

AMENDMENT 3

This Amendment, entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the "Council" and Alachua County Board of County Commissioners hereinafter referred to as the "Provider," amends subcontract number 16TFGR17.

This subcontract is being amended to define tasks and deliverables for the period July 1, 2019 - June 30, 2020. Accordingly, the subcontract is amended as follows:

1. Standard Subcontract, Section II, paragraph A. is revised to identify the following award amount from the beginning of the multi-year subcontract term through June 30, 2020: \$481,788.00.
2. Attachments I and III (invoice) are deleted entirely and replaced as attached hereto.
3. Attachment II, Financial and Compliance Audit, Exhibit 1 is deleted entirely and replaced as attached hereto.

This amendment shall begin on July 1, 2019 and shall be retroactive to that date if executed thereafter.

All provisions in the subcontract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the subcontract.

This amendment and all its attachments are hereby made a part of the subcontract.

IN WITNESS THEREOF, the parties hereto have caused this 17-page amendment to be executed by their officials thereunto duly authorized.

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____



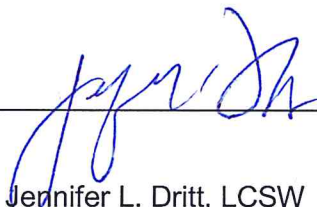
NAME: Charles S. Chestnut, IV

TITLE: Chair

DATE: 7/9/19

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE

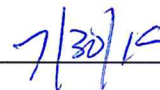
BY: _____



NAME: Jennifer L. Dritt, LCSW

TITLE: Executive Director

DATE: _____



APPROVED AS TO FORM


ALACHUA COUNTY ATTORNEY

ATTACHMENT I

A. Services to Be Provided.

1. Definitions of Terms.

- a. **Contract Manager:** An individual designated by the Council to be responsible for the management of this subcontract.
- b. **Core Services:** Required sexual assault victim services and related activities to be performed by Council-certified sexual assault programs. The nine (9) core services are: 1) 24-hour helpline, 2) information and referral, 3) crisis intervention, 4) advocacy, 5) accompaniment, 6) community awareness, 7) system coordination, 8) support groups/personal growth groups and 9) therapy.
- c. **Enhanced Services:** Non-required sexual assault victim services, approved by the Council.
- d. **General Revenue (abbreviated as GR):** An appropriation by the Florida Legislature for sexual battery recovery services through the Florida Department of Health to the Council for distribution to certified rape crisis centers.
- e. **Primary Victim:** Any person who has been the victim of any sexual assault.
- f. **Quarter:** A three-month period of the State's fiscal year, which begins on July 1. The quarters for this subcontract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).
- g. **Rape Crisis Program Trust Fund (RCPTF) (abbreviated as TF):** A trust fund created within the Department of Health and authorized under Section 794.056, Florida Statutes, for the purpose of providing funds for rape crisis centers in Florida. Trust fund money must be used exclusively for the purpose of providing services for victims of sexual assault.
- h. **Secondary Victim:** Any individual impacted by a primary victim's sexual assault.
- i. **Sexual Violence Data Registry (SVDR):** An internet-based data system for the reporting of sexual assault victim services. The SVDR accepts no personal identifiers, therefore ensuring anonymity of victims. The data registry URL address is:
<https://apps.floridahealth.gov/SVR/pages/main1.aspx>
- j. **Track-It!:** Online electronic document management system for providers to utilize in the submission of reports and other documents to the Council. The Track-It! URL is:
<https://trackit.fcasv.org:9001/TrackItWeb/SelfService>

B. General Description.

1. Overview.

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

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

2. Clients to Be Served.

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

C. Manner of Service Provision.

- 1. **Scope of Work.** The Provider shall ensure that sexual assault recovery services (as described in Attachment I, Section C.1.a.) are provided to its certified service areas throughout the subcontract period. All other activities shall support enhanced service delivery.
 - a. **Tasks.** The Provider will perform the following tasks throughout the term of the subcontract unless otherwise specified.
 - 1) **Services.**
 - a) The Provider shall provide the following nine (9) core services: 1) 24-hour helpline, 2) information and referral, 3) crisis intervention, 4) advocacy, 5) accompaniment, 6) community awareness, 7) system coordination, 8) support groups/personal growth groups and 9) therapy. Medical intervention/forensic evidence collection is considered an enhanced service which may also be offered. Services shall be provided to both reporting and non-reporting primary and secondary victims of sexual assault. All core and enhanced services shall be conducted in accordance with the Council's certification standards.
 - b) Sexual assault recovery services shall be entered into the SVDR and documented in case notes and maintained in client files in date order. In accordance with the Council's Guidelines for Documenting Sexual Violence Services in Client Files, incorporated herein by reference and maintained on the Council's website, case notes shall clearly indicate the services provided and how each was related to the sexual violence victimization. Each unit of service provided (information and referral, crisis intervention, advocacy, etc.) may only be assigned and reported to one funding source per occurrence; this includes reporting a service for

match. A unit of service (counted as a singular event; irrespective of amount of time dedicated) may only be reported as an unduplicated count to a single funding source.

2) Helpline monitoring and quality assurance.

a) The Provider shall participate in annual helpline training and monitoring conducted by the Council.

1. If deficiencies on the monitoring report warrant a written response, the Provider agrees to submit a Quality Assurance Action Plan (QAAP) to the Council detailing steps to correct the poor rating and the dates to achieve those steps. The QAAP shall be submitted to the Council for approval within fifteen (15) days of the deficiency notification date.

2. The Provider agrees to participate in technical assistance offered by the Council.

3) The Provider shall complete a sexual assault services community needs assessment for each county it serves to determine sexual assault survivor service needs and effective system coordination and outreach activities strategies for reaching different populations. The Council will provide the format for the community assessment plan and required documentation of the community assessment.

The sexual assault services community needs assessment will be completed in phases outlined below:

1. Phase One: This phase, which shall be completed in the first quarter (July-September), entails planning the assessment and engaging county/community participants. The Provider will identify an internal planning committee comprised of people from different sectors of the agency, such as organization leadership, board/sexual assault program advisory committee members, direct service staff, survivors/secondary survivors, and volunteers.

It may be necessary for the planning committee to meet multiple times during the first quarter to implement the following:

- a. Set goals for the community assessment. For example, how the completed assessment will be used to inform services, budget, partnerships, etc.
- b. Identify which segments of the population to engage in each county. This should include at least two underserved communities (at least one community of color, and one of the following: LGBTQ+, persons living with disabilities, incarcerated survivors, very low income, older residents, an ethnic minority). In low population counties* where collecting enough data from multiple distinct populations to generate service recommendations is prohibitive, the Provider's plan may focus on assessing the needs of a cross-section of the whole community.

* Low population counties: population of less than 20,000 (in line with the certification staffing standards for a full-time advocate)

- c. Identify which social service, faith based, criminal justice, and community organizations to engage in the assessment process, in each county served.
- d. Determine how to engage program staff and volunteers in the assessment process.
- e. Determine how to solicit primary and secondary survivor feedback in the assessment process.
- f. Identify what methods will be used to collect the information (surveys, focus groups, interviews, etc.) and prepare written procedures and related documents for use in Phase Two.

- g. Identify who will coordinate the community assessment process and address questions or needs for assistance.
 - h. Identify who will conduct the assessment (include all staff, volunteers, board members, etc. who will be involved); document their name, agency, title, and role in the process.
 - i. Identify how the data will be analyzed and by whom.
 - j. Identify how the results will be shared with the community and the Provider's staff, volunteers, and board members.
2. Phase Two: In this phase, which shall be completed in the second quarter (October-December), the Provider will carry out the assessment plan, distributing and collecting surveys, conducting focus groups and interviews, etc. The Provider will determine and apply a systematic approach to gathering and maintaining the data/information collected during this phase.
 3. Phase Three: In this phase, which shall be completed in the third quarter (January-March), the Provider will analyze the results of the sexual assault services community needs assessment and report the results to the Council and participants identified in the planning phase.
 4. Phase Four: In this phase, which shall be completed in the fourth quarter (April-June), the Provider will report to the Council how information gathered from the sexual assault services community needs assessment is and will be incorporated into the approach and changes to community partnerships, outreach, and services and the program's plans for the coming year. The report will address gaps in information for further assessment.
- 4) During each July to June period of the subcontract term, the Provider shall ensure that any ACT supervisor, will participate in an ACT train-the-trainer webinar for ACT supervisors, unless previously completed.
 - 5) During each July to June period of the subcontract term the Provider shall ensure that at least one direct service sexual assault program staff member, who is in a non-supervisory role, attend an advocate meeting/training coordinated by the Council.
 - 6) The Provider's executive director/chief executive officer or a substitute, pre-approved by the Council, must attend the annual leadership institute conducted by the Council. The Council will provide additional information regarding what travel costs will be covered.
 - 7) The Provider shall complete an annual survey, provided by the Council, to address enhanced service delivery, ways the Council may provide assistance, and future statewide initiatives.
 - 8) The Provider shall complete an electronic SANE (Sexual Assault Nurse Examiner) Report at the end of every six (6) month period to provide data on medical forensic exams conducted for each county served.
 - 9) During each July to June period of the subcontract term the Provider shall ensure that the sexual assault program director participates in the quarterly Sexual Assault Program Directors' Conference Call. The purpose of the calls is to address the unique needs and concerns of those who coordinate sexual assault service provision.
- b. Task Limits.
- 1) All tasks shall be provided within the State of Florida.

- 2) The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.
 - 3) Sexual assault victims shall not be charged for services rendered.
 - 4) The Provider agrees that funds under this subcontract will not be used to conduct public awareness or community education campaigns or related activities. Contract funds may be used to inform or educate sexual assault victims about available services.
- c. The Provider shall remain operational and provide reports for the entire subcontract period, even if the deliverables have been met before the subcontract ending date.

2. Staffing Requirements.

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

- 7) The Provider shall assign at least twenty-five percent (25) percent FTE to any TF- or GR-funded position to provide sexual assault victim services and/or related activities during the subcontract period.
- 8) Direct service staff funded in part or in full through the Council must have one-hundred (100) percent) of their time designated to sexual assault service provision, regardless of funding source. The Council may approve sexual assault program positions to be funded at seventy-five (75) percent FTE; determinations will be made based in part on hardship and whether the provider's service numbers meet or exceed the average of those programs serving similar sized populations. Exceptions to the requirement include on-call advocates and helpline staff. The focus of personnel funding should be devoted to providing sexual assault services.
- 9) If operating a sexual assault-only helpline (a helpline that is exclusively advertised and operated for sexual assault assistance), associated costs are allowable.
- 10) If operating a multi-service helpline where twenty-five (25) percent or fewer of the calls are specific to sexual assault:
 - a) Non-personnel expenses (e.g., equipment, phone line) may be covered equal to the percentage of sexual assault calls received, averaged from previous June 1 through May 31 period.
 - b) The only multi-service helpline personnel costs that may be covered by funds under this subcontract are those associated with sexual assault training time (Advocacy Core Training plus eight (8) hours of annual ongoing training).
- b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law and/or the Council, and experience necessary to successfully carry out their duties.
- c. Subcontractors. The Provider may, *only* with prior written approval of the Council, enter into written subcontracts for performance under this subcontract. No subcontract agreement that the Provider enters into with respect to performance under this subcontract shall in any way relieve the Provider of any responsibility for performance of its subcontract responsibilities with the Council. Any subcontract issued by the Provider must align with subcontract requirements identified herein.

3. Service Location and Equipment.

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

- d. Service Times. The Provider's office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding state-sanctioned holidays.

4. Deliverables.

- a. Deliverables. See Attachment I, Section C.1.a.
- b. Reports. The mere receipt of reports by the Council shall not be construed to mean or imply approval. Although submitted by the due date, incomplete reports will not be considered received. If not rectified by the due date, late penalties will be applied. The Council reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Council, at its option, may allow additional time within which the Provider may remedy the objections noted or, after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Council may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Council until required reports have been submitted and/or corrected. See Attachment I, Section E. for additional submission requirements. Deliverable deadlines may be extended upon written request of and approval by the Council contract manager. Reports shall be uploaded to the web version of Track-It! document management system with the subcontract number indicated in the notes section, unless otherwise advised. The Provider shall timely submit the following reports to the Council:
 - 1) Monthly Sexual Violence Data Registry (SVDR) Data.
 - a) The Provider shall document all primary and secondary sexual assault victims served and the services provided with funds from this subcontract in the SVDR, by the 10th of the month following the month in which services were provided. If that day falls on a weekend or holiday, the data must be entered by the last business day previous to the 10th.
 - b) All helpline calls shall be entered as aggregate counts for each of the following: 1) number of primary victim calls, 2) number of secondary victim calls, and 3) number of all other calls. Helpline calls are not distinguished by funding source.
 - c) If no services were provided in any given month, the Provider shall submit an explanation to the contract manager by the 10th of the month following the month in which services were to be provided (or at the time the SVDR data is entered; whichever comes first).
 - 2) Quarterly Expenditure Report (QER). The Provider shall submit a completed QER form, incorporated herein by reference, to the Council contract manager to verify that funds are: 1) spent on allowable costs, 2) limited to no more than fifteen (15) percent in administrative expenses, and 3) used to enhance the provision of services and increase the number of victims served. The report shall be due by the 15th day of the month following the quarter in which services were provided, summarizing all expenditures. This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.
 - a) At the time of each QER submission, the Provider shall also provide the minutes of any Board of Directors meetings held during the previous quarter.
 - 3) Community Assessment Report. The Provider shall submit a Community Assessment Report (CAR) by the 10th of the month following each quarter, detailing progress for each phase of the community assessment. The Council will provide the form and instructions for completion.

- 4) SANE Report. The Provider shall complete the SANE Report form, incorporated herein by reference, at the end of every six (6) month period to provide data on medical forensic exams conducted for each county served. The report for the period of July through December 30 shall be completed by January 10 each year. The report for the period of January through June shall be completed by July 10 each year.
 - 5) Projected Contract Expense Report. Beginning in January of the contract year, the Provider shall submit monthly a completed Projected Contract Expense Report form, incorporated herein by reference, to the Contract Manager. The report shall be due by the 15th day of the month following the month in which the most recent expenses were incurred. The first report shall be due on February 15th to include expenses incurred through January of the subcontract year. This report, to be completed in accordance with instructions provided by the Council, shall identify expenditures made with subcontract funds only.
 - 6) Annual Financial Reports (TF and GR). The Provider shall submit two (2) completed Annual Financial Report forms, incorporated herein by reference, for Rape Crisis Program Trust Funds and General Revenue funds to the Council contract manager by July 15. The report shall identify total expenditures, specific to this and only this subcontract, for the preceding subcontract year. Any remaining funds will be deducted from the final invoice payment. The Provider will be contacted by the contract manager if that deduction is insufficient to cover the remaining funds total. The balance must be remitted to the Council by July 30.
 - 7) Other Reports. The Provider shall furnish such other reports and information that the Council may require within the time requested.
- c. Records and Documentation.
- 1) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Council harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, and promises to defend the Council against the same at its expense.
 - 2) The Provider shall, at its own cost, provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential data in accordance with s. 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also, at its own cost, implement measures deemed appropriate by the Council to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.
 - 3) The Provider shall maintain all records required to be maintained pursuant to the subcontract in such a manner as to be accessible by the Council upon demand. Where permitted under applicable law, access by the public shall be permitted without delay. See Standard Subcontract, I. D. Audits, Records and Records Retention.

5. Performance Specifications.

a. Monitoring and Evaluation Methodology.

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

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

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

6. Provider Responsibilities.

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

7. Council Responsibilities.

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

D. Method of Payment.

1. Payment.

- a. The TF award amount for the period of July 1, 2019 through June 30, 2020 is **\$44,746.00.** The GR award amount for the period July 1, 2019 through June 30, 2020 is **\$76,754.00.**
- b. The Council shall pay the Provider for the delivery of service provided in accordance with the terms of this subcontract for a total dollar amount not to exceed the amount identified herein, subject to the availability of funds.
- c. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (Attachment III). The Provider may ONLY use the current invoice form provided by the Council. Alternate versions will not be accepted.
- d. All invoices shall be submitted to the Council contract manager by the 10th of each month following the month of service. If this subcontract is not executed timely, the first invoice submitted by the Provider may include a request for payments assigned to the previous month(s) during the subcontract period.
- e. Any payment due under the terms of this subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Council. This includes any necessary adjustments that have been requested and approved by the Council. It is agreed that the Council's determination of acceptable service shall be conclusive.
- f. The Provider agrees to refund to the Council any payments made by the Council which are subsequently disallowed or unused, pursuant to the terms of this subcontract. Such refunds shall be due within thirty (30) days following the end of the subcontract period or from the time an overpayment is discovered, whichever is earlier.
- g. **The provider will make every effort to spend all funds by the end of the subcontract year.** When unavoidable, the amount of remaining funds will be confirmed by the contract manager based on a review of the Provider's Annual Financial Report. The amount of remaining funds will be deducted from the final invoice payment. If the deducted amount is insufficient to cover total remaining funds the Provider will be notified by the contract manager of the balance to remit, which shall be due to the Council by July 30.
- h. Financial Consequences. The following financial consequences shall be imposed unless the penalty is waived or reduced, at the discretion of the Council.
 - 1) Invoices not received by the due date shall result in a two (2) percent invoice amount reduction for every late day thereafter.
 - 2) Late submission of reports, and any other deliverables required under this subcontract that are not specifically assigned financial penalties, shall result in a two (2) percent invoice amount

reduction for every day after the due date. **Reports must be accurate and complete to be considered received.**

- 3) SVDR entries not fully and accurately completed by the due date shall result in a five (5) percent invoice amount reduction for every late day thereafter.
- 4) Notice and justification of no monthly services in the SVDR not submitted to the contract manager by the 10th of the month following the month of service (or at the time the SVDR data is entered; whichever comes first) shall result in a five (5) percent invoice amount reduction for every late day thereafter.
- 5) Any corrective actions (to include but not limited to monitoring reports) not submitted by the due date shall result in a two (2) percent invoice amount reduction for every day thereafter.
- 6) Non-participation in annual helpline training and/or monitoring shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period.
- 7) Non-participation in the live Council ACT train-the-trainer webinar shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period.
- 8) Non-participation in an advocate meeting coordinated by the Council shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period.
- 9) Non-participation by the Provider's sexual assault program director in the quarterly Sexual Assault Program Directors' Conference Call shall result in a two (2) percent reduction in the monthly invoice payment for that period.
- 10) Failure to submit a completed annual survey provided by the Council as specified shall result in a \$25 reduction in the monthly invoice payment for that period.
- 11) Absence from the annual leadership summit without prior Council approval shall result in a fifteen (15) percent reduction in the monthly invoice payment for that period. Any absence or substitution shall be communicated to the Council at least five (5) working days prior to the Summit.
- 12) Failure to notify the Council contract manager in writing within five (5) working days of any of the following shall result in a two (2) percent invoice penalty for every late day thereafter. Notification shall include submission of a revised Provider Contact Information Form, as appropriate.
 - a) Subcontract-funded staff hired, replaced and/or terminated.
 - b) Changes to any information on the Provider Contact Information Form (to include replacement of the Provider's primary, or secondary point of contact for this subcontract).
 - c) One week prior notification of change of address.
- 13) Multiple penalties shall be added for a total amount to be deducted from an invoice.
- 14) Execution of future subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables and requested information (to include monitoring report corrective actions).

E. Submission Schedule.

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

F. Special Provisions.

1. Cost proposals.

- a. All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Council. No costs may be incurred without prior approval of budget line items by the Council contract manager. Possible changes should be sent to the contract manager in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request.
- b. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation.
- c. In accordance with the following guidance, any required formal budget revision shall include any previous revisions not appearing in the current budget. New line items included in budget revisions, if approved, shall be effective as of the submission date.
 - 1) A formal budget amendment *is not required* when any of the following occur. However, written notification to the contract manager must be provided within the applicable timeframe required in this subcontract.
 - A less than ten (10) percent variance from any current budget category total.
 - No significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is filled within a ninety (90)-day period.
 - 2) A budget amendment *is required* along with a written justification when any of the following occur.
 - A 10% variance from any current budget category total.
 - A significant difference in salary when a vacant position funded under this subcontract is filled.
 - When an open position is not filled within a 90-day period.
 - A change in the funded program director.
 - When multiple minor changes have been made (see a) above), a budget revision may be required.

- d. Prior approval shall be obtained from the Council contract manager for any travel and/or training not specifically identified and approved in the current cost proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval. Attending staff should appear in the salary portion of the budget or they must be approved by the contract manager. Allow seven (7) business days for an approval.
 - e. The Provider shall ensure all activities related to printing/advertising/ promotional item costs are proofed and approved by December 31; with the exception of activities and costs related to Sexual Assault Awareness Month (SAAM). Printing/advertising/ promotional items are to be distributed during the subcontract year, not purchased at the end of the year for another contract period.
 - 1) The Provider shall ensure all SAAM event printing/advertising/brochures/ promotional items are proofed and approved no later than February 28.
 - 2) No cost proposal revisions related to SAAM will be accepted after February 28.
 - f. The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the subcontract period.
 - g. Cost proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Council contract manager.
2. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and email throughout the subcontract period and respond timely to requests by the Council. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number(s) applicable. Reference subcontract numbers in the subject line of all emails.
3. **Publication Requirement.** The Provider shall submit for review one draft of all proposed publications resulting from this subcontract prior to printing. The Provider shall submit for review one draft of all proposed media or program advertisements at least twenty (20) days prior to public release. Any publications, media or program advertisements shall contain the following statement:

If funded by the Rape Crisis Program Trust Fund:

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

If funded by (DOH) General Revenue funds:

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

If funded by the Rape Crisis Program Trust Fund and (DOH) General Revenue:

"This publication was made possible by the Rape Crisis Trust Fund and General Revenue funds administered by the State of Florida, Department of Health (DOH) and the Florida Council Against Sexual Violence (FCASV)." *and if a disclaimer is*

appropriate, "The contents are solely the responsibility of the authors and do not necessarily represent the official views of DOH or FCASV."

4. If an audit is performed, although not required by Attachment II, herein, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Council contract manager within forty-five (45) days after delivery of the audit report, but no later than six (6) months after the Provider's fiscal year end. The Provider shall notify the Council contract manager, in writing, of the date the audit was approved by its Board of Directors.
5. If the Provider's certification status is revoked and all appeals (in accordance with FCASV's Certification Appeals Process) have been denied, this subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more, but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.
6. This subcontract shall be terminated within 60 days of the Council being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.
7. **Whistleblower's Act.** In accordance with subsection 112.3187(2), F.S., the Provider and any approved subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that create substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.
8. **Subcontract Renewal.** This subcontract may be renewed on a yearly basis for a period that may not exceed three (3) years or the term of the original subcontract, whichever period is longer, and shall be subject to the same terms and conditions. The renewal of these funds is contingent upon satisfactory performance evaluations by the Council and subject to the availability of funds. Each renewal shall be by mutual consent of both parties and evidenced in writing. The renewal subcontract may not include any compensation for costs associated with the renewal process.

**ATTACHMENT II
EXHIBIT - 1**

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

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

Federal Program 2 N/A CFDA# Title \$

TOTAL FEDERAL AWARDS \$_____

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

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

CSFA# 64.061	Title Rape Crisis Program Trust Fund – Sexual Battery Victims' Access to Services Act	\$174,772.00
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CSFA# <u>64.069</u> Title: <u>Rape Crisis Centers</u>	\$307,016.00
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TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.: \$481,788.00

Financial assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.40: \$_____

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

FL Dept. of Financial Services, Reference Guide for State Expenditures

Matching and Maintenance of Effort *

Matching resources for federal program(s):

Program:	N/A	CFDA#	Title	\$
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Maintenance of Effort (MOE):

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

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

ATTACHMENT III

Provider: Alachua County Address: 218 SE 24th Street, Gainesville, FL, 32641		Subcontractor Number: 16TFGR17 Telephone Number:									
<u>Service Period</u> (check one)		<u>TF Monthly Rate</u>	<u>GR Monthly Rate</u>								
Jul-19 ☐ Aug-19 ☐ Sept-19 ☐ Oct-19 ☐	Nov-19 ☐ Dec-19 ☐ Jan-20 ☐ Feb-20 ☐	Mar-20 ☐ Apr-20 ☐ May-20 ☐ June-20 ☐	July 2019 – May 2020 \$3,728.00 June 2020 \$3,738.00								
<u>Summary of Payments</u>		(FOR FCASV USE ONLY)									
SFY 2019-20 Allocation:		July 2019-May 2020 combined Monthly Total: \$10,124.00									
Amount of this invoice:		June 2020 combined total: \$10,136.00									
(NOTE: ALL FUNDS MUST BE ENCUMBERED BY June 30 th .) I certify that the above report is a true and correct reflection of this period's activities, as stipulated in this contract.		<u>Penalties:</u>									
		\$ _____									
		\$ _____									
		Total: \$ _____									
Signature of Provider Agency Official _____ Date _____		<table border="1" style="margin: auto;"> <tr> <td style="width: 50%; text-align: center;">TF</td> <td style="width: 50%; text-align: center;">GR</td> </tr> <tr> <td style="text-align: center;">Invoice Request</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td style="text-align: center;">Less Penalty</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td style="text-align: center;">Amount Approved</td> <td style="text-align: center;">\$ _____</td> </tr> </table>		TF	GR	Invoice Request	\$ _____	Less Penalty	\$ _____	Amount Approved	\$ _____
		TF	GR								
		Invoice Request	\$ _____								
		Less Penalty	\$ _____								
Amount Approved	\$ _____										
Total Approved For Payment By The Council: \$ _____											
Signature _____ Date _____ Print Name and Title _____ Phone # _____											