the participant's family members.
4. During the term of the subcontract, the Provider shall report in writing to the Network Contract Manager, the arrest, charge or Notice to Appear for an alleged commission of a disqualifying crime in any state or other jurisdiction for any Provider's staff, employee or subcontractor assigned to this Subcontract within one (1) business day of Provider's knowledge. The notice shall include the Provider's name, the staff member's name, and the location and nature of the alleged violation. The Network reserves the right to require the Provider to immediately suspend or terminate the staff members work under this Subcontract, access to any children and their families receiving services funded by this Subcontract and state or federal confidential information obtained or maintained under this Subcontract. The Provider shall notify the Network within ten (10) calendar days of case disposition.

#### **T. CONFIDENTIALITY BREACH REPORTING AND NOTIFICATION RESPONSIBILITY**

That the Provider is subject to the provisions of 501.171 Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidentiality information, as well as fines of up to \$500,000 for failure to report timely.

#### **U. TEXT MESSAGING WHILE DRIVING BY SUBCONTRACTORS, AWARD RECIPIENTS, AND SUBRECIPIENTS**

That the provider will follow Florida law on text messaging while driving company-owned or rented vehicles; while driving privately owned vehicles on official business; or when performing any work for or on behalf of the Network.

**V. Gifts and Gratuities:** The Provider will not offer or give any gift or any form of compensation to any Network employee. As part of the consideration for this agreement, the Parties intend that this provision will survive the Agreement for a period of two years. In addition to any other remedies available to the Network, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Florida Department of management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

#### **W. Health Insurance Portability and Accountability Act**

The Provider will, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d) as well as all regulations promulgated thereunder (45 C.F.R. parts 160, 162, and 164)

### **II. THE NETWORK AGREES:**

#### **A. Subcontract Amount**

To pay for Subcontracted services and expenses according to the conditions of Attachment I up to a maximum amount not to exceed \$280,323.50 for Children's Advocacy Subcontracted Services and expenses up to a maximum amount not to exceed \$11,111.11 for Child Protection Team Subcontracted Services, subject to the availability of funds. The Network 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 and expenses paid under any other contract or from any other source are not eligible for reimbursement under this subcontract.

#### **B. Payment:**

This is a Monthly COST Reimbursement Subcontract and will be reimbursed monthly once all monthly documents and backup documentation required under this Subcontract have been submitted in correct form and entirety.

### **III. THE PROVIDER AND THE NETWORK MUTUALLY AGREE**

#### **A. Effective and Ending Dates**

This Subcontract shall begin on July 1, 2021, or the date upon which the contract between the Network and the Florida Office of the Attorney General for general revenue funding is executed, whichever is later, and will continue until June 30, 2022.

#### **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 Network 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 Network 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 Network 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 Network'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 Network in a manner satisfactory to the Network 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 Network, been notified by the Network of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Network; or (2) had a contract terminated by the Network 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 Network's operating budget. The Provider may request a budget modification which must be approved by the Network prior to the expenditure of any Network grant funds arising from any adjustments between previously approved budget categories and line items. Budget modification is at the sole discretion of the Network. No Budget Modifications or amendments can be made after the earlier of the end of the Term, the termination of this Agreement pursuant to Article 33 or when the Total Grant Amount has been paid by the Network to the Provider.

**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:

Broward County, Florida  
400 Northeast 4th Street  
Fort. Lauderdale, FL 33301

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

Dimitri Oriol  
624 NW 15<sup>th</sup> Way  
Fort Lauderdale, FL 33311

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

Gretchen Wild-Story  
565 E. Tennessee Street 2<sup>nd</sup> Floor  
Tallahassee, FL 32308  
(850) 350-6466

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

Ana Ferrer  
400 Northeast 4th Street  
Fort. Lauderdale, FL 33301

- 5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing **within 5 days** to the other party and said notification attached to originals of this subcontract.
- 6. Pursuant to section 215.422 (7), Florida Statutes (2017), the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

**E. All Terms and Conditions Included**

This subcontract and its attachments as referenced, I, II and III and any additional exhibits referenced therein, and any documents incorporated by reference 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. 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 Florida law without reference to conflict of laws principles. Jurisdiction and venue for any action on proceeding arising out of, relating to, or in connection with this Subcontract shall lie exclusively in the courts of the state of Florida in Leon County, Florida.

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

IN WITNESS THEREOF, the parties hereto have caused this twenty-six (26) page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: BROWARD COUNTY, FLORIDA

Florida Network of Children's Advocacy Centers

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

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

NAME: \_\_\_\_\_

NAME: CINDY VALLELY

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

TITLE: EXECUTIVE DIRECTOR DATE: \_\_\_\_\_

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

By: Karen S. Gordon, Esq. 7/29/21  
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 Network to be responsible for the management of this subcontract.
- b. OAG funds: General Revenue funds issued from the Office of the Attorney General through the Florida Network of Children's Advocacy Centers.
- c. 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).
- d. Track-It! Electronic document management system for providers to utilize in the submission of reports and other documents to the Network. The Track-It! URL is:  
<https://trackit.fncac.org:9001/TrackItWeb/SelfService>

### B. General Description.

- a. General Statement. Funds provided under this subcontract shall be used to support and provide community, investigative, legal and social service programs necessary to deliver services to children who are victims of physical and/or sexual abuse, children who witness violent crime or domestic violence, children who are victims of neglect or who are endangered due to drugs or alcohol abuse, and their families or caregivers, for the duration of the subcontract period.
- b. Major Program Goals.
  - A. Reduce trauma to the child abuse victim through therapeutic program services.
  - B. Protect and nurture children by reducing the trauma caused by multiple investigative interviews.
  - C. Improve collaboration between law enforcement, prosecution, treatment professionals, educators, and child protective workers to provide more coordinated services to the children and their families.
  - D. Enhance the quality of investigations to improve the protection of children and the prosecution of perpetrators.
  - E. Take an active role to reduce child abuse in the community.

#### 1. Clients to be Served.

- a. General Description. All alleged child victims of abuse, neglect, drug endangerment, and witness to violence, and their families or caregivers may be provided services.
- b. Client Eligibility. Eligibility extends to any children, their families or caregivers that have been the victim of child violence (primary or secondary victims). The primary presenting reason for an individual to receive services supported under this subcontract must be related to child violence.
- c. Client Determinations. In the event of any disputes regarding the eligibility of clients, the determination made by the Network 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.

**2. Staff Qualifications:** Provider will ensure that sub-recipient staff, contractors and volunteers working at the local children's advocacy centers who are providing services funded under this Subcontract are screened and trained in accordance with §39.001 (2), Florida Statutes, and meet minimum acceptable qualifications to perform their job



functions. At a minimum, professional staff who deliver direct services must have the following qualifications:

- 2.1. **Psychiatrist:** a medical practitioner licensed under Chapter 458 or Chapter 459, Florida Statutes, for at least three (3) years, inclusive of psychiatric residency.
- 2.2. **Psychiatric Nurse Practitioner:** advanced registered nurse practitioner certified under §464.012, Florida Statutes, who has a master's or doctoral degree in psychiatric nursing, holds a national advanced practice certification as a psychiatric mental health advanced practice nurse, and has 2 years of post-master's clinical experience under the supervision of a psychiatrist.
- 2.3. **Psychologist:** licensure pursuant to §490.005(1), §490.006, Florida Statutes, or the provision identified as §490.013(2) in Ch. 81-235, § 1, Laws of Florida.
- 2.4. **Clinical Psychologist:** a psychologist as defined in §490.003(7), Florida Statutes, with at least three (3) years of postdoctoral experience in the practice of clinical psychology, inclusive of the experience required for licensure.
- 2.5. **Mental Health Counselor (as defined by §490.003, Florida Statutes):** licensure or certification pursuant to §491.006, §§491.0045-0046, Florida Statutes.
- 2.6. **Clinical Social Worker:** licensure pursuant to §491.005, §491.006, §§491.045-046, Florida Statutes.
- 2.7. **Physician:** licensure pursuant to Chapters 458 or 459, Florida Statutes.
- 2.8. **Physician's Assistant:** licensure pursuant to §458.347 and §459.022, Florida Statutes.
- 2.9. **Primary Care Physician:** a general or family medical practitioner licensed under Chapter 458 or Chapter 459, Florida Statutes, who is the child's primary physician.
- 2.10. **Advanced Practice Registered Nurse:** licensure pursuant to §464.012, Florida Statutes, and graduation from a program leading to a master's or doctoral degree in a nursing clinical specialty area with preparation in specialized practitioner skills.
- 2.11. **Master's Level Students/Interns:** Students or interns who have completed a Master's Degree in psychology, clinical psychology, mental health counseling, clinical social work or another associated degree who are actively working toward licensure or certification or who are enrolled in a doctoral degree program for any of the previously mentioned disciplines, may fulfill the roles identified in 2.3, 2.4, 2.5, or 2.6 above.
- 2.12. **Advocacy Paraprofessionals:** Persons with a bachelor's degree from an accredited college or university in social work or completion of a certification program offered by an accredited college or university, a governmental agency, a professional association, or an internal training program offered by an accredited children's advocacy center. Paraprofessionals may only provide advocacy services and are prohibited from providing mental health counseling or treatment services.

### C. Program Areas and Services

The Provider will ensure that, at a minimum, the following programs and services are being funded by this Subcontract.

- i. Scope of Work. The Provider shall ensure that all services (as described in Attachment I, Section C.i.a.) are provided in 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) Therapy Program Services.
  - a) The Provider shall provide Medical Assessments: an examination or records consultation resulting in a report of the nature, severity and prognosis of physical trauma sustained by the child victim performed by a primary care or emergency care physician, a licensed physician's assistant, or advanced registered nurse practitioner. Medical Assessments are subject to the provisions of FS 960.28(1).
  - b) The Provider shall provide Mental Health Services: Including intake, treatment plans, individual counseling, family counseling and group counseling.
    1. Individual Therapy Services: Specialized trauma-focused mental health services provided to the child victim, caregiver and siblings designed to meet the unique needs of the child and family.
    2. Group Therapy Services: Specialized trauma-focused mental health services provided in a group setting to the child victim, caregiver, and siblings designed to meet the unique needs of the child and family.
    3. Family Therapy Services: Specialized trauma focused mental health services provided in a group setting designed to meet the unique needs of the child victim, caregiver, and siblings designed to meet the unique needs of the child and family.
    4. Psychological Evaluation Services: An examination by a licensed psychologist using a psychological testing, review of history, clinical interviews, behavioral symptoms, and observations for the purpose of determining the child's current psychological and neurological functioning to assist the evaluator in providing relevant and sound options in matters where the child's health and welfare may have been harmed.
- 2) Case Management and Advocacy:
  - 2.1. Crisis assessment and intervention, risk assessment, and safety planning and support for children and family members at all stages of involvement with the Children's Advocacy Center (CAC).
  - 2.2. Assessment of individual needs and cultural considerations for the child and family to ensure those needs are addressed.
  - 2.3 Presence at CAC during the forensic interview in order to participate in information sharing; inform and support family about the coordinated, multidisciplinary response; and assess needs of child and non-offending caregiver.
  - 2.4 Provision of education and access to victims' rights and crime victims' compensation.
  - 2.5 Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance, etc.)

- 2.6 Provisions of referrals for specialized, trauma focused, evidence supported mental health and medical treatment, if not provided at the CAC.
- 2.7 Access to transportation to interviews, court, treatment, and other case-related meetings.
- 2.8 Engagement in child and family response regarding participation in the investigation and/or prosecution.
- 2.9 Participation in case review in order to discuss the unique needs of the child and family and plan associated support services, ensure the seamless coordination of services, and ensure the child and family's concerns are heard and addressed.
- 2.10 Provision of updates to the family on case status, continuances, dispositions, sentencing, and inmate status notification (including offender release from custody).
- 2.11 Provision of court education and courthouse/courtroom tours, support, and accompaniment.
- 2.12 Coordinated case management meetings with all individuals providing victim advocacy services.

3) Child Protective Team Services.

- 3.1 **Forensic interviews:** a developmental and age-appropriate interview conducted by staff with a child advocacy center to collect factual information to determine if the child was the victim of a crime or witnessed a crime against another person.
  - 3.2 **Specialized Interviews:** an interview conducted for the purpose of gathering clinical data, family functioning, and family history.
  - 3.3 **Medical Assessments:** an examination or records consultation resulting in a report of the nature, severity and prognosis of physical trauma sustained by the child victim performed by a primary care or emergency care physician, a licensed physician's assistant, or advanced registered nurse practitioner.
- 4) Using the budget form provided by the Network, 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 by July 3, 2021.
- a. 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.
  - b. 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.

**3. 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 Network 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 Network 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, Level 2 Background Check, 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.
  - 5) The Provider shall notify the Network one week *prior* to a change of address and submit a revised Provider Information form within five (5) working days of the change.
- b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully carry out their duties.
- c. Subcontractors. The Provider may, *only* with prior written approval of the Network, 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 Network.

#### **4. 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 Network.
- 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's office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding state-sanctioned holidays.
- e. None of the funds made available pursuant to this subcontract may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

## 5. Deliverables.

- a. Deliverables. See Section C.i.a.
- b. Reports. The mere receipt of reports by the Network shall not be construed to mean or imply approval. The Network reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Network, 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 Network may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Network until required reports have been submitted. The Provider shall timely submit the following reports to the Network:
  - 1) Invoice and Monthly Expenditure Report (MER). The Provider shall submit a completed MER form, incorporated herein by reference, to the Network contract manager to verify that funds are: 1) spent on allowable costs, and 2) used to enhance the provision of services and increase the number of victims served. The report shall be due by the 25<sup>th</sup> day of the month following the month in which services were provided, summarizing all expenditures. This report, to be completed in accordance with instructions provided by the Network, shall identify expenditures made with subcontract funds only.
  - 2) Monthly Program Service Reports. The Provider shall complete the monthly Program Report form, incorporated herein by reference, by the 25<sup>th</sup> of the month following the month in which services were provided, to document achievement of service tasks identified in Section C.1.a. of this subcontract.
  - 3) General Revenue Personnel Spreadsheet: This form is used to seek reimbursement of allowable personnel expenses as outlined in the approved Network Budget. This form must be included in the invoice and must be submitted by the 25<sup>th</sup> day of the following month in which the expenses were expended. (This form is not required if the approved budget does not contain personnel expenses).
  - 4) Actual Expense Report: This form is used to seek reimbursement of allowable contractual, operating and training expenses as outlined in the approved Network Budget. This form must be included with the Invoice and must be submitted by the 25<sup>th</sup> day of the month following the month in which the expenses were expended. (This form is not required if the approved budget does not contain any contractual, operating and training expenses).
  - 5) Project Specific Timesheet: Project Specific Timesheets notating the pay period must be used to report time spent on General Revenue grant project. Only salary for time spent on activities related to the General Revenue Grant is reimbursable. A Project Specific Timesheet must be used by all organizations requesting reimbursement of personnel expenses. The timesheets must be completed for all staff including Executive Directors who are reimbursed from the General Revenue Grant. Failure to submit the Project Specific Timesheets must be submitted monthly when claiming reimbursement of personnel expenses. The form must be signed and dated by the employee and their supervisor. Executive directors must sign and date their timesheets and have their timesheets authorized by a member of the Board of Directors or their Supervisor, when claiming reimbursement of

personnel expenses. Executive Directors may authorize the timesheets of their staff providing staff is not related to the Executive Director. At least one Project Specific Timesheet must be used for each staff member. The organization may use as many timesheets as necessary to report the appropriate time spent on the General Revenue Grant.

- 6) Daily Vehicle Use Log: This form is used to report mileage for activities related to the General Revenue grant within the organization's local service area. This form **is not** for use when traveling outside the organization's service area. The signature of staff claiming mileage is required and the form must be signed by the Executive Director. Executive Directors must authorize daily Vehicle Use Log of their staff providing staff is not related to the Executive Director. Executive Directors sign and date their own Daily Vehicle Use Log and must have their Daily Vehicle Use Log authorized by a member of the Board of Directors when claiming reimbursement of mileage expenses.
- 7) Property Inventory: All property purchased pursuant to Chapter 273, Florida Statutes and Florida Administrative Code Chapter 691-72, using grant funds, requires a Property Inventory Report be completed and submitted to the Network at the time reimbursement is requested. Payment will not be authorized until such time as the required Property Inventory Report has been submitted.
- 8) Authorization to Incur Travel Expense: Pursuant to Florida Administrative Code Rule 691-42.003, form DFS-AA-13 will be used when requesting approval for travel. The form will be signed by the person requesting travel and their supervisor or an authorized member of the organization's Board of Directors. It must be completed prior to travel taking place and must evidence the estimated cost of travel as allowed under Section 112.061, Florida Statutes. This form must be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following the actual travel.
- 9) Travel Voucher: Pursuant to Florida Administrative Code Rule 691-42.003, form DFS-AA-15 will be used when requesting reimbursement for travel expenses associated with the General Revenue grant project. The form will be completed by all travelers requesting reimbursement from the General Revenue grant and will be prepared in strict compliance with Section 112.061, Florida Statutes. The form will be signed by the traveler and the official authorizing the travel, a supervisor, or an authorized member of the Board of Directors. Social Security numbers should not be placed on the form when submitting for reimbursement. However, the organization must maintain information to correctly identify all authorized travelers under audit. Only those travel expenses associated with the General Revenue project and in the program's approved budget are reimbursable. This form should be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following travel and must be accompanied with form DFS-AA-13, Authorization to Incur Travel Expense, and must be submitted at the time the monthly Invoice is Submitted.
- 10) Program Modifications: The Program Modification Request form is used to request modifications to program deliverables and must be submitted on or

before March 31<sup>st</sup>, for review to allow sufficient time for the program to meet any approved changes.

11) Monthly Deliverables Report: This form is used to provide information on the minimum performance measures required for all General Revenue grant funds and to justify reimbursement. This form must be submitted when the Invoice is submitted, and the provider must submit the required supporting documentation indicating completion or compliance with the required deliverables. Otherwise, the Invoice cannot be processed. If the provider fails to meet the minimum performance measures or provide the required supporting documentation, Financial Consequences will be applied pursuant to Section 215.971(1) (c) Florida Statutes.

12) Other Reports. The Provider shall furnish such other reports and information that the Network 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 Network 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. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

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

**6. Performance Specifications.**

1). Monitoring and Evaluation Methodology.

a) 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 Network, at its exclusive option, may allow up to three (3) months for the Provider to achieve compliance with the standards. If the Network affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Network 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 Network.

b) The Provider shall comply with the requirements of the Network's Standard Subcontract, section I.E., with reference to monitoring by the Network. The Provider agrees to fully cooperate with the Network in the conduct of both performance audits and financial audits. The Provider will be evaluated through on-site and/or virtual 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.

## 7. 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.
- b. Contact Information. The Provider shall submit a Provider Contact Information Form to the Network contract manager with signature pages for execution of this subcontract. Contact information changes must be documented on a revised Provider Contact Information Form and submitted to the Network 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 Network 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 Provider's 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 funding activities, and date of travel along with the name of the person to be reimbursed.

## 8. Network Responsibilities.

- a. Network Obligations. The Network will provide technical support and assistance to the Provider to increase its capacity to offer victims/survivors the highest quality of services.
- b. Network Determinations. The Network 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 Network.
2. All reports, invoices, or other items identified herein shall be submitted electronically to the Network 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.fncac.org:9001/TrackItWeb/SelfService>

## **E. Method of Payment**

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

- a. The Network 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 Network contract manager in accordance with the following schedule. The invoice shall be due each month on the 25<sup>th</sup> day of the month following the month of service expenses.
- 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 Network and necessary adjustments have been made and approved by the Network. It is agreed that the Network’s determination of acceptable service shall be conclusive. If the Provider fails to achieve the deliverables in accordance with the subcontract, the Provider will be assessed a financial consequence in the amount of 3% of the total monthly reimbursement request.
- d. The Provider agrees to refund to the Network, any payments made by the Network 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.
- e. 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. If the Provider fails to achieve the deliverables in accordance with the subcontract, the Provider will be assessed a financial consequence in the amount of 3% of the total monthly reimbursement request.
- f. Financial Consequences.

If the Provider fails to achieve the deliverables in accordance with the subcontract, the Provider will be assessed a financial consequence in the amount of 3% of the total monthly reimbursement request.

- 1) In the event Network requires a Corrective Action Plan (CAP), Network may withhold an amount up to 3% of the Providers monthly reimbursement, depending on the severity of the deficiency and the length of time the Provider proposes to cure the deficiency(ies). If the Provider fails to correct the deficiency(ies) within the time allowed, the Provider will forfeit the withheld amounts as liquidated damages. If the deficiency(ies) are cured by the due date, the withheld amounts will be returned to the Provider.
- 2) Failure to notify the Network contract manager in writing within five (5) working days of any of the following may result in a 3% invoice penalty; unless the penalty is waived or reduced at the discretion of the Network.
  - a) subcontract-funded staff hired and/or terminated.
  - a) changes to any information on the Provider Information Form.
- 3) Multiple penalties, as listed in this sub section f., may be added for a total amount to be deducted from an invoice.

- 4) Execution of future subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables, required documents and requested information (to include monitoring report corrective actions).

## **F. Special Provisions.**

**1. Cost proposals.** All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Network. No costs may be incurred without prior approval of budget line items by the Network 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 review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the subcontract period.
- 2) Cost proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Network contract manager.
  - a. Prior approval shall be obtained from the Network 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. 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 Grant No. K05173, awarded by State of Florida, Department of Legal Affairs, Office of the Attorney General and Florida Network of Children's Advocacy Centers."
3. 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 Network contract manager within 45 days after delivery of the audit report, but no later than six months after the Provider's fiscal year end.
4. 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.

5. If the Provider's certification status is revoked and all appeals (in accordance with the National Children's Alliance's (NCA) Certification Appeals Process) have been denied, this subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.
6. This subcontract may be terminated within sixty (60) days of the Network 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 Network to the Provider may be subject to audits and/or monitoring by the Network, 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 Network 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 Network. In the event the Network determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Network 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 Network, 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 Network 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 Network. 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 sources 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 Network 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 Network shall be fully disclosed in the audit report with reference to the Network 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 Network 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 Network 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 Network, 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 Network 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 Network shall be fully disclosed in the audit report with reference to the Network 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 Network 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 Network 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 Network as follows:

Submit to the Network’s Contract Manager via Track IT

Audits must be submitted in accordance with the instructions set forth in Exhibit 2 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 Network of Children’s Advocacy Centers  
565 E. Tennessee Street, 2<sup>nd</sup> Floor  
Tallahassee, Florida 32308

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 2 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 2 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 Network 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 Network 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 Network, 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 Network, 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 Network.

**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			\$ _____

**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#41.031 Title: The Florida Network of Children’s Advocacy Centers

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.: \$291,434.61

**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 FNCAC GR/CPT Invoice 2021/2022

<b>Provider:</b>				<b>Subcontract Number:</b>	
<b>Address:</b>				<b>Telephone:</b>	
<b>Service Period (check one):</b>				<b>FNCAC GR/FNCAC CPT/Line-Item Monthly Rate</b>	
Jul 2021	_____	Nov 2021	_____	Mar 2022	_____
Aug 2021	_____	Dec 2021	_____	Apr 2022	_____
Sept 2021	_____	Jan 2022	_____	May 2022	_____
Oct 2021	_____	Feb 2022	_____	Jun 2022	_____
<b>Summary of Payments</b>				(FOR FNCAC USE ONLY)	
				Combined Monthly Total: _____ <b>\$0.00</b>	
				<b>Penalties</b>	
SFY 2021/2022 Allocation: _____  Total Funds Requested This Month: _____  Actual Expenditures to Date: _____  Balance: _____				<b>Description:</b>	
				\$ _____	
				\$ _____	
				\$ _____	
				\$ _____	
(Actual Expenditures to Date (AED) should equal the amount expended through the period checked above. Monthly invoice AED amount should equal total indicated on the Monthly Expenditure Report per fund)				Total Penalties: _____ <b>\$0.00</b>	
(NOTE: ALL FUNDS <u>MUST</u> BE EXPENDED BY JUNE 30th)					
<b>Total County Funding Amount: \$_____ Has not changed for FY 21/22</b>					
I Certify that the above report is a true and correct reflection of this period's activities, as stipulated in this contract and no expenses requested have been paid by another funding source.				<b>Payment Approval</b>	
				<b>Total Approved for Payment by the Network: _____ <b>\$0.00</b></b>	
Signature of Provider Agency Official _____				Date _____	
Title _____				Phone # _____	
				Signature _____	
				Date _____	