

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE
SUBCONTRACT # 23FVP17

THIS SUBCONTRACT, which includes Attachment I and the accompanying attachments and exhibits, 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," each a "party" and jointly referred to as the "parties."

1. Funds awarded under this subcontract. Family Violence Prevention and Services Act - American Rescue Plan Grant to Support Survivors of Sexual Assault (FVPSA ARP Grant): A grant issued to DCF pursuant to 42 U.S.C. The Department of Children and Families and the Department of Health entered into Agreement #YLN05 assigning DOH administrative oversight of subawards. Accordingly, DOH contracted with the Council (contract #COHWC) to assess the needs of sexual assault survivors; align the capacities of certified rape crisis centers to provide sexual battery recovery services; and support the continuity of certified rape crisis centers through training, information, and technical assistance.
2. If, after the initial award period, the provider has failed to perform as specified in the submitted proposal or the resulting subaward terms and conditions the subaward may be terminated by FCASV. There is no guarantee that funds will be available in the future. Therefore, the Provider is encouraged to develop a plan to sustain project activities if federal funding through FVPSA ARP ceases to be available. Awards/payments are contingent on the availability of funds.
3. Effective and Ending Dates. This Subcontract will begin on December 1, 2023 and shall be retroactive to that date if executed thereafter. It will end on June 30, 2025.
4. Subcontract Amount. The Council agrees to pay the Provider for the completion of the deliverables as specified in Attachment I, in an amount not to exceed \$63,786.00 for the period ending June 30, 2024, subject to the availability of funds.
5. All Terms and Conditions Included. This Subcontract and its attachments as referenced, Attachments I, II, III, and IV contain all the terms and conditions agreed upon by the parties. If any term or provision of this Subcontract is found to be illegal or unenforceable, the remainder of the Subcontract will remain in full force and effect and such term or provision will be stricken.

IN WITNESS THEREOF, the parties hereto have caused this thirty-two (32) page Subcontract to be executed by their undersigned, duly authorized officials, and attest to having read the above Subcontract and agree to the terms contained within it.

PROVIDER: Alachua County Board of Commissioners

Florida Council Against Sexual Violence

Signature:

Signature:

Print/Type Name:

Print/Type Name: Jennifer L. Dritt

Title:

Title: Executive Director

Date:

Date:

ATTACHMENT I

A. Services to Be Provided.

1. General Description.

- a. General Statement. Funds provided under this subcontract shall be used to support ongoing sexual assault victim services.
- b. Authority: American Rescue Plan § 2204(d); and Section 794.055, Florida Statutes.
- c. Family Violence Prevention and Services Act (FVPSA) Funds: The Provider agrees to comply with the administrative and financial requirements and assurances of compliance with FVPSA ARP Grant requirements as set forth in applicable grant award(s) to the Department of Health from the Department of Children and Families and originating from the Department of Health and Human Services. Award amounts: \$2,834,062 (2023-2024), \$5,664,503 (2024-2025), totaling \$8,498,565. Subaward amounts to certified rape crisis centers: \$2,218,652 (2023-2024), \$4,433,684 (2024-2025), totaling \$6,652,336.

2. Clients to Be Served.

- a. General Description. All primary and secondary victims of sexual assault may be provided services.
- b. Client Eligibility. Eligibility extends to any individual that has been the victim of sexual assault (primary and/or secondary victims). The primary presenting reason for an individual to receive services supported under this subcontract must be related to sexual assault. Domestic violence or other trauma-related services may not be supported with subcontract funds. However, if an individual presents as a victim of domestic violence or other trauma, but is also a victim of sexual assault, related sexual assault-specific victim services may be supported under this subcontract.
- c. Client Determinations. The Provider shall not deny services to any person on account of race, religion, national origin, sex, age, disability, gender identity, sexual orientation, citizenship, marital status, language spoken, or immigration status. In the event of any disputes regarding the eligibility of clients, the determination made by the Council is final and binding on all parties.
- d. Subcontract Limits. All services shall be performed during the subcontract period. The amount of services to be provided is limited to the amount of annual funds available and to those services listed in Attachment I, Section C.1.a., herein.

B. Manner of Service Provision.

1. **Scope of Work.** The Provider shall ensure that sexual assault recovery services are provided to its certified service area throughout the subcontract period. All other activities shall support enhanced service delivery.
 - a. Task List. The Provider will perform the following:
 - 1) Provide sexual battery recovery services to meet the complex needs of survivors.

- 2) Expand access to trauma-informed therapy and counseling through telehealth and mobile advocacy services.
- 3) Develop an individualized strategic plan for effective use of subaward funding in accordance with the FVPSA ARP Grant. The plan must be completed by March 30, 2025.
- 4) Address increasing demand for sexual battery recovery services.
- 5) Provide housing support for sexual assault survivors.
- 6) Identify and implement strategies to address workforce shortages, including but not limited to the shortage of forensic nurses.
- 7) Participate in a site visit from the Council, upon request.
- 8) The Provider's executive director will participate in an annual meeting with other sexual assault center executive directors and Council staff to discuss sexual assault survivor service implementation, provider needs, and strategy.
- 9) Starting July 1, 2024, attend subject-specific "all programs" meeting via virtual platforms twice a month.

b. Task Limits.

- 1) All tasks shall be provided within the State of Florida.
- 2) The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.
- 3) Sexual assault victims shall not be charged for services rendered.
- 4) The Provider agrees to comply with all applicable FL Department of Health Standard Contract requirements, in Attachment IV of this subcontract.

- c. The Provider shall remain operational and provide reports for the entire subcontract period, even if the deliverables have been achieved before the subcontract ending date.

C. Staffing Requirements.

1. **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 who is responsible for subcontract compliance and who will be the primary point of contact for the Council on progress and all work products.
 - a. The Provider shall submit job descriptions, resumes and any other credentials for all staff funded under this subcontract to the contract manager.
 - b. The Provider shall require all staff funded under this subcontract to maintain timesheets signed by each individual and their supervisor to account for their time.

- c. The Provider shall notify the Council contract manager in writing within five (5) working days of hiring and/or terminating staff funded under this subcontract. Notifying other individuals at the Council does not meet this requirement. For new hires, notification shall include a resume and job description (if not previously provided). The contract manager should be contacted to determine if a budget revision is necessary.
- d. If any information on the Provider Contact Information Form changes, the Provider shall submit a revised form within five (5) working days of the change to the contract manager. This includes the primary or secondary point of contact.
- e. The Provider shall notify the Council one week *prior* to a change of address and submit a revised Provider Contact Information Form within five (5) working days.
- f. The Provider shall designate a leadership position of sexual assault program director, manager, or coordinator funded at one hundred (100) percent for sexual assault, regardless of funding source. The Provider shall identify the name, title, and job description for that individual and attest that one hundred (100) percent of their time will be devoted to sexual assault services and/or related sexual assault program activities during the subcontract period. In circumstances where job duties requiring supervision of staff that spend some of their time on non-sexual assault program duties, the Council may approve funding at seventy-five (75) percent FTE for sexual assault. In this case, the agency must demonstrate that the position's primary responsibility is sexual violence leadership and a minimum of three-quarters of the person's time is spent on direct services, outreach, system coordination or supervision directly related to sexual assault. Other exceptions to the requirement may be considered; determinations will be made based in part on the hardship and whether the provider's service numbers meet or exceed the average of those for programs serving similar sized populations.
- g. The Provider shall assign at least twenty-five (25) percent FTE to any FVPSA-funded position to provide sexual assault victim services and/or related activities during the subcontract period. Exceptions to this requirement may be considered based in part on hardship and whether the provider's service numbers meet or exceed the average of those for programs serving similar sized populations.
- h. Direct service staff funded in part or in full through the Council must have one hundred (100) percent of their time designated to sexual assault service provision, regardless of funding source. The Council may approve sexual assault program positions to be funded at seventy-five (75) percent FTE; determinations will be made based in part on hardship and whether the provider's service numbers meet or exceed the average of those programs serving similar sized populations. Exceptions to the requirement include on-call advocates and helpline staff. The focus of personnel funding should be devoted to providing sexual assault services.
- i. If operating a sexual assault-only helpline (a helpline that is exclusively advertised and operated for sexual assault assistance), associated costs are allowable.
- j. If operating a multi-service helpline where twenty-five (25) percent or fewer of the calls are specific to sexual assault:
 - 1) Non-personnel expenses (e.g., equipment, phone line) may be covered equal to the percentage of sexual assault calls received, averaged from previous June 1 through May 31 period.

- 2) The only multi-service helpline personnel costs that may be covered by funds under this subcontract are those associated with sexual assault training time (Advocacy Core Training plus eight (8) hours of annual ongoing training).
- k. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law and/or the Council, and experience necessary to successfully carry out their duties.
- l. 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 the performance of its subcontract responsibilities with the Council. Any subcontract issued by the Provider must align with subcontract requirements identified herein.

2. Service Location and Equipment.

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

3. Deliverables.

- a. Deliverables. See Attachment I, Section B.1.a.
- b. Reports. The mere receipt of reports by the Council shall not be construed to mean or imply approval. Although submitted by the due date, incomplete reports will not be considered received. If not rectified by the due date, late penalties will be applied. The Council reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Council, at its option, may allow additional time within which the Provider may remedy the objections noted or, after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Council may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Council until required reports have been submitted and/or corrected. See Attachment I, Section E. for additional submission requirements. Deliverable deadlines may be extended upon written request of and approval by the Council contract manager. Reports shall be uploaded to the web version of Track-It!

document management system unless otherwise advised. The Provider shall timely submit the following reports to the Council:

- 1) 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 FVPSA funding from this subcontract in the SVDR, by the 10th of the month following the month in which services were provided. If that day falls on a weekend or holiday, the data must be entered by the last business day previous to the 10th.
 - b) All helpline calls shall be entered as aggregate counts 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.
 - c) If no services were provided in any given month, the Provider shall submit an explanation to the contract manager by the 10th of the month following the month in which services were to be provided (or at the time the SVDR data is entered; whichever comes first).
- 2) Quarterly Activity Report (QAR). The Provider shall submit a completed QAR form, incorporated herein by reference, to the Council contract manager to document activities conducted and services provided with FVPSA funds. The report shall be due by the 15th day of the month following the quarter in which performance occurred.
- 3) Quarterly Expenditure Report (QER). The Provider shall submit a completed QER form, incorporated herein by reference, to the Council contract manager to verify that funds are: 1) spent on allowable costs, 2) limited to no more than fifteen (15) percent in administrative expenses, and 3) used to enhance the provision of services and increase the number of victims served. The report shall be due by the 15th day of the month following the quarter in which services were provided, summarizing all expenditures. (NOTE: Due to the late execution of this subcontract, the initial QER will only cover December 2023 and will be due by February 15, 2024.) This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with FVPSA subcontract funds only. 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.
- 4) Projected Contract Expense Report. Beginning in March for the first contract period and January thereafter the Provider shall submit monthly a completed Projected Contract Expense Report form, incorporated herein by reference, to the Contract Manager. The report shall be due by the 15th day of the month following the month in which the most recent expenses were incurred. The first report, due on April 15th must include expenses incurred through March of the first subcontract period. Thereafter the reports will be due on February 15 for expenses incurred through January. This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.
- 5) Annual Financial Report. The Provider shall submit a completed Annual Financial Report form, incorporated herein by reference, documenting awarded/expended FVPSA funds to the Council contract manager each year, by July 15. The report shall identify total expenditures, specific to this and only this subcontract, for the preceding subcontract term. Any remaining funds will be deducted from the final invoice payment. The Provider will be

contacted by the contract manager if that deduction is insufficient to cover the remaining funds total. The balance must be remitted to the Council each year by July 30.

- 6) Beginning SFY 2024-2025, complete the Federal Annual Performance Progress Report template (FAPPR). The Provider will be advised of the submission due date upon notification by DOH.
- 7) Other Reports. The Provider shall furnish such other reports and information that the Council may require within the time requested.

c. **Records and Documentation.**

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

4. 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 agrees to fully cooperate with the Council in the conduct of both performance and financial audits. The Provider will be evaluated through desk or 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.

5. Provider Responsibilities.

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

6. Council Responsibilities.

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

D. Method of Payment.

1. Payment.

- a. 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.

- b. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (Attachment III). The Provider may ONLY use the current invoice form provided by the Council. Alternative versions will not be accepted.
- c. All invoices shall be submitted to the Council contract manager by the 10th of each month following the month of service. If this subcontract is not executed timely, the first invoice submitted by the Provider may include a request for payments assigned to the previous month(s) during the subcontract period.
- d. Any payment due under the terms of this subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Council. This includes any necessary adjustments that have been requested and approved by the Council. It is agreed that the Council's determination of acceptable service shall be conclusive.
- e. The Provider agrees to refund to the Council any payments made by the Council which are subsequently disallowed or unused, pursuant to the terms of this subcontract. Such refunds shall be due within thirty (30) days following the end of the subcontract period or from the time an overpayment is discovered, whichever is earlier.
- f. The provider will make every effort to spend all funds by the end of each subcontract year. If unavoidable, the amount of remaining funds will be confirmed by the contract manager based on a review of the Provider's Annual Financial Report. The amount of remaining funds will be deducted from the final invoice payment. If the deducted amount is insufficient to cover total remaining funds the Provider will be notified by the contract manager of the balance to remit, which shall be due to the Council by July 30.
- g. Financial Consequences. The following financial consequences shall be imposed unless the penalty is waived or reduced, at the discretion of the Council.
 - 1) Invoices not received by the due date shall result in a two (2) percent invoice amount reduction for every late day thereafter.
 - 2) Late submission of reports, and any other deliverables required under this subcontract that are not specifically assigned financial penalties, shall result in a two (2) percent invoice amount reduction for every day after the due date. Reports must be accurate and complete to be considered as received.
 - 3) SVDR entries not fully and accurately completed by the due date shall result in a five (5) percent invoice amount reduction for every late day thereafter.
 - 4) Notice and justification of no monthly services in the SVDR not submitted to the contract manager by the 10th of the month following the month of service (or at the time the SVDR data is entered; whichever comes first) shall result in a five (5) percent invoice amount reduction for every late day thereafter.
 - 5) Any corrective actions (to include but not limited to monitoring reports) not submitted by the due date shall result in a two (2) percent invoice amount reduction for every day thereafter.
 - 6) Failure to notify the Council contract manager in writing within five (5) working days of any of the following shall result in a two (2) percent invoice penalty for every late day thereafter.

Notification shall include submission of a revised Provider Contact Information Form, as appropriate.

- a) Subcontract-funded staff hired, replaced and/or terminated.
 - b) Changes to any information on the Provider Contact Information Form (to include replacement of the Provider's primary, or secondary point of contact for this subcontract).
 - c) One-week prior notification of change of address.
- 7) Multiple penalties shall be added to determine the total amount to be deducted from an invoice.
- 8) 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).

E. Submission Schedule.

1. If the due date for a report, invoice or other item falls on a weekend or holiday, it shall be due on the last business day previous to the due date. The due date is the date that the report must be received by the Council.
2. All reports, invoices, or other items identified herein shall be submitted electronically to the Council via the online Track-It! document management system, unless otherwise approved by the contract manager. When submitting documents through Track-It!, the Provider will provide the subcontract number in the notes section and select the correct document type which determines the destination of the submission. The work order purpose never changes and always says "This Work Order is for Submitting Required Documentation." The Track-It! URL is:
<https://trackit.fcasv.org:9001/TrackItWeb/SelfService>
 - a. Any additional documents should be submitted in a separate work order. Do not modify a previous work order.

F. Special Provisions.

1. Cost proposals.

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

- c. In accordance with the following guidance, any required formal budget revision shall include any previous revisions not appearing in the current budget. New line items included in budget revisions, if approved, shall be effective as of the submission date.
- 1) A formal budget amendment *is not required* when any of the following occur. However, written notification to the contract manager must be provided within the applicable timeframe required in this subcontract.
 - A less than ten (10) percent variance from any current budget category total.
 - No significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is filled within a ninety (90)-day period.
 - 2) A budget amendment *is required* along with a written justification when any of the following occur.
 - A 10% variance from any current budget category total.
 - A significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is not filled within a 90-day period.
 - A change in the funded program director.
 - When multiple minor changes have been made (see a) above), a budget revision may be required.
- d. Prior approval shall be obtained from the Council contract manager for any travel and/or training not specifically identified and approved in the current cost proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval. Attending staff should appear in the salary portion of the budget or they must be approved by the contract manager. Allow seven (7) business days for an approval.
- e. The Provider shall ensure all activities related to printing/advertising/ promotional item costs are proofed and approved by March 31; with the exception of activities and costs related to Sexual Assault Awareness Month (SAAM). Printing/advertising/ promotional items are to be distributed during the subcontract year, not purchased at the end of the year for another contract period.
- 1) The Provider shall ensure all SAAM event printing/advertising/brochures/ promotional items are proofed and approved no later than February 28.
 - 2) No cost proposal revisions related to SAAM will be accepted after February 28.
- f. The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the subcontract period.
- g. Cost proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Council contract manager.
2. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and email throughout the subcontract period and respond timely to requests by the Council. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number(s) applicable.
3. **Publication Requirement.** The Provider shall submit for review one draft of all proposed publications resulting from this subcontract prior to printing. The Provider shall submit for review

one draft of all proposed media or program advertisements at least twenty (20) days prior to public release. Any publications, media or program advertisements shall contain the following statement:

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

4. If an audit is performed, although not required by Attachment II, herein, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Council contract manager within forty-five (45) days after delivery of the audit report, but no later than six (6) months after the Provider's fiscal year end. The Provider shall notify the Council contract manager, in writing, 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. **Whistleblower's Act.** In accordance with subsection 112.3187(2), F.S., the Provider and any approved subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that create substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.
8. **Background Screening Requirements.** The Provider must conduct background screenings or submit an attestation as specified in section L.1., Background Screening Requirements, of the DOH Standard Contract (see Attachment IV) for all persons providing direct services under this subcontract. The Provider may use funding received under this contract to complete the background screening requirements.
9. **Drug Screening Requirements.** The Provider must conduct drug screenings or submit an attestation as specified in section L.2., Drug Screening Requirements, of the DOH Standard Contract (see Attachment IV) for all persons to providing direct services under this contract. The Provider may use funding received under this contract to complete the drug screening requirements.
10. **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.

11. Non-Expendable Property Requirements: Non-expendable property is defined as tangible personal property with a value or cost of \$5,000.00 or more and having a projected useful life of one year or more, any hardback book with a value or cost of \$25.00 or more and having an expected useful life of at least one year or more that is circulated to students or the general public, and any hardback book with the value or cost of \$250.00 or more that is not circulated to students or the general public. Hardback books with a value or cost of \$250.00 or more should be classified as OCO (Other Capital Outlay) expenditures.

All such property purchased with funds from this contract must be listed on the property records of Provider. The listing must include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property.

All such property purchased with funds from this contract must be inventoried annually and a written non-expendable property inventory report must be submitted to the Council along with the final expenditure report. A report of non-expendable property must be submitted to the Council along with the expenditure report for the period in which it was purchased.

Title (ownership) to all non-expendable property acquired with funds from the contract will be vested in the Department upon completion or termination of the contract.

Provider must not dispose of non-expendable property purchased with funds from this contract except with the permission of the Council in accordance with their instructions.

ATTACHMENT II

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

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

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

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

2. _____ **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.).** Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.
3. X **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40) .** Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

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

MONITORING

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

AUDIT GUIDANCE

PART I: FEDERALLY FUNDED

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

1. If a recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient

conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508-.512.
3. If a recipient expends less than \$750,000 in Federal awards in its fiscal year, the recipient is not the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

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

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

4. If required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements.

PART II: STATE FUNDED

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

1. If a recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If a recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than state funds).

Note: An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the

audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

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

PART III: OTHER AUDIT REQUIREMENTS

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

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

TYPES:

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

PART IV: REPORT SUBMISSION

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient directly to:
 - A. The Council contract manager via email or mail one paper copy to:
Florida Council Against Sexual Violence
1820 E. Park Avenue, Ste. 100
Tallahassee, FL 32301
 - B. The Auditor General's Office as follows:

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

One paper copy mail to:
Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each of the following:
 - A. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: <https://harvester.census.gov/facweb/>
 - B. When applicable, other Federal agencies and pass-through entities in accordance with 2 CFR §200.331 and § 200.517.
3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

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

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

PART V: RECORD RETENTION

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

End of Text

EXHIBIT 1**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**Federal Agency 1 American Rescue Plan – FVPSA CFDA#16.107Title: American Rescue Plan Grants to Support Survivors \$63,786.00

TOTAL FEDERAL AWARDS \$63,786.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO
THIS AGREEMENT ARE AS FOLLOWS:****2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF
THE FOLLOWING:**

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

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

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS
AGREEMENT ARE AS FOLLOWS:**Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ _____Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ _____**Matching and Maintenance of Effort ***

Matching resources for federal Agency(s):

Agency: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Agency: _____ CFDA# _____ Title _____ \$ _____

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

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

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are “higher education entities” as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

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

- ☐ Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- ☒ Recipient/subrecipient subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- ☐ Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
- ☐ Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

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

- ☐ Service Organization (SO) subject to SSAE18 reporting requirements.

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR § 200.401(5) (c).

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

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

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

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

End of Text

ATTACHMENT III

Provider: Alachua County Board of Commissioners	Subcontractor Number: 23FVP17	
Address: 218 SE 24th Street, Gainesville, FL, 32641		
<u>Service Month</u> (check one) Dec-23 ☐ Jan-24 ☐ Feb-24 ☐ Mar-24 ☐ Apr-24 ☐ May-24 ☐ June-24 ☐	<u>FPVSA Monthly Rate</u> Dec 2023 – May 2024 \$9,112.00 June 2024 \$9,114.00	
<u>Summary of Payments</u> SFY 2023-2024 Allocation: Amount of this invoice: \$63,786.00 \$	<u>(FOR FCASV USE ONLY)</u> <u>Penalties</u> Monthly Rate: \$_____ Description: _____ _____ \$_____ _____ \$_____ _____ \$_____ Total: \$_____ <u>Payment Approval</u> Total Approved For Payment: \$_____ _____ Signature of Provider Agency Official _____ Date _____ Print Name and Title _____ Phone #	<u>Payment Approval</u> Total Approved For Payment: \$_____ _____ Signature _____ Date

ATTACHMENT IV

CFDA No. 16.017

STATE OF FLORIDA☒ Client ☐ Non-Client

CSFA No.

**DEPARTMENT OF HEALTH
STANDARD CONTRACT**

THIS CONTRACT, which includes Attachment I and the accompanying attachments and exhibits, is entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department", and Florida Council Against Sexual Violence, Inc, hereinafter referred to as the "Provider", each a "party" and jointly referred to as the "parties."

THE PARTIES AGREE:**I. PROVIDER AGREES:****A. To provide services in accordance with the terms specified in Attachment I attached hereto****B. To the Following Governing Law**

1. State of Florida Law: This Contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this Contract.
2. Federal Law
 - a. If this Contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II as revised, and other applicable regulations as specified in the Contract.
 - b. If this Contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
 - c. If this Contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
 - d. If this Contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
 - e. If this Contract contains federal funding in excess of \$100,000, Provider must, prior to Contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager and must be completed prior to Contract execution. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
 - f. If this Contract contains federal funds, Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60, as revised.
 - g. If this Contract contains federal funds, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this Contract.
 - h. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services

as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, as revised, collectively referred to as "HIPAA."

- i. Use and Disclosure of Confidential Women, Infant and Children (WIC) Information: When applicable, Provider must restrict the use and disclosure of the United States Department of Agriculture (USDA), WIC confidential applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii). If Provider is determined to be a sub-recipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a Data Universal Numbering System (D-U-N-S) number and registering with the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid D-U-N-S number and evidence of registration (i.e., a printed copy of the completed SAM registration) in SAM to the Contract Manager. To request a D-U-N-S number visit <http://fedgov.dnb.com/webform> and to obtain registration and instructions for SAM, visit <https://sam.gov/>.

C. Audits, Records (including electronic storage media), and Records Retention

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract.
2. To retain financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a period of six years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract.
3. Upon completion or termination of this Contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.337, as revised, will have full access to and the right to examine any of Provider's records and documents related to this Contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record-keeping requirements are included in all subcontracts and assignments. Provider agrees to provide such records, papers, and documents, outlined in paragraphs 1 through 4 above, to the Department within 10 business days after the request is made in accordance with section 216.1366, Florida Statutes.
6. If Provider is a recipient or subrecipient as specified in Attachment IV, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 as revised, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this Contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures that support Provider's activities not solely authorized under this Contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
 - b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this Contract which evidences that expenditures are:
 - 1) Allowable under the Contract and applicable laws, rules, and regulations;
 - 2) Reasonable; and
 - 3) Necessary for Provider to fulfill its obligations under this Contract.All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
 - c. Annual Financial Report. Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this Contract within 45 days from the end of each Contract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this Contract.
 - d. Ensure that funding received under this Contract in excess of expenditures is remitted to the Department within 45 days of the end of each Contract year and the Contract end date.

- e. Annual Compensation Report: If applicable, Provider must submit Attachment V, Annual Compensation Report, including the most recent Internal Revenue Services (IRS) Form 990, detailing the total compensation for the Providers' executive leadership teams, to the Contract Manager no later than January 31 of each Contract year. Total compensation must include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. If Provider is exempt from filing IRS Form 990, submit Attachment V without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to Provider. In addition, Provider, by executing this Contract, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in Provider's submitted Annual Compensation Reports.
 7. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the Contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the Contract term and following completion of the Contract if Provider does not transfer the public records to the Department. Upon completion of the Contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the Contract services. If Provider transfers all public records to the Department upon completion of the Contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the Contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this Contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this Contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.
 8. Coordination of Contracted Services: Pursuant to section 287.0575(2), Florida Statutes, if Provider has more than one Contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services Contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each Contracting state agency and the applicable office or program issuing the Contract; b) the identifying name and number of each Contract; c) the starting and ending date of each Contract; d) the amount of each Contract; e) a brief description of the purpose of the Contract and the types of services provided under each Contract; f) the name and contact information of the contract manager.
 9. Cooperation with Inspectors General: To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
 10. Cooperation with the Florida Senate and the Florida House of Representatives: Pursuant to section 287.058(7), Florida Statutes, Provider agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as requested. Provider is strictly prohibited from enforcing any nondisclosure clauses that conflict with this requirement.
 11. Exit Transition Services: If applicable, Provider must provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract to facilitate the orderly transfer of such services to the Department or its designee. If the Department determines that Exit Transition Services are necessary, such services may continue for up to six months after termination, expiration, or cancellation of the Contract, at no cost to the Department, or as agreed upon by the Parties in writing.
- D. Monitoring by the Department and Dispute Resolution:**
1. Monitoring by the Department: To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this Contract and interview any clients or

employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this Contract. The Provider must provide the requested records, papers, and documents to the Department within 10 business days after the request is made. Following the Department's monitoring, the Department may provide the Provider with a written report specifying the noncompliance and request a Corrective Action Plan to be carried out by the Provider. At the sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this Contract for cause, demand the recoupment of funds from subsequent invoices under this Contract, or demand repayment pursuant to the terms set forth in this Contract.

2. **Dispute Resolution:** Any dispute concerning the performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination specified in this Contract.

E. Indemnification and Limitation of Liability

1. **Indemnification:**
 - a. This section is not applicable to contracts executed with State agencies or subdivisions, as defined in section 768.28, Florida Statutes.
 - b. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
 - c. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department. Only adjudication or judgment after the highest appeal is exhausted specifically finding Provider not liable will excuse the performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify.
 - d. Nothing in this Contract shall be construed as the Department agreeing to indemnify the Provider.
2. **Limitation of Liability:** For all claims against the Provider under the Contract, and regardless of the basis on which the claim is made, the Provider's liability under the Contract for direct damages will be limited to the greater of \$500,000.00, the dollar amount of the Contract, or two times the charges rendered by the Provider under the Contract. This limitation will not apply to claims arising under the Indemnification paragraph contained in section E.1. above. Unless otherwise specifically enumerated in the Contract, or where such limitation is unconscionable under law, no party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Provider to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. The Department and the State may, in addition to other remedies available to them at law or equity and upon notice to the Provider, retain such monies from amounts due Provider as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The Department and the State may set off any liability or other obligation of the Provider or its affiliates to the Department or the State against any payments due to the Provider under the Contract. Nothing contained herein negates the sovereign immunity protections provided to State agencies or subdivisions, as defined in section 768.28, Florida Statutes.

- F. Insurance:** To maintain insurance sufficient to adequately protect the Department from all liability and property damage and hazards that may result from Provider's performance under this contract. Provider must always hold such insurance during the existence of this Contract and any renewal(s) and extension(s) of it. Upon execution of this Contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability, workers compensation, and property damage insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this Contract. Upon the execution of this Contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. The Department reserves the right to require additional insurance as

specified in Attachment I.

- G. Safeguarding Information:** Provider will not use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with State and federal law except upon written consent of the recipient or the responsible parent or guardian when authorized by law.

H. Assignments and Subcontracts

1. Assignment: Provider will not assign the responsibility of this Contract to another party without the prior written approval of the Department, which will not be unreasonably withheld. Any assignment or transfer otherwise occurring without the Department's approval will be null and void and the Provider will not be paid for such assigned services. This Contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to perform the Provider's obligations. The Department will be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental entity or as required under Florida law upon prior written notice to Provider.
2. Subcontracts:
 - a. Provider will be responsible for all work performed and all expenses incurred for this Contract. Provider will not subcontract any work contemplated under this Contract without the prior written approval of the Department. If the Department permits Provider to subcontract under this Contract, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits the Provider to subcontract, such permission will be indicated in Attachment I. If Provider subcontracts any of the services performed under the Contract without obtaining the Department's prior written approval, such action will be null and void and Provider will not be paid for such subcontracted services.
 - b. Unless otherwise stated in the Provider's contract with the subcontractor, payments must be made within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against the Provider to be paid by the Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.
- I. Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Contract that were paid to Provider by the Department. If Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this Contract or through collection proceedings.
- J. Transportation Disadvantaged:** If clients are to be transported under this Contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code, Chapter 41-2 and submit reports as directed by the Department.

K. Purchasing

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): Pursuant to section 946.515(2), Florida Statutes, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the Department insofar as dealings with such corporation are concerned. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459 or visiting <http://www.pride-enterprises.org>.
2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code, Rule 60A-1.033.

4. MyFloridaMarketPlace Transaction Fee:
 - a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(24), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
 - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the Provider. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Florida Administrative Code, Rule 60A-1.031(2).
 - c. Provider will receive a credit for any Transaction Fee paid by the Provider for the purchase of any item, if such item is returned to Provider through no fault, act, or omission of Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider's failure to perform or comply with the specifications or requirements of this Contract. Failure to comply with these requirements will constitute grounds for declaring the Provider in default and recovering procurement costs from the Provider in addition to all outstanding fees. A Provider delinquent in paying transaction fees may be excluded from conducting future business with the State.
5. Alternative Contract Source: This Contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Florida Administrative Code, Rule 60A-1.045.
6. Registered to do Business with the State: All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution.
7. Taxes: The Department is generally exempt from all federal, state, and local taxes and no such taxes must be included in the price of the Contract. The Department will have no responsibility for the payment of taxes that become payable by Provider or its subcontractors in the performance of the Contract.

L. Background Screening Requirements and Drug Screening Requirements:

1. Background Screening Requirements: In the Department's sole and exclusive discretion, it may determine that background screening of some or all of the Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, the Provider agrees to the following:
 - a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
 - b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
 - c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
 - d. Be responsible for any costs incurred in meeting this screening requirement.
2. Drug Screening Requirements:
 - a. If the Provider's officers, agents, employees, subcontractors, or assignees (collectively "individuals") are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this Contract, then a drug test must be performed prior to the individual being allowed to start work under this Contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this Contract until they have been cleared by the Department.
 - b. If at any time while performing services under this Contract reasonable suspicion exists to believe that the Provider's staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, are under the influence of or impaired by drugs, the Department reserves the right to require the individual to undergo drug testing. The Department may require the individual to cease performing services pending drug test results. In the event of a positive drug test, the Provider must notify the Department in writing and at which time the Department may request a replacement of equal or superior skills and qualifications of the prior individual.
 - c. The Provider is responsible for any costs associated with meeting this screening requirement.

M. Civil Rights Requirements:

1. Provider, including its officers, agents, employees, subcontractors, or assignees must review the following policies and procedures as directed by the Department: Policy for Access to Programs and Activities; Procedure

for Access to Programs and Activities; Language and Disability Access Plan; and the Civil Rights Training for Access to Programs and Activities.

2. Upon contract execution and each subsequent year thereafter, the Provider must complete the Department's Civil Rights Compliance Checklist and submit it as directed by the Department.

N. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this Contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractor, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Provider, its officers, agents, employees, subcontractor, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Department in the Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

O. Sponsorship: As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health.*" If the sponsorship reference is in written material, the words "*State of Florida, Department of Health*" will appear in at least the same size letters or type as Provider's name.

P. Final Invoice: To submit the final invoice for payment to the Department as specified in Attachment I or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.

Q. Use of Funds for Lobbying Prohibited: Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

R. Public Entity Crime, Discriminatory Vendor, Antitrust Violator Vendor List, and Scrutinized Companies

1. Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Discriminatory Vendor: Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. Scrutinized Companies:

- a. The following paragraph applies regardless of the dollar value of the good or services provided: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.
 - b. The following paragraph applies only when goods or services to be provided are \$1 million or more: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.
 3. Antitrust Violator Vendor List: Pursuant to section 287.137(2)(a), "[a] person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
 4. Department Notification Requirements: Provider must notify the Department in writing if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or the antitrust violator vendor list during the term of the Contract.
- S. Patents, Copyrights, Royalties, and Ownership of Property**
1. Provider shall not assert any rights to: a) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); b) intellectual property furnished by the Department; and c) any data collected or created for the Department. Provider shall transfer all such intellectual property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. If the Department or State has the authority to assert a right in any of the intellectual property or data, Provider shall assist, if necessary, in the assertion of such right. Provider must inform the Department of any inventions or discoveries developed in connection with this Contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.
 2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this Contract. All copyrights accruing under or in connection with the performance of the Contract are the sole property of the state of Florida.
 3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
 4. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
 5. Notwithstanding the foregoing, and unless otherwise specified in the Attachment I, Provider's intellectual property rights that preexist this Contract will remain with Provider unless such preexisting software or work was developed under a previous Contract with the Department.
- T. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements

or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

- U. **Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.

V. **Information Security and Confidentiality of Data, Files, and Records:**

1. Information Security: The State requires that all data generated, used or stored by Provider pursuant to this Contract reside and remain in the United States and not be transferred outside of the United States. The State also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.
2. Confidentiality of Data, Files, and Records: Provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this Contract in accordance with applicable state and federal laws, rules, and regulations and any Department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by Provider upon execution of this Contract, including any amendments. The Department will provide any Department program-specific supplemental protocols to Provider and reserves the right to update such protocols throughout the term of the Contract. The Provider agrees that it will continue to comply with all protocols, as updated and supplemented, throughout the duration of this Contract. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant, and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information as defined in 45 CFR § 160.103. Provider must comply with any applicable professional standards of practice with respect to the confidentiality of information.
3. Business Associate Agreement: If applicable, Provider must execute Attachment N/A, Business Associates Agreement prior to receiving any Protected Health Information, as defined in 45 CFR § 160.103, from the Department.
4. Acceptable Use and Confidentiality Agreement: If applicable, and Provider requires access to the Department's network under the Contract, Provider must execute Attachment N/A, Acceptable Use and Confidentiality Agreement prior to accessing the network.

W. **Venue and Remedies for Default:**

1. Venue: Venue for any legal actions arising from this Contract must be in Leon County, Florida, to the exclusion of any other jurisdiction unless the Contract is entered into by one of the Department's county health department, in which case, venue for any legal actions will be in the county in which the county health department is located. Each party hereby consents to the jurisdiction of such court and irrevocably waives, to the maximum extent permitted by law, any objection or defense of lack of jurisdiction or inconvenient forum. In the event of a dispute, each party is responsible for their own attorney fees and costs unless otherwise prohibited by law.
2. Remedies for Default: Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in Section III., paragraph B. 3., below.

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

- X. **Employment Eligibility Verification:** Provider is required to use the U.S. Department of Homeland Security's E-Verify

system, located at www.e-verify.gov, to verify the employment eligibility of all newly hired employees used by Provider under this Contract. Provider must also include in related subcontractors, if authorized under this Contract, a requirement that subcontractors performing work under this Contract use the E-Verify system to verify employment eligibility of all newly hired employees. Failure to comply with the requirements of section 448.095, Florida Statutes, will result in the Contract being terminated.

Y. USDA WIC Services: Provider agrees to abide by the following requirements if the Contract is related to services or commodities being provided to WIC applicants or participants:

Assurance of Civil Rights Compliance: Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Provider agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the USDA shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other Contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Provider, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to agree to abide by these assurances on behalf of the Provider.

AA. Replacement of Provider staff: The Department may request the removal or replacement of Provider staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, from performing services under this Contract. The Provider's offered replacement must have equal or superior skills and qualifications of the prior individual.

BB. Purchase of Motor Vehicles: Pursuant to section 287.14(3), Florida Statutes, funds received under this Contract cannot be used to purchase or allow for the continuous lease of any motor vehicle unless funds were appropriated by the Legislature. This requirement does not apply to motor vehicles needed to meet unforeseen or emergency situations if approved by the Executive Office of the Governor after consultation with the legislative appropriations committees.

CC. Pharmacy Benefit Manager Services: Pursuant to Fla. Exec. Order No. 22-164, if this Contract is for the provision of Pharmacy Benefit Manager Services (PBM), Provider's PBM is prohibited from the use of spread pricing and financial clawbacks. Provider agrees to have data reporting measures, including, but not limited to, data regarding rebates and payments from drug manufacturers, insurers, and pharmacies, if applicable, available to the Department for review. Any information provided by the Provider may only be collected, shared, or disclosed in accordance with federal and state law, including any relevant privacy laws related to proprietary or confidential information.

DD. Notice Requirements: Any notices provided under this Contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section III.D., below.

II. METHOD OF PAYMENT

- A. **Contract Amount:** The Department agrees to pay the Provider for the completion of the deliverables as specified in Attachment I, in an amount not to exceed \$8,496,754.00, subject to the availability of funds. The state of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Contract.
- B. **Contract Payment:**
1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
 2. Where reimbursement of travel expenses is allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
 3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this Contract specifies otherwise. Except for payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or Contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to the Provider due to preparation errors will result in a payment delay. Interest penalties of less than one dollar will not be enforced unless the Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
 4. **Bonuses:** Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution must be submitted to the Contract Manager for review prior to Contract funds being allocated for such payment. The Department reserves the right to refuse Provider's request to allocate any Contract funds for the payment of bonuses.
 5. **Florida Substitute Form W-9:** Provider is required to submit a substitute W-9 form to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's W-9 must be made on this website; however, if the Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.
- C. **Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.
- D. **Counterparts; Electronic Signatures:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Contract, use of a facsimile, e-mail, or another electronic medium shall have the same force and effect as an original signature.

III. PROVIDER CONTRACT TERM

- A. **Effective and Ending Dates:** This Contract will begin on 12/1/2023 or on the date on which the Contract has been signed by both parties, whichever is later. It will end on 6/30/2025.
- B. **Termination**
1. **Termination at Will:** This Contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Provider will be compensated for any work completed prior to the effective date of the termination.
 2. **Termination Because of Lack of Funds:** In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than 24 hours' written notice to Provider. The Department will be the final authority as to the availability and adequacy of funds. Provider will be compensated for any work completed prior to

the effective date of the termination.

3. Termination for Breach: This Contract may be terminated for material breach upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this Contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Contract. In the event of default, in addition to the Department's right to terminate the Contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees, and witness fees. These remedies shall include offsetting any sums due to Provider under the Contract, and any other remedies at law or in equity.

C. Modification: Any modifications to this Contract must be in writing and executed by the parties.

D. Contract Representatives Contact Information:

1. The name, mailing address, email address, and telephone number of Provider's official payee to whom the payment will be made is:
3. The name, mailing address, email address, and telephone number of the Department's Contract Manager is:

Florida Council Against Sexual Violence, Inc.
820 East Park Avenue, Suite 100
Tallahassee, FL 32301
850-297-2000 jdritt@fcasv.org

Sally Hugo sally.hugo@flhealth.gov
4052 Bald Cypress Way, Bin # A-1
Tallahassee, FL 32399-1721
850-558-9657

2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:
4. The name, mailing address, email address, and telephone number of Provider's representative responsible for administration of the program under this Contract is:

Jennifer Dritt
Florida Council Against Sexual Violence, Inc
1820 East Park Avenue, Suite 100
Tallahassee, FL 32301

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

E. All Terms and Conditions Included: This Contract and its attachments and exhibits as referenced, I, II, III, IV, V, VI, VII and VIII 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 Contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is found to be illegal or unenforceable, the remainder of the Contract will remain in full force and effect and such term or provision will be stricken.