# SANTA ROSA COUNTY
# BOARD OF COMMISSIONERS

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JAYNE BELL, OMB Director


## M E M O R A N D U M

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: June 14, 2016

SUBJECT: Florida Coalition Against Domestic Violence (FCADV) Agreement

**DISCUSSION**

Discussion of the approval of the annual agreement with Florida Coalition Against Domestic Violence.

**BACKGROUND**

The County serves as a conduit for the funding of this specialized domestic violence court program. The agreement and a narrative description of the program is attached.

**SERVICES ACTIVITY NARRATIVE**

**SANTA ROSA COUNTY**

**2016 -2017**

The specialized domestic violence court program in Santa Rosa County is a "one stop shop" for injunctions for protection against domestic, dating, and sexual violence in Santa Rosa County. Two positions are funded by the grant for this program. These civil court cases are coordinated with all agencies involved with domestic violence cases including clerk of court, state attorney, law enforcement, probation, pre trial, Department of Children and Families, domestic violence shelters, and other providers in the community. The primary goal of the specialized court is to significantly enhance both victim safety and offender accountability. The injunction cases are managed by specially trained staff who ensure that the court has all information needed to make good decisions at the time of hearing - including other pending cases, whether or not the respondent should be required to attend a batterers' intervention program, if there are weapons to consider, child support is requested, etc. Specific duties include reviewing petitions and files; checking for service of process; preparing specialized informational dockets; labeling important documents for ready reference by the judge; documenting whether or not there are prior offenses that warrant batterer's intervention or other type treatment; providing information and/or files on corresponding civil or criminal cases, preparing court orders for immediate distribution in court, providing informative brochures to petitioners and respondents; monitoring and following-up on court ordered treatment by

checking with providers, setting review hearings, and preparing *Orders to Show* Cause for contempt of court for non-compliance.

The specialized domestic violence prosecutor in Santa Rosa County provides the match for the grant. The prosecutor handles domestic violence cases from intake through trial: providing assistance to law enforcement on domestic violence issues; reviewing arrest affidavits and evidence; interviewing victims and witnesses; appearing at court hearings; preparing cases for trial; presenting cases before a judge or jury; coordinating cases and violations with the civil injunction court case manager; and working with other agencies on individual cases, and best practices for handling domestic violence matters. The goal in domestic violence criminal prosecution is to have sufficient evidence to prove the case without relying on the testimony of the victim (as many do not want to testify). Use of a specialized prosecutor increases the number of cases that can be handled, and allows for a more expeditious system of prosecution. Victim safety is also reinforced by holding the offenders accountable through regularly scheduled hearings for non-compliance with court orders.

The civil injunction specialized court, criminal prosecution court, and compliance court provide a comprehensive, integrated system of proactive response to domestic violence in the community, and a unified message of zero tolerance for domestic violence in Santa Rosa County.

**Exhibit A**

**Certification and Assurances**

**Santa Rosa Board of County Commissioners**
Contract Number **17-8027-SAO**, awarded by the
Florida Coalition Against Domestic Violence

July 1, 2016 – June 30, 2017

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

If it is later determined that the signer knowingly rendered an erroneous certification, the FCADV, the Florida Department of Children and Families, or the Federal Government may pursue available remedies, including suspension and/or debarment.

The provider agrees by submitting this certification that, it shall obtain each of the Certifications and Assurances contained in this document prior to subcontracting any funds from this award.

The terms “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the FCADV contract manager for assistance in obtaining a copy of those regulations.

**Match**
The undersigned certifies confirmation of the provider’s obligation to provide a minimum of **$21,021.33** of matching resources. Signature on this document will certify the **Santa Rosa Board of County Commissioners** acceptance of the terms and conditions of the match requirements as outline in this contract.

**Lobbying**
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

**Debarment**
The undersigned certifies, to the best of his or her knowledge and belief, that the provider:

1. is not currently barred, suspended, or otherwise prohibited from doing business with any government or non-government entity and has not been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five (5) years;

2. is not under investigation or indictment for criminal conduct, nor has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;

3. is not currently involved, nor has been involved in the last two (2) years, in any litigation as a party opponent to the Department, the FCADV or the United States Departments of Justice or Health and Human Services;

4. has not had a contract terminated by the Department or the FCADV for a failure to satisfactorily perform or for cause; or

5. has not been notified by the Department, the FCADV or any other governmental entity that it has failed to implement a corrective action plan within the last three (3) state fiscal years after having received due notice.

**The signature below certifies acknowledgment regarding match, lobbying and debarment requirements, restrictions and assurances delineated in this document**.

| | |
|---|---|
| Signature of Authorized Certifying Official | Title: |
| **Santa Rosa Board of County Commissioners** | Date |

**FLORIDA COALITION AGAINST DOMESTIC VIOLENCE**

**THIS CONTRACT** is entered into between the **Florida Coalition Against Domestic Violence**, hereinafter referred to as the "FCADV" and **Santa Rosa Board of County Commissioners,** hereinafter referred to as the "Provider."

**1. Contract Document**

The Provider shall provide services in accordance with the terms and conditions specified in this contract including all attachments, exhibits, and documents incorporated by reference which constitute the contract document. This contract and its attachments and exhibits, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

**2. Contract Enforcement and Venue**

This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida.

**3. Effective Dates**

This contract shall begin on **July 1, 2016**, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time of the Provider, on **June 30, 2017**, unless terminated earlier pursuant to Section 22 herein. All Provider services shall be performed during this period except that preparation and submission of reports may be required after expiration or termination of this contract, to the extent expressly stated in this contract, and payment for services may be rendered after the expiration or termination of the contract term. Certain terms of this contract survive expiration or termination of the contract as described in Section 23 herein.

**4. Contract Amount**

The FCADV shall pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$63,064.00**, subject to the availability of funds and satisfactory performance of all terms by the Provider. The FCADV's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature to the Florida Department of Children and Families (the "Department") and the Department's contract with the FCADV. Any Provider costs or services paid for from any other contract or source are not eligible for payment under this contract.

**5. Funding Sources**

The breakdown by funding source for the contract amount is as follows:

(a) STOP Violence Against Women Formula Grant Program (VAWA/STOP) **$63,064.00.**

**6. Match Requirement**

The breakdown by funding source for the match amount is as follows:

(a) STOP Violence Against Women Formula Grant Program (VAWA/STOP) match is required in the amount of **$21,021.33.**

**7. Purpose/Scope of Service**

The FCADV is engaging the Provider for the purpose of increasing the number of attempted victim contacts by prosecution staff in domestic violence, dating violence, sexual assault in context of domestic violence, and/or stalking cases, via telephone or in person. In addition, the FCADV is engaging the Provider for the purpose of filing domestic violence, dating violence, sexual assault in context of domestic violence and stalking cases that will result in prosecution.

**8. Definition of Terms**

**a. Contract Terms**

Contract terms used in this document can be found in the *FCADV Glossary of Contract Terms (Exhibit S)*, which is incorporated by reference.

**b. Program or Service Specific Terms**

Program or service specific terms used in this document can be found in the *FCADV Glossary of Program Terms (Exhibit T)*, which is incorporated by reference.

**9. Authorities for Service Provision and Administration**

The authority for this contract is the STOP Violence Against Women Formula Grant Program authorized by the Violence Against Women Act, Title IV of the Violent Crime Control and Law Enforcement Act of 1994 (Public Law No. 103-322), and reauthorized and amended by Public Law No. 106-386 and Public Law No. 109-162, as well as FCADV's contract with the Florida Department of Children and Families to administer STOP grant funding. In entering into this contract, the Provider agrees to comply with all applicable federal, state and local laws, rules and regulations, as may be enacted or amended from time to time, as well as the terms and conditions of this contract.

**a. Confidentiality of Client Information**

The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

**i.** To ensure the safety, confidentiality, and privacy of persons receiving services, the Provider shall safeguard information identifying the location of domestic violence emergency shelters and center participants as provided in Section 39.908 F.S. Access to any participant-identifying information shall be limited to Provider staff members who have a need to know to carry out their job duties.

**ii.** The Provider shall permit all persons duly authorized by the FCADV to have access to Provider's records, in both hard copy and electronic form, to the extent necessary to perform its oversight and monitoring function. Providers may not provide individual participant records to stakeholders, partner agencies, and other entities that have an interest in Provider operations or any other person or entity, except as expressly authorized in Section 39.908, F.S., or as otherwise authorized or required by law. In addition, client communications that satisfy the criteria for a privileged communication under Section 90.5036, F.S. may be disclosed only as provided in that statute.

**iii.** The Provider shall ensure all of its employees and volunteers, and its subcontractors and their employees and volunteers, understand their obligation to comply with Section 39.908 F.S.

**10. Service Provision**

**a. Individuals to be Served**

**i. General Description**

Clients to be served are survivors of domestic violence, dating violence, sexual assault in context of domestic violence, and/or stalking, and their children or any family or household member. Clients to be served also include the general public with respect to certain education and training services

**ii. Individual Eligibility**

**1.** Client eligibility for services shall be governed by Federal and State laws, rules and regulations and the provisions of this contract.

**iii. Eligible Individual Determination**

Provider shall not deny services to or discriminate against any person on account of race, religion, color, national origin, gender, age, mental or physical disability, sexual orientation, citizenship, marital status, gender identity (or expression), language spoken, immigration status and any other protected class. The FCADV has final determination in any dispute over individual eligibility.

**iv. Persons with Limited English Proficiency**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d, recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). An LEP policy or plan outlining steps to ensure meaningful access must be immediately available for inspection by the FCADV, DCF and/or the U.S. Department of Justice. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

**b. Services to be Provided**

**i.** The Provider shall provide domestic violence, dating violence, sexual assault in context of domestic violence, and/or stalking prosecution services to victims of domestic violence, sexual assault in context of domestic violence, dating violence and/or stalking.

**ii.** The Provider shall document the number of domestic violence, dating violence, sexual assault in context of domestic violence and/or stalking victims receiving services through this project.

**iii.** The Provider shall identify and track activities and demographics of victims served under this contract in compliance with requirements of the Federal Annual Progress Report as specified in Section 14.b.

**iv.** The Provider shall maintain records sufficient to calculate the applicable performance measure(s) outlined in Section 10.c. of this contract and report the results of that calculation on the monthly status report.

**v.** The Provider shall designate one staff person to attend an FAPR Data Collection web conference during the contract period. The FCADV will provide the date and time of said web conference once the information has been determined.

**c. Performance Measures**

**i. General Description**

The performance measure(s) applicable to this contract depend on the service(s) the Provider is performing as follows:

1. STOP Victim Services: 80% of the projected number of victims shall receive services.

2. STOP State Attorney Services: 80% of domestic violence, sexual assault in context of domestic violence, or stalking cases filed will result in prosecution.

**ii. Performance Evaluation Methodology**

The Provider must use the corresponding performance evaluation methodology listed below depending on the performance measure in Section 10.c.i. above that is applicable depending on the services provided under this contract:

1. STOP Victim Services: The numerator is the actual number of victims served and the denominator is the number of victims projected to be served annually.

2. STOP State Attorney Services: The numerator is the number of victim cases filed that result in prosecution and the denominator is the number of victim cases filed.

By execution of this contract, the Provider hereby acknowledges and agrees that its performance under the contract must meet the performance measurement standards set forth above and will be bound by the conditions set forth in this contract.

**d. Service Limitations**

**i. Charges for Services**

Participants shall not be charged for services.

**ii. Serving Children**

Children's services supported under this contract must be inextricably linked to providing services to adult victims of domestic and dating violence, sexual assault in context of domestic violence and/or stalking. Funds may not be used to support services that focus exclusively on children.

**iii. School Curriculum**

The Provider agrees that funds under this contract will not be used to support the development or presentation of a domestic and dating violence, sexual assault in context of domestic violence and/or stalking curriculum for primary or secondary schools. The Provider further agrees that contract funds will not be used to teach primary or secondary school students from an already existing curriculum.

**iv. Public Awareness**

The Provider agrees that funds under this contract will not be used to conduct public awareness or community education campaigns or related activities. Contract funds may be used to support, inform, or educate victims about available services.

**v. Activities That May Compromise Victim Safety**

The Provider agrees that funds under this contract will not support activities that may compromise victim safety, such as: domestic violence pre-trial diversion programs or the placement of offenders in such programs as

mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims; penalizing victims who refuse to testify; or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); or the placement of perpetrators in anger management programs or inappropriate sexual offender treatment programs.

**vi. Research with Human Subjects**

The Provider shall not enter into any research projects without prior written permission from FCADV. Any research that is to be conducted that involves participants may include, but not be limited to focus groups, surveys, or observations shall have prior written approval. The FCADV shall safeguard the rights and welfare of human subjects in research by ensuring that all human subject research receives appropriate approval as outlined in CFOP 215-8.

**vii. Victim Contacts**

A victim contacted only through the mail may not be counted in statistical, demographic, or other reporting mechanisms as a victim served under this contract.

**11. Manner of Service Provision**

**a. Records and Documentation**

**i. Service Delivery Documentation**

The Provider must maintain records documenting the total number of recipients and names, or unique identifiers, of recipients to whom services were provided and the date(s) that the services were provided, so that an audit trail documenting service provision can be maintained.

**ii. Information Security Obligations**

**1.** The Provider shall maintain an appropriate level of data security for any information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all employees that request or have access to any data system or information. The Provider will ensure that user access to the data system or information has been removed from all terminated employees.

**2.** The Provider agrees to notify the FCADV's Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential or other sensitive data. The Provider shall require the same notification requirements of all subcontractors.

**3.** The Provider shall at its own cost provide notice to affected parties no later than 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 FCADV to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.

**4.** All Provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the Department's Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the FCADV's Contract Manager. The Provider shall also comply with the following to the extent that it has access to Departmental information in providing services under this contract:

**a)** The Provider shall provide the latest Departmental security awareness training to its staff and subcontractors who have access to departmental information.

**b)** The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.

**b. Service Location and Times**

**i. Service Delivery Location**
The Provider's administrative offices shall be located at the address specified on the *Provider Contact Information Form*, Exhibit B. Services shall be provided in the jurisdiction(s), circuit(s) and county(ies) covered by the Provider.

**ii. Changes in Location**
The Provider shall notify the FCADV in writing at least thirty (30) calendar days prior to changing the permanent location of service provision. If the Provider wishes to change the service location, close a service location, or open additional service locations during the contract term, the Provider shall submit to the FCADV contract manager the requested changes on the FCADV Provider Contact Information Form (Exhibit B) incorporated herein by reference.

**iii. Service Times**
Delivery of services is not limited to normal business hours. However, the Provider shall be available for contact by the FCADV between the hours of 9 AM and 5 PM, Monday through Friday.

**c. Subcontracts**

**i.** The Provider shall not assign the responsibility for this contract to another party. The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the FCADV.

**ii.** Should approval to subcontract be granted, a copy of each executed subcontract shall be provided to the FCADV within ten (10) calendar days of the effective date of each subcontract. Payment to the Provider shall not be authorized until the FCADV is in receipt of each executed subcontract.

**iii.** To the extent permitted by Florida Law, the Provider is responsible for all work performed pursuant to this contract whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the FCADV shall not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, will defend the FCADV against such claims.

**iv.** The Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the FCADV, unless otherwise stated in the contract between the Provider and subcontractor.

**v.** This contract shall be binding upon the successors in interest of either the Provider or the FCADV.

**vi.** The Provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this contract that mention or describe subcontract compliance.

**d. Coordination with Other Providers/Entities**

The Provider must coordinate services with the FCADV, the Department and other community organizations as needed to provide comprehensive services for participants, including law enforcement, state agencies, the School Board and other social service agencies serving dating, stalking, domestic, and sexual violence in context of domestic violence survivors.

**12. Administrative Requirements**

**a. Zero Tolerance**

The Provider must have zero tolerance for domestic, dating and sexual violence in context of domestic violence and stalking on the part of its employees. The provider must be as vigorous in its response to suspected crimes on the part of its own employees as it is to all other domestic, dating, sexual violence in context of domestic violence and stalking crimes. However, the Provider shall also uphold its duty to the employee in terms of providing employee assistance; preventing harm to self or family; and continuing employment where appropriate, safe and within the Provider agency guidelines and the law.

**b. E-Verify**

The Provider must maintain with respect to each employee, in the employee's personnel file, or in a separate file, verification, using E-Verify, of employment eligibility of all new employees performing services under this contract.

**c. Employment Eligibility Verification**

**i. Definitions**

As used in this clause—

"Employee assigned to the contract" means all persons employed during the contract term by the Provider to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by the Provider to perform work pursuant to the contract with the FCADV.

"Subcontract" means any contract entered into by the Provider and a subcontractor pursuant to which the subcontractor provides services for performance of a portion of this contract.

"Subcontractor" means any person or entity that subcontracts with the Provider to provide services to the Provider in its performance of this contract.

**ii. Enrollment and verification requirements**

**1.** The Provider shall—

**a)** Enroll as a Provider in the E-Verify program within 30 calendar days of contract award.

**b)** Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Provider/subcontractor to perform work pursuant to the contract with the FCADV shall be verified as employment eligible within three (3) business days after the date of hire.

**2.** The Provider shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.

**a)** The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Provider will be referred to a DHS or SSA suspension or debarment official.

**b)** During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Provider is excused from its obligations under paragraph (ii) of this clause. If the suspension or debarment official determines not to suspend or debar the Provider, then the Provider must re-enroll in E-Verify.

**iii.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Website: http://www.dhs.gov/E-Verify.

**iv.** The Provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Provider through the E-Verify program.

**v.** Employees assigned to and performing work pursuant to this contract prior to February 4, 2011 do not require employment eligibility verification through E-Verify.

**vi.** Evidence of the use of the E-Verify program will be maintained in the employee's personnel file.

**vii.** The Provider shall include the requirements of this clause, including this paragraph (vii) (appropriately modified for identification of the parties), in each subcontract.

**d. Sufficiency of Records**

The Provider shall maintain and implement current, accurate and complete service and financial records, and other reports and statistics in such form as to permit programmatic and fiscal evaluation by authorized FCADV personnel. The provider shall maintain records documenting the deliverables generated, services provided, and the dates that the services were provided so that an audit trail documenting service provisions can be maintained.

**e. Record Retention**

**i.** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the FCADV under this contract.

**ii.** Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or the date an audit report is issued, whichever period is longer, or for such other longer period when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the FCADV.

**iii.** Upon demand, at no additional cost to the FCADV, the Provider will facilitate the duplication and transfer of any records or documents during the term of this contract and the required retention period in Section 12.i.ii.

**iv.** At all reasonable times for as long as records are maintained, the FCADV, the Department, the Federal grantor agency, or persons duly authorized by the FCADV, the Department, the Chief Financial Officer, the Auditor General of the State of Florida, and Federal auditors, pursuant to 45 CFR, section 92.36(i) (10), shall be allowed full

access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

**v.** The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of the Inspector General (section 20.055, F.S.).

**vi.** No record required to be retained under this section may be withheld from the FCADV, the Department or the Office of the Inspector General, nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from the Public Records Act or is confidential, proprietary or trade secret in nature. Production or disclosure of any record under this paragraph, however, shall not result in waiver of any exemption from the Public Records Act.

**vii.** The Provider shall ensure that audit working papers are made available to the FCADV, the Department or its designee, the Chief Financial Officer of the State of Florida, or Florida's Auditor General upon request for a period of three years from the date an audit report is issued, unless extended in writing by the FCADV or the Department.

**viii.** The Provider must allow public access to all documents, papers, letters or other public records as defined in subsection 119.011(12), F.S., and as prescribed by subsection 119.07(1), F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the FCADV may unilaterally terminate the contract.

**f. Equipment**

The Provider shall maintain Excel and Word for Windows, Adobe Write/Reader, e-mail capability and Internet access for staff working under this contract. The Provider must have Adobe Reader installed on any computer used for filing or submitting reports.

**g. Property and Inventory**

**i.** The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is $1,000 or more and the normal expected life of which is 1 year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is $25 or more, and hardback-covered bound books, the value or cost of which is $250 or more. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of $25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

**ii.** No state property will be assigned to the Provider for use in performance of this contract.

**iii.** If any property is purchased by the Provider with funds provided by this contract, the provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the FCADV on a quarterly

basis whether new purchases have been made or not. By July 15, 2017, the Provider shall submit a complete inventory of all such property to the FCADV whether new purchases have been made or not.

**iv.** The inventory shall include, at a minimum, the identification number; year and/or model: a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost. The FCADV's Contract Manager shall provide disposition instructions to the Provider prior to the end of the contract period. The provider cannot dispose of any property that reverts to the Department through the FCADV without the Contract Manager's approval.

**v.** The Provider hereby agrees that all inventories required by this contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the provider and the FCADV, with the further agreement of the Department and shall be used in place of the original acquisition cost.

**vi.** Title (ownership) to and possession of all property purchased by the Provider pursuant to this contract shall be vested in the Department upon completion or termination of this contract, except to the extent that the FCADV authorizes disposal of such property. During the term of this contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the FCADV for remittance to the Department the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this contract. When property transfers from the Provider to the Department, the provider shall be responsible for paying for the title transfer.

**vii.** If the Provider replaces or disposes of property purchased by the provider pursuant to this contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the provider's annual inventory. Any subcontract entered into by the Provider under this contract must include language requiring the subcontractor to provide an annual inventory of property purchased with funds provided in this contract in accordance with Sections 12.k.iii. and 12.k.iv. of this contract.

**h. Information Technology Resources**

The Provider must receive written approval from the FCADV prior to purchasing any information technology resource or service with contract funds. The Provider agrees to secure prior written approval by means of an Information Resource Request (IRR) form, Exhibit I, before the purchase of any information technology resource or service. The Provider will not be reimbursed for any information technology resource or service purchases made prior to obtaining the FCADV's written approval. The Provider agrees to remove any sensitive and confidential data in accordance with CFOP 50-2 prior to disposing of information technology resources, including receiving prior approval from the FCADV contract manager through submission of the Property Disposition Form, Exhibit K.

**i. Transportation Disadvantaged**

The provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, Florida Administrative Code, Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport eligible individuals. No funds provided under this contract will be used to purchase vehicles.

**j. Purchasing**

The Provider shall, to the extent practicable, procure any recycled products or materials, which are the subject of or are required to carry out this contract.

**k. Insurance**

**i. Liability Insurance**

Continuous adequate liability insurance coverage shall be maintained by the Provider during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Documentation of insurance coverage is required upon submission of the application to the FCADV for funding and annually thereafter. The FCADV reserves the right to require additional insurance as specified in this contract. The Provider is responsible for providing the FCADV with documentation of any insurance renewals or changes to the Provider's insurance coverage that occur during the contract period.

**ii. Bond Insurance**

The provider shall furnish documentation of an insurance bond from a responsible commercial surety company covering all officers, employees and agents of the provider authorized to handle funds received or disbursed under this contract in an amount commensurate with the funds handled, as determined by the surety company, and consistent with good business practice.

**l. Sponsorship/Publicity**

The Provider shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name), the Florida Coalition Against Domestic Violence and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the Provider. Without limitation, the Provider and its employees, agents, and representatives will not, without prior FCADV written consent in each instance, use in advertising, publicity or any other promotional endeavor, any FCADV logo or mark, State mark, or the name of the State's mark, the name of the FCADV or the State or any FCADV or State agency or affiliate or an officer or employee of the FCADV or the State, or any FCADV or State program or service or represent, directly or indirectly, that any service provided by the Provider has been approved or endorsed by the FCADV or the State, or refer to the existence of this contract in press releases, advertising or other materials distributed by the Provider.

The Provider, in accordance with STOP Violence Against Women (STOP) federal funding requirements, shall submit to the FCADV for review one (1) copy of all reports and proposed publications resulting from STOP funding at least forty-five (45) days prior to public release. Written materials generated under this contract shall be developed in English and any other language deemed appropriate by the Provider for the population to be served. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, the Provider will revise the material according to FCADV specifications. All materials and publications (written, visual or sound) resulting from this contract shall contain the following statements:

*"This project was supported by Contract No. LN967 awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women."*

Pursuant to 28 CFR § 66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works) for Federal Government purposes:

(a) any work that is subject to copyright and was developed under this contract; and
(b) any work that is subject to copyright for which ownership was purchased with funds under this contract.

In addition, Provider must obtain advance approval from FCADV (which must obtain advance approval from the Office on Violence Against Women) before: 1) using funds under this contract to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. This condition must be included in any subcontract entered into by the Provider.

**m. Fiscal Management**

The Provider shall be knowledgeable of and fully comply with all applicable Federal and state laws, rules and regulations governing services provided under this contract. The Provider shall maintain sound financial policies in order to meet its stewardship obligations in accordance with the provisions of federal, state and local laws and regulations, Florida Coalition Against Domestic Violence Policies and Procedures, and Generally Accepted Accounting Principles. These principles are mandated by the American Standards Board, American Institute of Certified Public Accountants, Federal Regulations of the Office of Management (OMB), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as OMB Uniform Guidance), along with the statutes of the State of Florida.

**i. Fund Accounting**

The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the FCADV under this contract. All records of income and expenditures shall be kept separately from those relating to other funding the Provider may receive. The Provider shall maintain policies and accounting systems in accordance with the principles of fund accounting. Funds are required to be tracked on the basis of regulations, restrictions and limitations. Resources are classified for accounting and reporting purposes into fund groups that characterize the sources of revenue and specific activities or objectives. Separate accounts are maintained for each fund. Fund accounting shall be applied to the Provider as a whole and not in part.

**ii. Time and Effort Reporting**

All Providers shall document time and effort for all activities related to this contract. The Provider shall use the FCADV's approved Time and Effort Reporting Form herein incorporated by reference as Exhibit V to document all activities related to this contract. If the Provider prefers to use a different Time and Effort Reporting Form, the alternative form must be submitted to the FCADV contract manager for approval prior to its use.

**iii. Cost Allocation Plan**

The Provider shall incur expenses and obligations in accordance with the approved Cost Allocation Plan incorporated by reference and maintained in the FCADV Contract Manager's file.

**iv. Budget**

Prior to execution of this contract, the Provider shall submit to the FCADV an award budget utilizing the Budget Form. The budget must be provided by line item in the table provided and shall be accompanied with projected sources and amounts of match. In addition, a line item budget narrative describing the anticipated expenses to be funded under this contract must be provided. The Provider shall make expenditures in accordance with the approved operating budget.

**v. Budget Amendments**

The Provider shall request written approval from the FCADV Contract Manager prior to incurring any expenditures that require modifications to the approved operating budget as a result of proposed additions and/or deletions to budget line items utilizing Attachment II – Budget Amendment Form, which is incorporated herein by reference. Any changes to the Cost Allocation Plan or allocation percentages, including any resulting budget amendments, shall be submitted in writing with justification to the FCADV Contract Manager for approval. The Provider shall not institute any changes until final approval has been received from the FCADV contract manager in writing.

**vi. Grant Expenditures and Match**

1. All STOP grant funds disbursed to the Provider under this contract shall be fully expended on eligible project costs and actual expenditures as approved by the Contract Manager and accounted for through the Monthly Financial Report, Exhibit G. Any funds received by the Provider under this contract that are not reflected in actual expenditures accounted for through Monthly Financial Reports and that remain unexpended by the end of the state fiscal year shall be returned to the FCADV within fifteen (15) calendar days of the end of the state fiscal year with the submission of the final Monthly Financial Report.

**2.** Cash and in-kind match must comply with Department of Justice VAWA/STOP regulations. Cash or in-kind resources used as match for STOP funds must be directly related to the project goals and objectives for which the STOP funds are utilized. Sources of match for STOP funds are restricted to the same uses allowed under the STOP Program and must be documented in the same manner as STOP funds, including financial and programmatic reports.

**3.** The Provider shall document the required amount of cash or in-kind match monthly. By the end of the contract period, the total required match amount by funding source shall be expended. Supporting documentation shall detail cash or in-kind contributions. Federal dollars are not allowable as match for state funds or federal funds.

**4.** The Provider shall certify its commitment of cash or in-kind match through Exhibit A of this contract.

**5.** If the Provider fails to meet the match requirements, the Provider shall remit a payment to FCADV (for further remittance to the Department) for the amount of the unmatched federal dollars within fifteen (15) calendar days of the end of each corresponding state fiscal year.

**vii. Audit Requirements**

A financial and compliance audit shall be provided to the FCADV within 180 days after the end of the Provider's fiscal year or within 30 days of receipt of the audit report, whichever occurs first. Providers should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them, or when such correspondence is not available the Provider must submit its own correspondence indicating the date the audit report package was delivered by the auditor to the Provider.

**1.** *Federal Requirements:*

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Uniform Guidance, Section 200.500-200.521, as revised. In the event the recipient expends $500,000 *($750,000 for fiscal years beginning on or after December 26, 2014*) 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 OMB Uniform Guidance, Section 200.500-200.521, as revised. The recipient agrees to provide a copy of the single audit to the FCADV contract manager. In the event the recipient expends less than $500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the FCADV contract manager that a

single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the FCADV, Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Uniform Guidance, Section 200.500-200.521, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Uniform Guidance, Section 200.500-200.521, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508 of OMB Uniform Guidance, as revised. The schedule of expenditures should disclose the expenditures by contract number for each contract with the FCADV in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the FCADV or the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

**2.** *State Requirements:*

This part is applicable if the provider is a non-state entity as defined by Section 215.97(2), Florida Statutes. In the event the recipient expends $500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, 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.

In connection with the audit requirements addressed in the preceding paragraph, the 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 Chapters 10.550 or 10.650, Rules of the Auditor General. The schedule of expenditures should disclose the expenditures by contract number for each contract with the FCADV or Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the FCADV or the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

**3.** *Additional Report Submission:*

Copies of the reporting packages for audits conducted in accordance with Uniform Guidance, Section 200.500-200.521, as revised, and required by this agreement shall be submitted, when required by Section 200.512 (d), OMB Uniform Guidance, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at: http://harvester.census.gov/fac/collect/ddeindex.html and other Federal agencies and pass-through entities in accordance with Section 200.512 (e), OMB Uniform Guidance, as revised. Copies of reporting packages required by State reporting requirements shall be submitted by or on behalf of the Provider directly to the following address:

Auditor General's Office
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

**13. Notice Requirements**

**a. Contract Notices**

To be effective, a notice or other communication required or permitted under this contract must be given in writing. A notice delivered by fax or similar electronic means (including by e-mail) is considered to be in writing and is effective if the sender obtains a receipt from the computer or fax machine sending the notice indicating that it has been delivered to the recipient's fax number or e-mail address. Any other type of written notice or other communication is considered effectively given when it is delivered to the intended recipient in person or by certified or registered United States mail. The individual designated as the Grant Contact on the Provider Contact Information Form, Exhibit B, shall be the Provider's designated contact person for notices provided under this contract.

**b. Staffing and Contact Changes**

The Provider shall notify the FCADV in writing within five (5) business days when any position listed on the Provider Contact Information Form is vacated. The notification shall identify the person(s) assuming the responsibilities of the vacant position. When the vacant position is filled, the Provider shall notify the FCADV within five (5) business days of the change by the submission of an updated Provider Contact Information Form, Exhibit B. Job descriptions shall be submitted along with the Provider Contract Information Form, incorporated herein by reference. Additionally, the Provider shall notify the FCADV in writing within 48 hours when any contact information (i.e., email, mailing address, phone number, etc.) changes for any position listed on the Provider Contact Information Form.

**c. Incident Reporting**

**i.** The Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

**ii.** The Provider shall also include language in all of its subcontracts requiring subcontractors and their employees to immediately report knowledge or reasonable suspicion of abuse, neglect or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline as required by Chapter 39 and 415, F.S.

**d. Legal Actions**

The Provider shall notify the FCADV of any legal actions or civil rights complaints filed against them related to the services provided through this contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the FCADV or the Department. The FCADV's contract manager will be notified within ten (10) calendar days of Provider becoming aware of such actions or complaints or from the day of the legal filing, whichever comes first.

**14. Service Units**

**a. Definition**

A service unit is the report documenting tasks that the provider shall accomplish to benefit survivors of domestic, dating, sexual assault in context of domestic violence and stalking crimes in the provider's designated service area as identified in Section 10.b., Services to be Provided.

**b. Reports**

The following reports shall be received by the FCADV on or before the dates listed below in order to execute timely payment of this contract. If that date falls on an established Federal or State holiday or weekend, such report will be due the next business day. Submission of reports after the dates listed must be requested in writing with prior written approval by the FCADV Contract Manager. The Provider shall furnish other reports and information that the FCADV may require within the time requested. Inaccurate or incomplete reports submitted by the due date will not be accepted. The date on which the correct and/or complete report is received will be considered the submission date.

| Report Title | Frequency | Due Date(s) | Submission Requirements | Submission Method |
|---|---|---|---|---|
| Provider Contact Information Form (Exhibit B) | As necessary | Within 5 business days of any change of information listed on the Provider Contact Information Form with the exception of contact changes (i.e., email, mailing address, phone number, etc.) for any position listed on the Provider Contact Information Form which is due within 48 hours of change | Electronic copy in Word format | Track-It! - **Type:** Contract Monthly Reporting |
| Monthly Invoice (Exhibit C) | Monthly | 15th day of the month for the previous month's activities | Electronic signed copy in PDF format | Track-It! - **Type:** Contract Monthly Reporting |
| Quarterly Inventory Report (Exhibit F) | Quarterly | 15th day of the month following the end of each of the first three quarters | Electronic copy | Track-It! - **Type:** Contract Monthly Reporting |
| Final Inventory Report (Exhibit F) | Annually | July 15, 2017, inclusive of all quarters | Electronic copy | Track-It! - **Type:** Contract Monthly Reporting |
| Monthly Financial Report (Exhibit G) | Monthly | 15th day of the month for the previous month's activities | Electronic copy in Excel format | Track-It! - **Type:** Contract Monthly Reporting |

| | | | | |
|---|---|---|---|---|
| Information Resource Request (IRR) (Exhibit I) | As necessary | As necessary | Electronic copy | Track-It! - **Type:** Contract Monthly Reporting |
| Property Disposition Form (Exhibit K) | As necessary | As necessary | Electronic signed copy in PDF format | Track-It! - **Type:** Contract Monthly Reporting |
| Profit & Loss Statement by fund from Provider Accounting System | Monthly | 15th day of the month for the previous month's activities | Electronic copy in PDF format | Track-It! - **Type:** Contract Monthly Reporting |
| Federal Annual Progress Report | Semi-Annually | January 15, 2017 for the period of July through December 2016 and July 15, 2017 for the period of January through June 2017 | Electronic copy of "fillable" FAPR Form | Track-It! - **Type:** Contract Monthly Reporting |
| Auxiliary Aid Service Record Monthly Summary (HHS) Report | Monthly | 3rd business day of the following month | Electronic copy | Email: massey_chelsea@fcadv.org |
| Updated Auxiliary Aid Plan | As necessary | Within 30 days of any updates | Electronic copy | Track-It! - **Type:** Contract Monthly Reporting |
| Financial External Audit, including Management Letter or Other Information, if applicable | Annually | Within 180 days after the end of the provider's fiscal year or within 30 days of receipt of the audit report, whichever occurs first.<br><br>External Audit is required to be submitted regardless if paid in whole or in part with a FCADV administered funding source or with a non-FCADV administered funding source. | Electronic copy in PDF format | Track-It! - **Type:** Contract Monthly Reporting |
| Completed Funding Application Including Budget For FY 2017-2018 | Annually | TBD | Electronic copy as required | Track-It! **Type:** Funding Application |

| | | | | |
|---|---|---|---|---|
| Job Descriptions for STOP Funded Staff and Match Staff | As necessary | Attached to Provider Contact Information Form within 5 business days of position being filled | Electronic copy | Track-It! - **Type:** Contract Monthly Reporting |
| Certificates of Liability and Bond Insurance | Annually | Upon renewal | Electronic copy in PDF format | Track-It! - **Type:** Contract Monthly Reporting |
| Fiscal Detail Worksheet (Attachment I) | As required with submission of full and complete backup | 15th of the month following the requested month(s) of Full & Complete submission | Electronic copy in Excel | Track-It! - **Type:** Contract Monthly Reporting |
| Fiscal Back-up Documentation | As requested by the FCADV for designated month(s) | TBD | Electronic copy in PDF format | Track-It! - **Type:** Contract Monthly Reporting |
| Pre-Monitoring Documentation | Annually | As listed on Request for Documents | Electronic submission in Word, Excel and PDF format (see Request for Documents) | Track-It! - **Type:** Contract Monthly Reporting |
| Budget Amendments Form (Attachment II) | As required | TBD | Electronic copy in Excel format | **Type:** Contract Monthly Reporting |
| Monitoring Corrective/Certification Action Plan (MCAP) | As necessary | Within 10 business days of receipt of monitoring report | Signed and dated copy in PDF format | Track-It! - **Type:** Contract Monthly Reporting |

**15. Payment**

**a. Payment Chart**

The FCADV will make payments to the Provider for the provision of services up to the maximum number or units of service and at the rates listed below:

| Service Unit | Unit Price | Maximum # of Units |
|---|---|---|
| Month of Services: (Invoice, Fiscal Detail Worksheet and Full and Complete Backup when required and Financial Report w/ P&L, , bank statements, as required, , Monthly Status Report, Quarterly Inventory Report, and Federal Annual Progress Report. | Total Unit: $5,255.34 | 11 |
| Month of Services: (Invoice, Fiscal Detail Worksheet and Full and Complete Backup when required and Financial Report w/ P&L, , bank statements, as required, Monthly Status Report, Quarterly Inventory Report, and Federal Annual Progress Report. | Total Unit: $5,255.26 | 1 |
| **TOTAL CONTRACT** | | **$63,064.00** |

**b. Invoice Approval Process**

The FCADV's Contract Manager will have ten (10) business days to inspect and approve the monthly invoice or request from the provider any additional documentation and/or necessary adjustments to support the invoice. It is agreed that the FCADV's determination of acceptable service and work products shall be conclusive. Payment shall be made within forty (40) days from the date a properly completed invoice and accompanying documents as required by Section 14.b. are received and approved by the FCADV.

**c. Payment Withholding**

Any payment due under the terms of this contract may be withheld until all deliverables and reports (due from the Provider) have been received and approved by the FCADV including approval of any and all necessary adjustments to deliverables and reports as determined by the FCADV.

**d. Supporting Documentation**

**i.** Expenditures shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services website.

**ii.** Supporting documentation shall detail in-kind and material contributions to local match requirements.

**iii.** The Provider must provide units of deliverables, including reports, findings, and drafts, as specified in this contract. The Provider shall submit invoices for payment in sufficient detail for proper pre-audit and post-audit. Where payment for travel expenses is permitted in this contract, the Provider must submit invoices and documentation for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.

**e. Invoicing**

Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the FCADV. The FCADV reserves the right to request any fiscal documentation, including reconciliation reports and back-up documentation showing that all grant funds were properly expended. The final invoice for payment shall be submitted to the FCADV no more than 15 days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the FCADV will not honor any requests submitted after the aforesaid time period.

**f. Return of Funds**

The Provider shall return to the FCADV any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the FCADV and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the FCADV. Should repayment not be made, the Provider may be charged interest up to the maximum lawful rate on the outstanding balance after the FCADV notification or Provider discovery. Payments made for services subsequently determined by the FCADV to not be in full compliance with contract requirements shall be deemed overpayments.

**16. Monitoring by the FCADV**

The FCADV will conduct evaluations of Providers to ensure compliance with all applicable laws, the FCADV contract No. LN967 with the Department of Children and Families, as well as the requirements of this contract..

**a.** The FCADV shall monitor the Provider in accordance with existing the FCADV procedures. The monitoring shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.

**b.** By entering into this agreement, the Provider agrees to comply and cooperate with any monitoring and corrective action procedures deemed appropriate by the FCADV. In the event the FCADV determines that management review or a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by FCADV regarding such management review or audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FCADV or the FCADV's Allocation and Grant Oversight Committee, the Department, the State of Florida's Chief Financial Officer, or the Florida Auditor General.

**c.** To conduct evaluations, the FCADV shall have access to a Provider or subcontractor, its location, hard copy and electronic records relevant to the operation of said Provider or subcontractor, hard copy and electronic records of participants served, and any other information necessary for evaluation of compliance.

**d.** The Provider shall permit all persons who are duly authorized by the FCADV or the Department to inspect and copy any hard copy and electronic records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract or the operation of the Agency, and to interview any clients, employees, volunteers, and subcontractor employees of the Provider to assure the FCADV or the Department of the satisfactory performance of the terms and conditions of this contract.

**e.** Records shall be made available at all reasonable times for inspection, review, copying, or audit by any individual duly authorized by the FCADV.

**f.** The evaluation shall occur annually at a minimum, onsite or desktop, as determined by the FCADV. However, an evaluation may occur at any time there is a complaint to the Department or the FCADV.

**g.** Within 60 days after the evaluation, the FCADV will issue a written report to the Provider indicating whether or not compliance has been met. A monitoring report shall be issued for each review with corrective action, as necessary. The Provider agrees to submit to the FCADV a corrective action plan within 10 business days of receipt of the written report. The corrective action plan is subject to approval by the FCADV. In no event shall the corrective action period to correct deficiencies on non-budget related items exceed 90 calendar days from the date of the FCADV's approval of the corrective action plan unless there are circumstances beyond the Provider's reasonable controls such as manmade or natural disasters, local zoning ordinances, or permitting processes. Corrective action items which involve budget items shall be corrected within 90 calendar days from the date of the approval of the corrective action plan or by the last business day in June, whichever comes first, unless an extension is granted by the FCADV. The FCADV will determine if the corrective action has been implemented and/or completed.

**h.** This provision will not limit the FCADV's termination rights under Section 22 herein.

**17. Indemnification**

**a.** The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department and the FCADV, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by Provider, its agents, employees, partners, or subcontractors, provided, however, that the Provider shall not indemnify for that portion of any loss or damages caused by the sole negligent act or omission of the FCADV.

**b.** The Provider shall fully indemnify, defend, and hold harmless the State, the Department and FCADV from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to FCADV's misuse or modification of Provider's products or a FCADV's operation or use of Provider's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit, or in the Provider's opinion is likely to become the subject of such a suit, the Provider may at its sole expense procure for the FCADV the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the FCADV the right to continue using the product, the Provider shall remove the product and refund the FCADV the amounts paid in excess of a reasonable rental for past use. The FCADV shall not be liable for any royalties. The Provider's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Provider, its officers, agents or subcontractors in the performance of this contract or delivered to the FCADV for the use of the FCADV, its employees, agents or contractors.

**c.** The Provider shall not be liable for any cost, expense, or compromise incurred or made by the FCADV in any legal action without the Provider's prior written consent, which shall not be unreasonably withheld. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the FCADV negligent shall excuse the Provider of performance under this provision, in which case the FCADV shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the FCADV shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

**d.** The indemnification obligations of the Provider under this contract include indemnification by the Provider of the FCADV for any financial penalties that may be imposed by the Department on the FCADV due to the acts or omissions of the Provider, its agents, employees, partners, or subcontractors.

**18. State and Federal Laws/Authority**

In performing its obligations under this Contract, the Provider shall without exception be aware of any compliance with State and Federal laws, rules and regulations relating to its performance under this Contract, including but not limited to those described below.

**a. Federal Law**

**i.** If this contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, and other applicable regulations.

**ii.** If this contract contains over $100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the FCADV.

**iii.** No federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Exhibit A**.** If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the FCADV Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

**iv.** Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be considered a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the FCADV.

**v.** If this contract contains $10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

**vi.** If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). 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 or the imposition of an administrative compliance order on the responsible entity, or both.

**b. Civil Rights**

The Provider must maintain compliance with the below requirements:

**i.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45

CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all Providers that have fifteen (15) or more employees.

**ii.** Federal Civil Rights/Nondiscrimination requirements may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C § 3789d); the VOCA (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disability Act of 1990 (42 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-based Organizations); and Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

**iii.** In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the FCADV, Office for Civil Rights (OCR), Office of Justice Programs and the Department of Children and Families (DCF).

**iv.** Recipient will provide an Equal Employment Opportunity Plan (EEOP) to the OCR, Office of Justice Programs and the DCF, if required to maintain one; otherwise, it will provide a certification to the OCR, Office of Justice Programs and the DCF that it has a current EEOP on file, if required to maintain one. An EEOP is not required if the grantee agency is receiving less than $25,000; the grantee agency is a non-profit organization; or the grantee agency has less than 50 employees, regardless of the amount of the award. For more information visit http://www.ojp.gov/about/offices/ocr.htm.

**c. Lobbying**

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. In addition, the Provider shall not utilize any federally appropriated funding either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, and any level of government. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB Uniform Guidance.

**d. Public Entity Crime and Discriminatory Contractors**

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**e. HIPAA**

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

**f. 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 creates 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, Agency Inspector General, the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-543-5353.

**19. Special Provisions**

**a. Support to the Deaf and Hard-of-Hearing**

**i.** The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Persons who are Deaf or Hard-of-Hearing."

**ii.** If the Provider or any of its subcontractors employs 15 or more employees agency-wide, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the FCADV's grant or contract manager on the Provider Contact Information Form within 14 calendar days of the effective date of this contract, and within five (5) business days of a change in the Single-Point-of-Contact.

**iii.** The Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees agency-wide. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

**iv.** The Single-Point-of-Contact shall ensure that all employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with 15 or more employees agency-wide shall have each employee attest in writing during this contract term, that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. New and newly assigned employees shall attest in writing, within 60 days of hire or assignment, that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file. (If using the DCF Support to the Deaf or Hard-of-Hearing Attestation Form located at http://www.dcf.state.fl.us/admin/training/docs/DCF%20Attestation%20Form.pdf, the same signed attestation form will fulfill the requirements of both this section and section (viii) below.)

**v.** The Provider's Single-Point-of-Contact will ensure that the following three (3) notices are conspicuously posted near where people enter or are admitted within the agent locations: Interpreter Services for the Deaf and Hard of Hearing poster; DCF Non-Discrimination poster; and Limited English Proficiency poster. Such notices must be posted immediately by providers and subcontractors. The approved notices can be downloaded from: http://www.myflfamilies.com/general-information/office-civil-rights.

**vi.** The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall submit compliance reports monthly, by the 3rd business day following the reporting month, to the FCADV's grant or contract manager. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

**vii.** If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

**viii.** All direct service employees of the Provider and its subcontractors are required during term of this contract to complete the "*Serving Our Customers who are Deaf or Hard-of-Hearing"* online training, located at http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/training, and sign the *"Support to the Deaf or Hard-of-Hearing Attestation Form"*, located at http://www.dcf.state.fl.us/admin/training/docs/DCF%20Attestation%20Form.pdf, . All new or newly assigned direct service employees are required to complete the training and sign the attestation within 60 days of hire or assignment. All direct service employees are required to print their certificates of completion, attach them to their attestation, and maintain the documents in their personnel files. (The same signed attestation form will fulfill the requirements of both this section and section (iv) above.)

**b. Independent Capacity of the Contractor**

In performing its obligations under this contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the FCADV or the Department. Neither the Provider nor its agents, employees, or subcontractors shall represent to others that it has the authority to bind the FCADV or the Department unless specifically authorized in writing to do so. This contract does not create any right to retirement, leave benefits or any other benefits of the FCADV or Department employees as a result of performing the duties or obligations of this contract. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors, if any, shall be responsible for the supervision, control, hiring, firing, rates of pay and terms and conditions of employment of their own employees. Neither the FCADV nor the Department will furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the FCADV in this contract All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, its officers, employees and agents shall be the sole responsibility of the Provider.

**c. Gratuities**

The Provider agrees that it will not offer to give or give any gift to any Department or FCADV employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Department or the FCADV, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Florida Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

**d. Patents, Copyrights and Royalties**

**i.** All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this contract, and the performance by all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated by the contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract.

**ii.** If the Provider uses or delivers to the FCADV for its use, use by the Department or the use of the FCADV or Department employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. The Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

**e. Dispute Resolution**

**i.** Any dispute concerning the performance of the contract or payment hereunder shall be decided by the FCADV contract manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the Provider delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution, the FCADV and the Provider shall attempt to amicably resolve the dispute through negotiations.

**ii.** Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedure described in this contract, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

**iii.** This provision shall not limit the parties' rights of termination under Section 22 of this contract.

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

The purchase of, or improvements to, real property are not allowed with funds from this contract.

**g. Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List**

The Provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to section s.287.135(5), F.S., the FCADV or the Department may immediately terminate this contract for cause if the Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

**h. Special Conditions for Department of Justice (DOJ) STOP Funding**
For STOP funding provided, the Provider agrees to comply with the administrative and financial requirements and special conditions as set forth for subrecipients in applicable grant award(s) to the Department of Children and Families from the Department of Justice.

**20. Renegotiations or Modifications**

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be immediately adjusted by the FCADV without a contract amendment when necessary to reflect changes in the rate of payment or a reduction in the dollar amount of payment under the FCADV contract with the Department pursuant to which the FCADV receives funding for this contract.

**21. Financial Penalties**

Financial penalties may be imposed by the FCADV if: the Provider fails to meet the minimum level of service or performance identified in this agreement; fails to submit a corrective action plan that is accepted by the FCADV; or fails to correct, within the timeframe granted by the FCADV, the deficiencies noted in any corrective action plan approved by the FCADV under this contract or any prior contract or as identified in any monitoring activity. The financial penalties may include, but are not limited to, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, imposition of penalties, and termination of contract and requisition of services from an alternate source.

**22. Termination**

**a.** This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the Provider responsible for administration of the program.

**b.** This contract shall terminate immediately upon termination or expiration of the FCADV contract with the Department pursuant to which the FCADV receives funding for this contract or upon amendment of the FCADV contract with the Department that adversely affects the funding provided by the FCADV to the Provider under this contract.

**c.** In the event the Provider fails to fully comply with the terms and conditions of this contract, the FCADV may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the FCADV specifying the nature of the noncompliance and the actions required to cure such noncompliance. The FCADV's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The FCADV waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the FCADV's right to remedies at law or in equity.

**d.** Failure to have performed any contractual obligations under any other contract with the FCADV will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the FCADV, (2) been notified by the FCADV of the unsatisfactory performance, and (3) failed to correct the unsatisfactory performance. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

**23. Survival of Terms**

The following provisions of this contract survive the "ending date" or an earlier termination of this contract: Section 9.b. (Section 39.908 F.S. Confidentiality of Client Information), Section 11.a.iv. (Information Security Obligations), Section 12.i. (Record Retention), Section 13.e. (Legal Actions), Section 15.b. (Invoice Approval Process), Section 15.d. (Supporting Documentation), Section 15.e. (Invoicing), Section 15.f. (Return of Funds), Section 16 (Monitoring by the FCADV), Section 17 (Indemnification), Section 18 (State and Federal Laws/Authority), Section 19.c. (Gratuities), Section 19.d. (Patents, Copyrights and Royalties), Section 19.e. (Dispute Resolution), and Section 21 (Financial Penalties). In addition, the reporting and invoicing obligations by the Provider, and the payment obligations by the FCADV, for services provided by the Provider prior to expiration or termination shall survive the expiration or earlier termination of this contract.

**24. List of Attachments and Exhibits**

Attachment I - Fiscal Detail Worksheet
Attachment II - Budget Amendment Form
Exhibit A – Certification Regarding Lobbying Form
Exhibit B – Provider Contact Information Form
Exhibit C – Monthly Invoice
Exhibit F – Quarterly Inventory Report
Exhibit G – Monthly Financial Report
Exhibit I – Information Resource Request Form
Exhibit K – Property Disposition Form
Exhibit S – FCADV Glossary of Contract Terms
Exhibit T – FCADV Glossary of Program Terms
Exhibit V – Time and Effort Reporting Form
Exhibit W – Projected Output Statement

**By signing this contract, the parties agree that they have read and agree to the entire contract.**

**IN WITNESS THEREOF,** the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

| **PROVIDER: Santa Rosa Board of County Commissioners** | | **FLORIDA COALITION AGAINST DOMESTIC VIOLENCE** | |
|---|---|---|---|
| **Signature:** | _____ | **Signature:** | _____ |
| **Name:** | _____ | **Name:** | **Tiffany Carr** |
| **Title:** | _____ | **Title:** | **President/CEO** |
| **Date:** | _____ | **Date:** | _____ |