

CFSA No. 64.061 and 64.069

**FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE  
STANDARD SUBCONTRACT**

☒ Client   ☐ Non-Client

THIS CONTRACT is entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the *Council*, and Alachua County Board of Commissioners hereinafter referred to as the *Provider*.

**THE PARTIES AGREE:****I. THE PROVIDER AGREES:****A. To provide services in accordance with the conditions specified in Attachment I.****B. Requirements of §287.058, Florida Statutes (FS)**

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

**C. To the Following Governing Law****1. State of Florida Law**

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

**2. Federal Law**

- a. If this subcontract contains federal funds, the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
  - b. If this subcontract contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Provider shall report any violations of the above to the Council.
  - c. If this subcontract contains federal funding in excess of \$100,000, the Provider must, prior to subcontract execution, complete the Certification Regarding Lobbying form, Attachment (N/A). If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
  - d. Not to employ unauthorized aliens. The Council shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this subcontract by the Council. The Provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the subcontract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the subcontract term. Subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
  - e. The Provider shall comply with the President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.
  - f. The Provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, 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. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
  - g. 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).
  - h. If the Provider is determined to be a subrecipient of federal funds, the Provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the System for Award Management. No payments will be issued until the Provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed SAM registration) to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and <https://www.sam.gov>.
- D. Audits, Records, and Records Retention**
1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Council under this subcontract.
  2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this subcontract for a period of six (6) years after termination of the subcontract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this subcontract.

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

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

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

#### **F. Indemnification**

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

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

#### **G. Insurance**

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

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

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

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

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

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

3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this subcontract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the subcontract. In addition, this subcontract shall bind the successors, assigns, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The subcontractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Council in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

#### **J. Return of Funds**

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

#### **K. Incident Reporting**

##### **Abuse, Neglect, and Exploitation Reporting**

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

#### **L. Transportation Disadvantaged**

If clients are to be transported under this subcontract, the Provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The Provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

#### **M. 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.

#### **N. Civil Rights Requirements**

**Civil Rights Certification:** The Provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

#### **O. Independent Capacity of the Subcontractor**

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

#### **P. Sponsorship**

As required by §286.25, FS, if the 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 shall, 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* shall appear in at least the same size letters or type as the name of the organization.

#### **Q. 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.

#### **R. Public Entity Crime and Discriminatory Vendor**

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

Council if it or any of its affiliates, subsidiaries, directors, officers or employees are placed on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or federal government.

#### **S. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this subcontract, or in any way connected herewith, the Provider shall refer the discovery or invention to the Council to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this subcontract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this subcontract are hereby reserved to the State of Florida.
3. The Provider, without exception, shall 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 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.

#### **T. 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.

#### **U. 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. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the Provider, upon execution of this agreement. The Provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The Provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

### **II. THE COUNCIL AGREES:**

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

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed **\$122,534.00** 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 contract or from any other source are not eligible for reimbursement under this subcontract.

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

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

This subcontract shall begin on July 1, 2016 or the date upon which the contract between the Council and the Florida Department of Health funding is executed, whichever is later, and shall be retroactive to that date if executed thereafter. It shall end on June 30, 2021.

#### **B. Termination**

##### **1. Termination at Will**

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

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

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

##### **3. Termination for Breach**

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

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

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

#### **C. Renegotiation or Modification**

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

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

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

Alachua County Board of Commissioners  
218 SE 24 St  
Gainesville, FL 32641

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

Julie Thompson, Senior Fiscal Assistant  
218 SE 24 St  
Gainesville, FL 32641

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

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

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

Laura Kalt, Director  
218 SE 24 St  
Gainesville, FL 32641  
352-264-6762

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

#### E. All Terms and Conditions Included

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

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

IN WITNESS THEREOF, the parties hereto have caused this 27-page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: ALACHUA COUNTY BOARD OF COMMISSIONERS

SIGNATURE:

PRINT/TYPE NAME:

TITLE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE: N/A

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

DUNS #:

Florida Council Against Sexual Violence

SIGNATURE:

PRINT/TYPE NAME: JENNIFER L. DRITT

TITLE: EXECUTIVE DIRECTOR

DATE:

APPROVED AS TO FORM

  
ALACHUA COUNTY ATTORNEY

RECEIVED SEP 21 2016



## ATTACHMENT I

### A. Services to Be Provided.

#### 1. Definitions of Terms

- a. **Contract Manager:** An individual designated by the Council to be responsible for the management of this subcontract.
- b. **Core Services:** Required sexual assault victim services and related activities to be performed by Council-certified sexual assault programs. The nine (9) core services are: 1) 24-hour helpline, 2) information and referral, 3) crisis intervention, 4) advocacy, 5) accompaniment, 6) community awareness, 7) system coordination, 8) support groups/personal growth groups and 9) therapy.
- c. **Enhanced Services:** Non-required sexual assault victim services, approved by the Council.
- d. **GR:** General Revenue funds issued through the Florida Council.
- e. **Primary Victim:** Any person who has been the victim of any sexual assault.
- f. **Quarter:** A three-month period of the State's fiscal year, which begins on July 1. The quarters for this subcontract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).
- g. **Rape Crisis Program Trust Fund (RCPTF) (abbreviated as TF):** A trust fund created within the Department of Health and authorized under Section 794.056, Florida Statutes, for the purpose of providing funds for rape crisis centers in Florida. Trust fund money must be used exclusively for the purpose of providing services for victims of sexual assault.
- h. **Secondary Victim:** Any individual impacted by a primary victim's sexual assault.
- i. **Sexual Violence Data Registry (SVDR):** An internet-based data system for the reporting of sexual assault victims and primary prevention activities data. The SVDR accepts no personal identifiers, therefore ensuring anonymity of victims. The data registry URL address is: <https://eas40ex.doh.state.fl.us/svr/pages/main1.aspx>.
- j. **Track-It!** Electronic document management system for providers to utilize in the submission of reports and other documents to the Council.

### B. General Description.

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

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

## **2. Clients to Be Served.**

- a. General Description. All victims of sexual assault may be provided services.
- b. Client Eligibility. Eligibility extends to any individual that has been the victim of sexual assault (primary 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 current or former victim of sexual assault, related sexual assault-specific victim services may be supported under this subcontract.
- c. Client Determinations. In the event of any disputes regarding the eligibility of clients, the determination made by the Council is final and binding on all parties.
- d. Subcontract Limits. All services shall be performed during the subcontract period. The amount of services to be provided is limited to the amount of 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 Alachua, Bradford and Union counties throughout the subcontract period. All other activities shall support enhanced service delivery.
  - a. Tasks: The Provider will perform the following tasks throughout the term of the subcontract unless otherwise specified:
    - 1) Services.
      - a) The Provider shall provide the following nine (9) core services in accordance with the Council's service standards: 1) 24-hour helpline, 2) information and referral, 3) crisis intervention, 4) advocacy, 5) accompaniment, 6) community awareness, 7) system coordination, 8) support groups/personal growth groups and 9) therapy. Services shall be provided to both reporting and non-reporting primary and secondary victims of sexual assault and may include enhanced services recognized by the Council.
      - b) Sexual assault recovery services shall be documented in case notes and maintained in client files in date order. In accordance with the Council's *Guidelines for Documenting Sexual Violence Services in Client Files*, incorporated herein by reference and maintained on the Council's website, case notes shall clearly indicate the services provided and how each was related to the sexual assault victimization.
      - c) The Provider shall provide in-person crisis intervention services within two (2) business days of the request in each county served. Walk-in clients will be assessed

for physical and emotional safety and provided same-day crisis intervention services as needed.

- 2) Using the budget form provided by the Council, the Provider shall prepare a line-item budget to identify anticipated TF and GR fund expenditures. The budget shall be submitted to the contract manager for approval within ten (10) business days of contract, and subsequent annual amendment, execution.
- 3) Monthly Sexual Violence Data Registry (SVDR) Data.
  - a) The Provider shall document all primary and secondary sexual assault victims served and the services provided with funds from this subcontract in the SVDR, by the 10<sup>th</sup> of the month following the month in which services were provided. If that day falls on a weekend or holiday, the data must be entered by the last business day previous to the 10<sup>th</sup>.
  - b) All helpline calls shall be entered as aggregate counts for each of the following: 1) number of primary victim calls, 2) number of secondary victim calls, and 3) number of all other calls. Helpline calls are not distinguished by funding source.
- 4) Helpline monitoring and quality assurance
  - a) The Provider shall participate in annual helpline training and monitoring conducted by the Council.
    - i) If a failing grade is given on the monitoring report, the Provider agrees to submit a Quality Assurance Action Plan (QAAP) to the Council detailing steps to correct the poor rating and the dates to achieve those steps. The QAAP shall be submitted to the Council for approval within fifteen (15) days of the deficiency notification date.
    - ii.) The Provider agrees to participate in technical assistance offered by the Council.
  - b) The Provider shall maintain a quality assurance program to monitor and assess the skills of each individual answering the helpline at least annually.
    - i) By October 10 the Provider shall submit to the Council its plan to implement the quality assurance program.
- 5) The Provider agrees to complete an annual survey, provided by the Council, to address enhanced service delivery, ways the Council may provide assistance and future statewide initiatives.
- 6) SART participation
  - a) The Provider shall participate in or coordinate a Sexual Assault Response Team (SART) that meets at least quarterly and includes, at a minimum, representatives from law enforcement agencies, the state attorney's office, the local forensic exam facility (if applicable) and acute care hospitals. SARTs may be multicounty if they meaningfully address the collaborative response to sexual assault in each county and representatives from each county attend regularly.



- b) In any quarter where representatives from the sheriff's office, police department receiving the highest number of forcible rapes, two major acute care hospitals and the state attorney's office in each county served do not attend a SART meeting, individual visits focusing on sexual assault system coordination with each of the aforementioned entities may be substituted. System coordination visits must be conducted with people who have authority to make improvements to their agency's response to sexual assault survivors. Leaving brochures with a receptionist or talking with an administrative assistant does not fulfill this requirement.
- i) For purposes of this requirement, the number of forcible rapes per county is that listed in the Florida Department of Law Enforcement's Annual Uniform Crime Reports under County and Municipal Offense Data for the previous calendar year (i.e., for 2016-2017 contract period, reference the 2015 data):  
<http://www.fdle.state.fl.us/cms/FSAC/UCR-Reports.aspx>.
- c) Acute care hospitals can be found on the Florida Hospital Association's statewide directory at: <http://www.fha.org/reports-and-resources/hospital-directory.aspx>. In counties with fewer than two acute care hospitals, SART representation by, or visits with, county health departments or other health care facilities/providers will fulfill the requirement.
- d) Identification of law enforcement agencies and hospitals. The Provider shall submit to the Council by August 1:
  - i) a copy of the FDLE County and Municipal Offense Data sheet for the previous calendar year (i.e., for 2016-2017 contract period, provide the 2015 report) for each county served, identifying the police department receiving the highest number of forcible rape reports, and
  - ii) a printout of the Florida Hospital Association directory of hospitals for each county served, identifying the acute care hospitals.
- e) SART meetings and quarterly visits may not be counted as outreach activities.
- 7) The Provider shall conduct at least six (6) in-person outreach activities per quarter per county, for a total of 24 in-person outreach activities per county for each contract period ending June 30.
  - a) A minimum of one (1) activity per quarter must take place at a local community sponsored event, such as a health fair or community festival.
  - b) A minimum of one (1) activity per quarter must focus on those attending colleges, universities and/or technical colleges.
  - c) All activities must be sexual assault specific and highlight the Provider's sexual assault program services.
  - d) Examples of sexual assault specific outreach activities:
    - visiting doctors' offices, speaking with medical personnel about sexual assault services and asking that they refer clients to the Provider.

- tabling at a local health fair with a display focusing on the sexual assault program and distributing sexual assault program materials.
  - speaking at a Rotary Club luncheon about the sexual assault program.
  - attending local government meetings to speak about the sexual assault program.
- 8) The Provider shall maintain an accompaniment schedule for responding to forensic exams and law enforcement interviews on a 24-hour basis, in each county the program serves.
  - 9) The Provider shall maintain an updated resource manual, file or database which identifies financial, medical, forensic exam, mental health, legal, social service and culturally specific resources within each county the program serves.
  - 10) The Provider shall offer support groups/personal growth groups for sexual assault victims in each county it serves. By January 10, the Provider shall report the status of support group offerings and attendance to the Council.
  - 11) The Provider shall maintain a volunteer program that includes positions dedicated to the sexual assault program. By January 10 of each annual contract period, the Provider shall report the number of active volunteers participating in the sexual assault program.
  - 12) The Provider shall maintain an office to meet with clients in each county it serves.
    - a) The offices for the Sexual Assault Program must be situated in non-confidential locations with an address that is listed on the agency website and in informational materials.
    - b) The Provider shall submit the address of the office space along with the name of the entity leasing/donating the space, contact person and phone number or proof of mortgage or ownership and a screenshot of the address on the website by October 10, annually.
  - 13) During each July to June period during the subcontract term, the Provider shall ensure that at least one sexual assault staff member participates in a live ACT train-the-trainer webinar for ACT supervisors.
  - 14) The Provider's Executive Director/Chief Executive Officer, or substitute preapproved by the Council, must attend the annual Leadership Summit conducted by the Council. The Council will provide additional information regarding what travel costs will be covered for your program.
- b. Task Limits. All tasks shall be provided within the State of Florida. The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.
  - c. The Provider shall remain operational and provide reports for the entire subcontract period, even if the deliverables have been met before the subcontract ending date.

## 2. Staffing Requirements.

- a. **Staffing Levels.** The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. Provider shall designate a project manager, identified in Section III.D.4. of the Standard Subcontract, who is responsible for subcontract compliance and who will be the primary point of contact for the Council on progress and all work products.
  - 1) The Provider shall submit the job description, resume and any other credentials for all staff funded under this subcontract.
  - 2) The Provider shall require all staff funded under this subcontract to maintain timesheets signed by their supervisor to account for their time.
  - 3) The Provider shall notify the Council contract manager within five (5) working days of hiring and/or terminating staff funded under this subcontract. For new hires, notification shall include a resume and job description.
  - 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 Council one week *prior* to a change of address and submit a revised Provider Information Form within five (5) working days.
  - 6) At least one position funded under this subcontract must provide direct sexual assault client services that will be reported in the SVDR.
  - 7) The Provider shall designate a leadership position of sexual assault program director, manager, or coordinator funded at 100% for sexual assault. The Provider shall identify the name, title, and job description for that individual and attest that one-hundred percent (100%) of his/her time will be devoted to sexual assault services and/or related sexual assault program activities during the subcontract period.
  - 8) The Provider shall assign at least twenty-five percent (25%) FTE to any TF- or GR-funded position to provide sexual assault victim services and/or related activities during the subcontract period.
  - 9) Direct service staff funded in part or in full through the Council must have 100% of their time designated to sexual assault service provision. If *unique* circumstances prevent 100% of a position's time and effort to sexual assault services, the Provider may request approval from the Council contract manager. In these cases, positions must still be funded at a minimum of 75% for sexual assault service provision. Exceptions to the requirement include on-call advocates and helpline staff.
  - 10) If operating a sexual assault-only helpline (a helpline that is exclusively advertised and operated for sexual assault assistance), associated costs are allowable.
  - 11) If operating a multi-service helpline where 25% or fewer of the calls are specific to sexual assault:

- a) Non-personnel expenses may be covered equal to the percentage of sexual assault calls received, averaged from previous June 1 through May 31 period.
  - b) Only personnel costs associated with sexual assault training time (Advocacy Core Training plus eight (8) hours of annual ongoing training) may be covered by funds under this subcontract.
- b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully carry out their duties.
  - 1) The Provider shall ensure that all staff and/or subcontractors (including therapists) funded under this subcontract complete the ACT training prior to providing one-on-one direct services to sexual assault victims. ACT training must be completed within the first 30 days of employment.
- 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 Location. The Provider shall provide services from its established Florida-based office or other off-site location approved by the Council.
- b. Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant. The Provider shall, within its ability, make reasonable accommodations and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodations/modifications are: 1) designated parking, 2) ramp access to building, 3) alternative formats available for documents, 4) accessible restroom facilities 5) doors and doorways are accessible and 6) a sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this subcontract.
- c. Service Times. The Provider's office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m. CT, 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. The Council reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Council, at its option, may allow additional time within which the Provider may remedy the objections noted or, after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Council may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the

Council until required reports have been submitted. See Attachment I, Section D. for additional submission requirements. Deliverable deadlines may be extended upon written request of and approval by the Council contract manager. 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 percent (15%) in administrative expenses, and 3) used to enhance the provision of services and increase the number of victims served. The report shall be due by the 15<sup>th</sup> day of the month following the quarter in which services were provided, summarizing all expenditures. This report should only include subcontract funds expended.
  - a) At the time of each QER submission, the Provider shall also provide the minutes of any Board of Directors meetings held during the previous quarter.
- 2) Quarterly Sexual Assault Program Activity Report. The Provider shall complete the quarterly electronic Quarterly Sexual Assault Program Activity Report form, incorporated herein by reference, by the 10<sup>th</sup> of the month following the quarter in which services were provided, to document achievement of service tasks identified in Section C.1.a. of this subcontract.
  - a) Outreach. Identify outreach activities conducted in accordance with Section C.1.a., herein.
  - b) System Coordination Visits.
    - i) Identify Sexual Assault Response Team (SART) meetings held during the quarter in accordance with Section C.1.a herein. The Provider shall attach SART meeting sign-in sheets and minutes listing attendees to the report, in accordance with Section C.1.a., herein; *OR*
    - ii) Identify system coordination efforts in accordance with Section C.1.a herein.
  - c) Services by County. Identify service counts and related county information for new and ongoing victims in accordance with Section C.1.a., herein.
- 3) Certification Changes Implementation Plan Report. The Provider shall complete the report form, incorporated herein by reference, by the 10<sup>th</sup> of the month following the last day of each quarter, updating the Council on progress made towards implementing the totality of the new certification requirements.
- 4) 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 state fiscal year. Any remaining funds must be remitted to the Florida Council Against Sexual Violence with this report. The Provider shall contact the Council contract manager prior to submission of returned funds.
- 5) Other Reports. The Provider shall furnish such other reports and information that the Council may require within the time requested.

c. **Records and Documentation.**

- 1) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Council harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, whether public record or not, and promises to defend the Council against the same at its expense.
- 1) The Provider shall maintain all records required to be maintained pursuant to the subcontract in such manner as to be accessible by the Council upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

**5. Performance Specifications.**

a. **Monitoring and Evaluation Methodology.**

- 1) By execution of this subcontract the Provider hereby acknowledges and agrees that its performance under the subcontract shall meet the standards and be bound by the conditions set forth herein. If the Provider fails to meet these standards, the Council, at its exclusive option, may allow up to six (6) months for the Provider to remedy deficiencies identified by the Council or its agent. If the Council affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Council will terminate the subcontract in the absence of any extenuating or mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive right of the Council.
- 2) The Provider shall comply with the requirements of the Council's Standard Subcontract, Section I.E., with reference to monitoring by the Council. The Provider agrees to fully cooperate with the Council in the conduct of both performance and financial audits. The Provider will be evaluated through 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. **Contact Information.** The Provider shall submit a Provider Information Form to the Council contract manager with signature pages for execution of this subcontract. Contact information changes must be documented on a revised Provider Information Form and



submitted to the Council contract manager within five (5) working days of occurrence. Staff contacts identified by the Provider on the Provider Information Form shall be accessible via e-mail throughout the subcontract period and respond timely to Council contract manager communications.

- c. The Provider shall comply with all internal, agency-specific policies and procedures, including but not limited to: 1) financial management, 2) personnel, 3) board of directors' roles and responsibilities, 4) operations, 5) conflict of interest and 6) document retention.
- d. The Provider shall ensure that any staff travel expenses incurred beyond the local community and funded under this subcontract will be identified on a completed State of Florida Voucher for Reimbursement of Travel Expenses, incorporated herein by reference and maintained by the Provider. Local mileage must be maintained on either a mileage log or the state voucher form to document per trip the destination (i.e., the person/organization if not a victim), number of miles traveled, the purpose of travel and how it relates to sexual assault activities, and date of travel along with the name of the person to be reimbursed.

## **7. Council Responsibilities.**

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

## **C. Method of Payment.**

### **1. Payment.**

- a. The TF award amount for the period of July 1, 2016 to June 30, 2017 is \$45,780.00. The GR award amount for the period of July 1, 2016 to June 30, 2017 is \$76,754.00. The total award amount for the period of July 1, 2016 to June 30, 2017 is \$122,534.00.
- b. The Council shall pay the Provider for the delivery of service provided in accordance with the terms of this subcontract for a total dollar amount not to exceed the amount identified herein, subject to the availability of funds.
- c. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (Attachment III).
- d. All invoices shall be submitted to the Council contract manager by the 15th of each month following the month of service. If not executed timely, the Provider may submit the initial invoice showing all service periods since the start of the subcontract period.
- e. Any payment due under the terms of this subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Council and necessary adjustments have been made and approved by the Council. It is agreed that the Council's determination of acceptable service shall be conclusive.

- f. The Provider agrees to refund to the Council any payments made by the Council which are subsequently disallowed or unused, pursuant to the terms of this subcontract. Such refunds shall be due within 30 days following the end of each July through June period or from the time an overpayment is discovered, whichever is earlier.
- g. Financial Consequences.
  - 1) Invoices not received by the due date shall result in a two percent (2%) invoice amount reduction for every late day thereafter; unless the penalty is waived or reduced at the discretion of the Council. See Att. I, Sec. C.1.d.
  - 2) Reports and other deliverables not received by the due date shall result in a two percent (2%) invoice amount reduction for every late day thereafter; unless the penalty is waived or reduced at the discretion of the Council. Reports must be complete to be considered received.
  - 3) Data registry entries not fully completed timely shall result in a five percent (5%) invoice amount reduction for every late day thereafter; unless the penalty is waived or reduced by the Council. See Att. I, Sec. C.1.a.3)a)
  - 4) Non-completion of any system coordination requirements identified in Attachment I, Section C.1.a., herein, shall result in a three percent (3%) reduction in the monthly invoice payment; unless the penalty is waived or reduced at the discretion of the Council. Penalties for multiple activities not achieved shall be added together. See Att. I, Sec. C.1.a.1)6)
  - 5) Non-participation in annual helpline training and monitoring shall result in a fifteen percent (15%) reduction in the monthly invoice payment for that period; unless the penalty is waived or reduced at the discretion of the Council. See Att. I, Sec. C.1.a.1)4)
  - 6) Non-participation in the live Council ACT train-the-trainer webinar shall result in a fifteen percent (15%) reduction in the monthly invoice payment for that period; unless the penalty is waived or reduced at the discretion of the Council.
  - 7) During the current subcontract year, the Provider shall ensure that at least one sexual assault staff member participates in a live ACT train-the-trainer webinar for ACT supervisors. See Att. I, Sec. C.1.a.1)13)
  - 8) Failure to submit a required helpline Quality Assurance Action Plan (QAAP) as specified shall result in a \$25 reduction in the monthly invoice payment for that period. An additional \$5 per day shall be added until the plan is submitted. See Att. I, Sec. C.1.a.4)a)i)
  - 9) Failure to submit a completed survey as specified shall result in a \$25 reduction in the monthly invoice payment for that period. See Att. I, Sec. C.1.a.5)
  - 10) Absence from the annual Leadership Summit without prior Council approval shall result in a fifteen percent (15%) reduction in the monthly invoice payment for that period; unless the penalty is waived or reduced at the discretion of the Council. Any absence or substitution shall be communicated to the Council at least five (5) working days prior to the Summit. See Att. I, Sec. C.1.a.14)

- 11) Failure to notify the Council contract manager in writing within five (5) working days of any of the following shall result in a two percent (2%) invoice penalty; unless the penalty is waived or reduced at the discretion of the Council. Notification shall include submission of a revised Provider Information form, as appropriate. See Att. I, Sec. C.2.
  - a) subcontract-funded staff hired and/or terminated.
  - b) changes to any information on the Provider Information form.
  - c) one week prior notification of change of address.
- 12) Failure of program staff funded under this subcontract to complete ACT and annual sexual assault training, in accordance with Council service standards requirements, shall result in a two percent (2%) invoice penalty per violation upon discovery; unless the penalty is waived or reduced at the discretion of the Council. See Att. I, Sec. C.2.b.1)
- 13) Multiple penalties shall be added for a total amount to be deducted from an invoice.
- 14) Execution of future subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables and requested information (to include monitoring report corrective actions).

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

1. If the due date for a report, invoice or other item falls on a weekend or holiday, it shall be due on the last business day previous to the due date. The due date is the date that the report must be received by the Council.
2. All reports, invoices, or other items identified herein shall be submitted electronically to the Council contract manager via Track-It! document management system, unless otherwise approved by the contract manager.

#### **E. Special Provisions.**

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

- a. All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Council. No costs may be incurred without prior approval of budget line items by the Council contract manager. Possible changes should be sent to the contract manager in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation. Cost proposal date restrictions apply as follows:
  - 1) The Provider shall ensure all activities related to printing/advertising/ promotional item costs are proofed and incurred by December 31; with the exception of activities and costs related to Sexual Assault Awareness Month (SAAM).

- 2) The Provider shall ensure all SAAM event printing/advertising/brochures/ promotional items are proofed and incurred no later than February 28.
  - 3) No cost proposal revisions related to SAAM will be accepted after February 28.
  - 4) The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the subcontract period.
  - 5) Cost proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Council contract manager.
- b. Prior approval shall be obtained from the Council contract manager for any travel and/or training not specifically identified and approved in the current cost proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval.
2. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and e-mail throughout the subcontract period and respond timely as requested by the Council.
  3. **Publication Requirement.** 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 20 days prior to public release. Any publications, media or program advertisements shall contain the following statement:

Funded by the Rape Crisis Program Trust Fund:

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

Funded by (DOH) General Revenue funds:

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

4. If an audit is performed, although not required by Attachment II, herein, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Council contract manager within 45 days after delivery of the audit report, but no later than six (6) months after the Provider's fiscal year end. The Provider shall notify the Council contract manager of the date the audit was approved by its Board of Directors.
5. If the Provider's certification status is revoked and all appeals (in accordance with FCASV's Certification Appeals Process) have been denied, this subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.

6. This subcontract shall be terminated within 60 days of the Council being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.
7. **Subcontract Renewal.** This subcontract may be renewed on a yearly basis for a period that may not exceed three (3) years or the term of the original subcontract, whichever period is longer, and shall be subject to the same terms and conditions. The renewal of these funds is contingent upon satisfactory performance evaluations by the Council and subject to the availability of funds. Each renewal shall be by mutual consent of both parties and evidenced in writing. The renewal subcontract may not include any compensation for costs associated with the renewal process.

## ATTACHMENT II

### FINANCIAL AND COMPLIANCE AUDIT

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

#### MONITORING

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

#### AUDITS

##### PART I: FEDERALLY FUNDED

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

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

##### PART II: STATE FUNDED



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

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

### PART III: REPORT SUBMISSION

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

A. The Council as follows:

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

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

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

Federal Audit Clearinghouse

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

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

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

SingleAudits@flhealth.gov

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

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

A. The Council as follows:

SingleAudits@flhealth.gov

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

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

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

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

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

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

to the Council, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Council.

**End of Text**



**EXHIBIT 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.