

Meeting Date: October 13, 2015

Agenda Item 17

REQUESTED COMMISSION ACTION:

Consent       Ordinance       Resolution       Consideration       Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WOMEN IN DISTRESS OF BROWARD COUNTY, INC. TO PROVIDE SHELTER AND COUNSELING FOR WOMEN AND THEIR CHILDREN WHO ARE VICTIMS OF DOMESTIC VIOLENCE IN POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

(Total Cost: \$3,000)

Summary of Purpose and Why:

The following Miscellaneous Appropriations Agreement with Women In Distress of Broward County, Inc. will be in effect during fiscal year 2016 to provide financial and programmatic accountability for expenditure of City funds. The Agreement is for a period of one (1) year and the funding level of \$3,000 was approved on September 21, 2015 with adoption of the FY 2016 budget.

The Women In Distress of Broward County, Inc. is the only nationally accredited, state-certified, full-service domestic violence center serving Broward County. The center provides 24-hour crisis intervention, emergency shelter, therapy, advocacy, counseling and support services to families affected by domestic violence, at no cost. In addition, they continually offer education and professional trainings aimed at educating the community on domestic violence. Funds will be used to provide safe shelter and provide outreach services to 386 Pompano Beach residents.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Budget Office
- (2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager Ext. 4049
- (3) Expiration of contract, if applicable: September 30, 2016
- (4) Fiscal impact and source of funding: Funds budgeted in Account No. 001-9910-599.82-30

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Budget	<u>9-29-15</u>	<u>approve</u>	<u>[Signature]</u>
City Attorney	<u>10-7-15</u>		
Finance	<u>10-1-15</u>	<u>approve</u>	<u>S. Sible</u>
<u>[Signature]</u> x City Manager			<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WOMEN IN DISTRESS OF BROWARD COUNTY, INC. TO PROVIDE SHELTER AND COUNSELING FOR WOMEN AND THEIR CHILDREN WHO ARE VICTIMS OF DOMESTIC VIOLENCE IN POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Miscellaneous Appropriations Agreement between the City of Pompano Beach and Women in Distress of Broward County, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Women in Distress of Broward County, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN THE  
CITY OF POMPANO BEACH  
AND  
**Women In Distress of Broward County, Inc.**

THIS AGREEMENT made and entered into in duplicate on this \_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

**Women In Distress of Broward County, Inc.** a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **PO Box 50187, Lighthouse Point, FL 33074** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2015-16 (October 1<sup>st</sup> through September 30<sup>th</sup>), the sum of **\$3,000** to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2015 and ending September 30, 2016; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

WHEREAS, I/We, the undersigned representative(s) of the RECIPIENT, am/are authorized to sign this Agreement binding said RECIPIENT.

NOW, THEREFORE, in CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

- 1) RECIPIENT agrees to do as follows:
  - a) To accept the funds as appropriated in accordance with the terms of this Agreement;
  - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; and
  - c) Prior to the award of any City funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code; and
  - d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of

the more restrictive guidelines; and

- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and
- f) To return to the CITY within fifteen (15) days of demand all City funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the City of Pompano Beach under this Agreement; and
- i) To consent to:
  - 1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and
  - 2) Producing all documents required by the Internal Auditor; and
  - 3) In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United State and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and
  - 4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 16th of

each fiscal year; and

- 5) Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.
- j) To operate the program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the City of Pompano Beach's written approval. The RECIPIENT must furnish the City of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.
- 2) This Agreement shall become effective on the 1st day of October 2015, and shall terminate on the 30th day of September 2016, unless cancelled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
- 3) The City of Pompano Beach agrees to pay the RECIPIENT the sum of **\$3,000** for the program or activity. City of Pompano Beach funds will be provided upon a quarterly **reimbursement** basis for all awards above \$15,000 based upon documented invoices. Reimbursable amounts for all awards above \$15,000 will be limited to 1/4 of the total award amount per quarter. For those awards equal to or less than \$15,000, reimbursements will be based upon documented invoices for any given quarter up to the entire amount of the award. In the event that RECIPIENT does not receive matching funds described in *Exhibit "A"* or said funds are revoked during the term of the Agreement, CITY funding may be revoked and RECIPIENT shall comply with (1) (f) of this Agreement for returning all or part of awarded CITY funds.
- 4) RECIPIENT agrees to provide the City of Pompano Beach City Manager's Office with a quarterly narrative progress report on the program or activity described in *Addendum "1"*. Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in *Addendum "1"*. Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

1st Quarterly Report (October/November/December) - February 1st

2nd Quarterly Report (January/February/March) - May 1st

3rd Quarterly Report (April/May/June) - August 1st

4th Quarterly Report (July/August/September) - November 15th

However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter.

- 5) The approved budget for the RECIPIENT, included in *Addendum "1"* and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.
- 6) RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2015 through September 30, 2016 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 7) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2016, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;
  - a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this agreement, this AGREEMENT shall be deemed terminated and CITY shall provide RECIPIENT with thirty (30) days written notice. Upon receipt of said notice, RECIPIENT shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.
- 8) Nothing in this AGREEMENT shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the RECIPIENT and the City of Pompano Beach. RECIPIENT agrees to indemnify and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the RECIPIENT's expenditure of allotted funds under this AGREEMENT and the RECIPIENT's program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Dennis W. Beach, City Manager

Attest:

(SEAL)

\_\_\_\_\_  
Asceleta Hammond, CMC  
City Clerk

Approved As To Form:

\_\_\_\_\_  
Mark E. Berman, Esq.  
City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by LAMAR FISHER as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by DENNIS W. BEACH, as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"RECIPIENT":**

Witnesses?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Women In Distress of Broward County, Inc.  
Organization

By: Mary Riedel

Mary Riedel  
Typed or Printed Name

Title: President + CEO

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9 day of September, 2015 by Mary Riedel as President + CEO of Women In Distress, a Florida corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

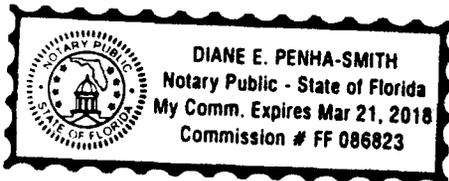
NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Diane Penha Smith  
(Signature of Notary Taking Acknowledgment)

Diane Penha-Smith  
(Name of Acknowledger Typed, Printed or Stamped)

#FF 086823  
Commission Number



**ADDENDUM "1"**

**CITY OF POMPANO BEACH  
FISCAL YEAR 2016**

*FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS*

1. Legal Name of Organization: Women In Distress of Broward County, Inc.
2. Mailing Address: PO Box 50187  
Lighthouse Point, FL 77074
3. Date of Incorporation: 1974
  - 3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes X  
(Please attach proof of tax exempt status)
4. Chief Executive Officer: Mary Riedel  
  
Official Title: President and CEO Telephone #: 954-760-9800
5. Contact Person (if different from above): Kaitlin Gill  
Telephone #: 954-760-9800 x1274
6. Provide a brief description of the organization's goals and objectives:

For more than 40 years, Women In Distress has worked to stop domestic violence abuse for everyone through intervention, education and advocacy. As the only nationally accredited, state-certified, full service domestic violence center serving Broward County, Florida; Women In Distress provides 24-hour crisis intervention, emergency shelter, therapy, advocacy, counseling and support services to families affected by domestic violence, at no cost. In addition to these services, Women In Distress continually offers education and professional trainings aimed at educating the community on domestic violence.

Women In Distress works to accomplish our mission through an emergency shelter, 24-hour crisis hotline, advocacy services, therapy and other critical wrap around services to families affected by domestic violence. Women In Distress utilizes an empowerment based model when providing service. These confidential services are offered free of charge to survivors of domestic violence no matter their age, gender, race, sexual orientation, immigration status, or socio-economic standing. Accommodations are made to meet all language needs, as well as the needs of those with disabilities. Currently, groups and individual sessions are available in English, Spanish, Creole, and Portuguese, and sign language interpreters are available to those who require them. In addition

to these services, Women In Distress continually offers education and professional trainings to educate the community about this sensitive yet critical issue.

- **Emergency Shelter:** The emergency shelter is at the heart of Women In Distress' mission. When a victim of abuse makes the difficult decision to leave their abuser and come to Women In Distress, our focus at this critical time is to address their immediate needs so they don't have to worry about how they're going to feed their family or where they're going to get clothes since many leave with just the shirt on their back. With those immediate needs met, they're able to focus on the healing process and take steps toward rebuilding their lives. Participants are provided shelter for up to 90 days, food, bus passes, medical prescriptions, as well as vouchers to the Women In Distress Thrift Store to obtain clothing for their family. Last year, Women In Distress provided 39,333 nights of emergency shelter to domestic violence survivors.
- **24-Hour Crisis Hotline:** The 24-Hour Crisis Hotline (954-761-1133) is operated 24 hours a day, 7 days a week to provide emergency intervention and information on available services. The crisis line can also be reached at the TTY/TDD number (954-527-5385) for those that are hearing impaired. Last year, Women In Distress received 10,759 Crisis Hotline calls, and we project to receive 24,000 calls this year.
- **Advocacy & Support Groups:** Through individual sessions, advocates assist domestic violence survivors with creating and maintaining an individualized safety plan, and providing case management that focuses on identifying services and resources the participant may need. Advocates also facilitate support groups that allow participants to explore their experiences in an open and safe environment.
- **Therapy:** The Therapy program provides clinical assistance to individuals who are suffering from symptoms of domestic violence abuse that are impacting their ability to function on a day to day basis. The goal of therapy sessions is to reduce the effects of trauma due to victimization and enable survivors to re-engage in daily activities. Last year, Women In Distress provided nearly 26,000 hours of therapy/counseling.
- **Family Services:** With parental consent, age-appropriate services are offered to children ages 0-17. Services include a safety plan fitted to the individual child's needs, emergency shelter, and respite care while parents receive services, individual counseling and support groups broken up into age and gender categories.
- **Education & Prevention:** Women In Distress' focus is not only the immediate safety of the families we serve, but also on reducing and eliminating violence in our community and society. By providing participants and their families, as well as the community, with education on the issue of domestic violence, people are given the tools to participate in healthy relationships. Last year, 33,788 individuals from the community attended education and prevention events hosted by Women In Distress.

7. Amount of funding requested: \$3,000

8. Provide a brief description of how City funds would be spent and identify the community needs to be addressed. This should include what exactly will be provided and to how many people (City residents).

According to the 2014 Florida Department of Law Enforcement's Annual Report, there were a total of 6,213 reported domestic violence offenses in Broward County. The City of Pompano Beach Police Department reported a total of 472 domestic violence offenses, which included 6 cases of forcible rape, 10 cases of forcible fondling, 127 cases of aggravated assault and 2 cases of aggravated stalking. It is important to note that these offenses only paint a partial picture, as domestic violence is one of the most chronically underreported crimes. Therefore, these statistics denote the continued need for the critical services that are provided to domestic violence victims at Women In Distress.

Last year, Women In Distress provided the following services to 386 of its residents:

- 3,515 nights of safe emergency shelter provided to 53 residents
- 333 residents received outreach services such as individual counseling, group support, children's services and transitional assistance
- 804 calls were received on Women In Distress' 24-Hour crisis hotline

The cost to provide these services to Pompano Beach residents was \$354,767, and Pompano Beach remains one of the top 5 cities in Broward County that Women In Distress serves.

The \$3,000 support from the City of Pompano Beach will assist Women In Distress with providing 31 residents safe emergency shelter, advocacy, support groups, therapy, children's services and transitional assistance to City of Pompano Beach residents.

9. How will the recommended funding compliment the array of City services currently being provided to City residents?

Women In Distress is the only nationally accredited, state certified, full service domestic violence center providing residents of the City of Pompano Beach who are victims of domestic violence with assistance. Although there are homeless shelters serving Pompano Beach residents, Women In Distress is the only shelter that assists victims and their children transition into a safe, self-sufficient and self-determined life at no cost.

10. Will the recommended grant amount result in the leveraging of additional funds from the County, State, Federal or other foundations/agencies which require a local match like a contribution from the City of Pompano Beach? Yes x

10a. If yes, what is the ratio of this other funding to the City's recommended funding?  
\$3.00 for every \$1.00 received

11. Does your organization receive support from the County or other cities? Yes x

11a. If yes, please list the amounts and sources.

Broward County \$237,319.00  
 City of Coconut Creek \$3,000.00\*  
 City of Dania Beach \$2,000.00\*  
 City of Deerfield Beach \$5,500.00\*  
 City of Fort Lauderdale \$35,595.00  
 City of Hallandale Beach \$15,000.00  
 City of Hollywood \$20,000.00  
 City of Miramar Law Enforcement Trust Fund \$3,000.00  
 City of North Lauderdale \$1,500.00\*  
 City of Lauderhill \$5,000  
 City of Oakland Park \$5,000.00\*  
 City of Pembroke Pines \$12,000.00\*  
 City of Plantation \$20,000  
 City of Pompano \$15,500.00  
 City of Tamarac \$1,000.00\*  
 City of Weston \$2,250.00\*  
 City Wilton Manors \$4,000.00  
 Coral Springs Community Chest \$4,500.00\*  
 Town of Davie \$5,000.00\*  
 Town of Lauderdale by the Sea \$3,000.00\*  
 Town of Pembroke Park \$1,500.00\*  
 Town of Southwest Ranches \$1,500.00\*

\*Pending approval confirmation.

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 80%

13. PERFORMANCE MEASURES

Please list below the various levels of service [performance measures] that your organization will be providing to residents of the City of Pompano Beach.

	<b>Most Recently Completed Year 2014</b>	<b>Current Year Estimated 2015</b>	<b>Next Year Proposed 2016</b>
Total Persons Served	3,261	3,261	3,261
Number of Pompano Beach residents served	386	386	386

14. Agency Budget Information: Please note that the Total Resources Available and Total Resources Allocated should be EQUAL for each fiscal year.

		Last Year Adopted 2015	Current Year Proposed 2016
<b>Resource Available:</b>			
City of Pompano Beach		\$1,000.00	\$3,000
Federal Funding		\$926,595	\$1,107,578
State Funding		\$1,355,548	\$1,124,927
Other Local Government Funding		\$230,530	\$325,869
Foundation Grants		\$228,000	\$297,500
User Fees		\$0.00	\$0.00
Other Revenue Sources		\$2,090,669	\$2,346,403
<b>Total Resources Available</b>		<b>\$4,832,342</b>	<b>\$5,205,277</b>

<b>Resources Allocated:</b>			
Salaries		\$2,475,770	\$2,734,132
Benefits		\$448,540	\$485,623
Supplies		\$163,727	\$235,794
Contractual Services		\$300,022	\$308,407
Capital Outlay [Equipment]		\$26,567	\$18,600
Other		\$1,417,716	\$1,422,721
<b>Total Resources Allocated</b>		<b>\$4,832,342</b>	<b>\$5,205,277</b>

- Please provide line item detail for expenses over \$10,000

# *State of Florida*

## *Department of State*

I certify from the records of this office that WOMEN IN DISTRESS OF BROWARD COUNTY, INC. is a corporation organized under the laws of the State of Florida, filed on July 23, 1974.

The document number of this corporation is 730261.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 7, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventh day of January, 2015*



*Ken Deitzner*  
**Secretary of State**

Authentication ID: CC7579461885

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248162362  
Jan. 02, 2015 LTR 4168C 0  
59-1592524 000000 00

00044716  
BODC: TE

WOMEN IN DISTRESS OF BROWARD COUNTY  
INC  
PO BOX 50187  
LIGHTHOUSE PT FL 33074

022941

Employer Identification Number: 59-1592524  
Person to Contact: Mr. McQueen  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 23, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in December 1977.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248162362

Jan. 02, 2015 LTR 4168C 0

59-1592524 000000 00

00044717

WOMEN IN DISTRESS OF BROWARD COUNTY  
INC  
PO BOX 50187  
LIGHTHOUSE PT FL 33074

If you have any questions, please call us at the telephone number  
shown in the heading of this letter.

Sincerely yours,

*Doris P. Kenwright*

Doris Kenwright, Operation Mgr.  
Accounts Management Operations 1

**Women In Distress of Broward County, Inc.**

**Exhibit A**

FLORIDA COALITION AGAINST DOMESTIC VIOLENCE

THIS CONTRACT is entered into between the Florida Coalition Against Domestic Violence, hereinafter referred to as the "FCADV" and Women In Distress of Broward County, Inc., 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, 2015, 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, 2016, 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 \$1,783,677.52, 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) Domestic Violence Trust Fund (DVTF) \$515,897.40
- (b) Federal Family Violence Prevention and Services Act (FVPSA) \$237,099.92
- (c) Temporary Assistance for Needy Families (TANF) \$421,649.75
- (d) Primary Prevention (PPE) \$20,000.00
- (e) General Revenue (GR) \$589,030.45

6. Match Requirement

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

- (a) Domestic Violence Trust Fund (DVTF) match is required in the amount of \$171,965.80
- (b) Federal Family Violence Prevention and Services Act (FVPSA) match is required in the amount of \$59,274.98

(c) Primary Prevention (PPE DVTF) match is required in the amount of \$6,666.67

## 7. Purpose/Scope of Service

The FCADV is engaging the Provider for the purpose of (1) providing domestic violence emergency shelter/housing and related services that will be available 24 hours per day, seven days a week to the survivors of domestic violence and their dependents; (2) providing survivors of domestic violence with information on the dynamics of power and control; (3) connecting survivors of domestic violence with available and appropriate resources within the community; (4) informing and educating the public and professionals regarding domestic violence and related issues; and, (5) providing domestic violence primary prevention services targeted to youth through the implementation plan for prevention, which is approved by FCADV.

## 8. Definition of Terms

### a. Contract Terms

Contract terms used in this document can be found in the *FCADV Glossary of Contract Terms*, which is incorporated by reference and located at the following website: <http://www.fcadv.org/quality/contract-resources>.

### 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*, which is incorporated by reference and located at the following website: <http://www.fcadv.org/quality/contract-resources>.

## 9. Authorities for Service Provision and Administration

### a. Chapter 39, Florida Statutes, and Chapter 65H-1, Florida Administrative Code

This contract is entered into pursuant to the authority provided in Part XII of Chapter 39, Florida Statutes, Chapter 65H-1, Florida Administrative Code, and the contract between the FCADV and the Department. 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.

### b. Section 39.908 F.S. 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 hard copy and electronic information identifying 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.

**c. FCADV Administrative Standards**

The FCADV Administrative Standards are incorporated by reference and are located at the following website: [http://www.fcadv.org/quality-contract\\_guidelines.php](http://www.fcadv.org/quality-contract_guidelines.php).

**d. FCADV Program Standards**

The FCADV Program Standards are incorporated by reference and are located at the following website: [http://www.fcadv.org/quality-contract\\_guidelines.php](http://www.fcadv.org/quality-contract_guidelines.php).

**10. Service Provision**

**a. Individuals to be Served**

**i. General Description**

Clients to be served are survivors of domestic violence, dating violence, sexual assault, and 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. The Provider will determine eligibility criteria according to local needs and in accordance with the FCADV Program Standards. Eligibility criteria must be clearly delineated in a written policy statement by the Provider. It is the Provider's responsibility to determine individual eligibility for services in accordance with the Provider's written intake policies and procedures, and the terms of this contract.
2. Eligibility for Economic Self Sufficiency (TANF) services shall be determined on the basis of need. Need shall be established by completion of the TANF Eligibility Determination Form, which is incorporated by reference and located at the following website: <http://www.fcadv.org/quality/contract-forms.php>. The Provider shall make the TANF Eligibility Form available in English and Spanish.
3. Pursuant to ss. 414.095(2)(a), F.S. all eligible clients funded with TANF shall be United States citizens or qualified non-citizens, as defined in ss.414.095(3), F.S.

**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. 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 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. Core Domestic Violence Services**

The Provider shall provide general domestic violence center services to include the nine core services to survivors of domestic violence and their dependents and to other persons in the community, as appropriate. The nine core services are defined as follows:

1. *Emergency Shelter for 24 hours or more:* Temporary emergency housing of domestic violence survivors and their dependents. When the Provider is unable to provide immediate safe housing due to a lack of bed space, it shall make every effort to secure alternative safe emergency housing for the survivor. The Provider shall provide survivor transportation to the emergency shelter through the use of staff, volunteers, law enforcement and other means. Transportation through law enforcement only is not sufficient.
2. *Counseling:* Counseling is advocacy, which involves providing information on the dynamics of domestic violence, doing an assessment of risk, and/or engaging in other supportive activities as appropriate.
3. *24-Hour Hotline:* The provision of crisis counseling and information and referrals on a 24 hour per day, seven days a week basis by trained Provider staff, paid or unpaid.
4. *Assessment of Children:* Evaluation of the basic needs of children served by the Provider, and the referral of children to services if needed.
5. *Direct Service Information and Referral:* Providing information and/or referrals about domestic violence and available services and resources appropriate to the individual need. Information and referral may be provided face-to-face, by telephone, by email or by mail.
6. *Case (Service) Management:* The provision of an individual needs assessment, development of a service plan, a written safety plan, and the coordination of appropriate services and follow-up. One-on-one service management shall be provided to residents in shelter for 72 hours or more and to non-residents who have received two or more face-to-face counseling sessions.
7. *Community Education:* Presentation to the public, both in person and through the media, of information on the incidence and dynamics of domestic violence.
8. *Professional Training:* Provision of domestic violence training to law enforcement personnel and other professionals and paraprofessionals.
9. *Safety Planning:* The development of a plan for security that includes a lethality assessment, documentation of abuser patterns, and an escape plan.

**ii. Primary Prevention Services**

The Provider is required to have a prevention programming designee on the Primary Prevention listserv. The listserv will provide dates and times for webinars and prevention events. Providers can email [Prevention@fcadv.org](mailto:Prevention@fcadv.org) to be added to the listserv. The Provider shall implement domestic violence primary prevention services targeted to youth through the implementation plan for prevention as follows:

1. **Three Community Action Team Meetings:** Community Action Team (CAT) meetings will include discussions, planning activities, or the engagement of activities directly related to the community's primary prevention programming. Community Action Teams may consist of all youth members, all adult members, or a combination of both. Community Action Teams may be a standalone team or a subcommittee of an existing DV/SV task force. If submitting as part of a larger task force, prevention activities must be listed on the agenda to claim on the invoice. If there are only intervention topics or activities, the invoice will be rejected. Up to two outer layer activities to increase protective factors as identified by your center's CAT may be used for a CAT meeting. Activities must be FCADV approved prior to implementation to qualify as a CAT meeting.

For documentation to be approved, the meeting or activity may not be comprised solely of center staff. Attendance must be at least five participants, three of whom need to be non-center staff.

A sign-in sheet that lists the center's name, date, and signatures of all attendees is required along with an agenda from the meeting/event/activity. Meeting minutes/event or other documentation such as event fliers/photos/newspaper coverage are highly encouraged, but not required.

2. **Quarterly Webinars and Survey Completion:** Provider staff must participate in quarterly webinars. They must also complete an online survey quarterly.

Provider staff is required to complete one survey per center quarterly regarding primary prevention activities. Provider staff must attend one of the scheduled quarterly webinars for the entire duration. If provider staff joins the webinar after roll-call they will not be considered present for the webinar. Staff may be asked to give primary prevention activity updates during the webinars. Attendance on the webinar and completion of the online survey will serve as sufficient means to claim funds. FCADV will submit the documentation for this deliverable on behalf of center attendees. *The provider contract and/or fiscal manager must be present on the First Quarter webinar with the prevention contact.*

3. **Risk and Protective Factors:** Identify with your CAT one to two risk factors within one community that your center serves. Create a strategy to reduce this risk factor as well as identify protective factor(s) that will decrease the/se risk factor(s). The/se factor(s) may be the same, or different than those that were identified in your center's Social Marketing Plan. Up to two protective factors can be used for an outer layer CAT meeting/activity, as agreed upon by the CAT, with prior FCADV approval.
4. **Two Rounds of Primary Prevention Programming with Youth:** Rounds of Prevention Programming must be at least eight sessions with the same group of students. No exceptions will be made. Both rounds should be conducted with the same priority population (example: Boys ages 11-14). Rounds of programming must be conducted using the FCADV approved curricula.

Documentation requirements include: (1) the FCADV provided Sign-in Sheet that includes attendance from all sessions, (2) the FCADV provided Group Process Notes Form for each session (8 or more total), (3) one copy of the pre- and post-survey being used that must include the age-appropriate core questions provided by FCADV, and (4) the completed FCADV Evaluation Tool populated with participant responses uploaded in Excel format. Sign in sheets shall not include any identifying student information.

5. **Attend one Qualifying Primary Prevention Event:** Centers should attend one primary prevention event offered during the fiscal year. Qualifying events include the FCADV Primary Prevention Orientation Training, the Primary Prevention Institute, and/or the Youth Summit.

**6. Prevention Deliverables Chart**

All documentation must be submitted through Track-it on or before the due date. Completion of deliverables and submission of reports after the dates listed below must be requested in writing with prior written approval through the FCADV Contract Manager.

<b>Deliverable</b>	<b>Must be completed no later than:</b>	<b>Invoice no later than:</b>	<b>Amount to Claim</b>
Participation in 1 <sup>st</sup> Quarter Webinar and completion of online survey. <i>Week of August 11, 2015</i>	August 31, 2015	September 15, 2015	\$750
1 <sup>st</sup> Quarter Community Action Team Meeting	September 30, 2015	October 15, 2015	\$2,000
Participation in 2 <sup>nd</sup> Quarter Webinar and completion of online survey. <i>Week of November 3, 2015</i>	November 30, 2015	December 15, 2015	\$750
2 <sup>nd</sup> Quarter Community Action Team Meeting	December 31, 2015	January 15, 2016	\$2,000
Identify a risk factor, or factors and a protective factor or factors that the CAT can engage in outer layer work	December 31, 2015	January 15 <sup>th</sup> , 2016	\$2,000
Participation in 3 <sup>rd</sup> Quarter Webinar and completion of online survey <i>Week of January 19, 2016</i>	January 31, 2016	February 15, 2016	\$750
1 <sup>st</sup> Round of Primary Prevention Programming with youth (8 sessions)	January 31, 2016	February 15, 2016	\$4,000
Attend one qualifying primary prevention event	February 28, 2016	March 15, 2016	\$1,000
3 <sup>rd</sup> Quarter Community Action Team Meeting* one outer layer activity to increase protective factors as identified by your centers CAT may be used for a CAT meeting.	March 31, 2016	April 15, 2016	\$2,000
Participation in 4 <sup>th</sup> Quarter Webinar and completion of online survey. <i>Week of April 13, 2016</i>	April 30, 2016	May 15, 2016	\$750
2 <sup>nd</sup> Round of Primary Prevention Programming with youth	April 30, 2016	May 15, 2016	\$4,000
		<b>Total</b>	<b>\$20,000.00</b>

**c. Performance Measures**

**i. General Description**

The Provider shall maintain records documenting the following measures:

1. 97% of adult and child victims in shelter for more than seventy-two (72) hours at a certified domestic violence center shall have a family safety and security plan when they leave the shelter.
2. 97% of adult victims in shelter for more than seventy-two (72) hours at a certified domestic violence center shall have a case/service management plan when they leave the shelter.
3. 85% of children in shelter for more than seventy-two (72) hours at a certified domestic violence center shall have an assessment when they leave the shelter.
4. 90% of adult victims in shelter for more than seventy-two (72) hours at a certified domestic violence center completing an exit interview shall report an increased knowledge about community resources.
5. 90% of adult victims in shelter for more than seventy-two (72) hours at a certified domestic violence center completing an exit interview shall report an increased knowledge about strategies to enhance safety.

**ii. Measurement Terms**

*Adult and Child Victims:* The number of adults, as the head of the family unit, leaving shelter after seventy-two (72) hours.

*Family Safety and Security Plan:* A tool developed to help keep the family safe under dangerous domestic violence situations.

**iii. Performance Evaluation Methodology**

1. The performance measurement in Section 10.c.i.1. above will be calculated by dividing the number of adult victims, as the head of the family unit, leaving shelter after seventy-two (72) hours with a family safety and security plan by the number of adult victims, as the head of the family unit, leaving shelter after seventy-two (72) hours.
2. The performance measurement in Section 10.c.i.2 above will be calculated by dividing the number of adult victims leaving shelter after seventy-two (72) hours with a case/service management plan by the number of adult victims leaving shelter after seventy-two (72) hours.
3. The performance measurement in Section 10.c.i.3 above will be calculated by dividing the number of children leaving shelter after seventy-two (72) hours with an assessment having been conducted by the number of children leaving shelter after seventy-two (72) hours.
4. The performance measurement in Section 10.c.i.4 above will be calculated by dividing the number of adult victims leaving shelter after seventy-two (72) hours that completed an exit interview and reported an increased knowledge about community resources by the number of adult victims leaving shelter after seventy-two (72) hours.
5. The performance measurement in Section 10.c.i.5 above will be calculated by dividing the number of adult victims leaving shelter after seventy-two (72) hours that completed an exit interview and reported an increased

knowledge about strategies to enhance safety by the number of adult victims leaving shelter after seventy-two (72) hours.

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. General Description**

Services shall be limited to the survivors of domestic violence and their children, family or household members, allied partners and their constituencies, incarcerated battered women, and others in need of domestic violence services as appropriate, as well as members of the public with respect to education and training services.

**ii. Charges for Services**

Participants shall not be charged for services.

**iii. 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.

**iv. 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. 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.

**v. Victim Contacts**

The Provider shall not utilize funds from this contract to mail letters to victim's homes as a means of victim contact.

**11. Manner of Service Provision**

**a. Records and Documentation**

**i. Individual Participant Records**

The Provider shall maintain a record on each individual who receives services in the shelter or who is seen face-to-face on an outreach basis. Records shall be kept in the Provider's Data Collection System with the exception of forms that require the signature of the program participant; additional hard copies may be kept at the discretion of the certified domestic violence center. Records are for the retention period specified in Section 12.j. of this contract and are to include those items identified in the FCADV Program Standards and F.A.C. Chapter 65H-1.014.

**ii. 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.

**iii. Training Documentation**

The Provider shall maintain documentation for each training provided to include the following items:

- a) training agenda to include: course titles, descriptions, objectives, number of hours, names of instructors and title or position, and dates of completion
- b) titled sign-in sheet of attendees with printed names, original signatures and title/position; and
- c) copies of scored pre- and post-tests with attendees names, if applicable

**iv. 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 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 FCADV to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.
4. The Provider shall provide data security training to all staff, direct service volunteers and subcontractors who have access to any of the Provider's participant or administrative data. Training must be provided within 90 days of hire, and annually within each state fiscal year thereafter.
5. 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 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 shall maintain sufficient facilities and equipment to deliver the agreed upon services. In accordance with Section 39.908, Florida Statutes, information about the location of domestic violence centers and facilities is confidential and exempt from the provisions of Section 119.07(1), Florida Statutes. All services will be provided in the Provider's designated service area, but to protect the safety of domestic violence survivors in residence at the center, the service delivery location is not included in this contract.

**ii. Changes in Location**

The Provider shall notify FCADV at least thirty (30) calendar days prior to changing the permanent location of service provision. The Provider's certification must be amended by the Department to include the new service location. Services delivered at locations other than those identified during the certification process are not covered under this contract and not eligible for payment unless, or until, the Provider receives written approval from the Department for the change in location, in accordance with Chapter 65H-1, Florida Administrative Code.

**iii. Service Times**

Emergency services including hotline are to be provided twenty-four (24) hours per day, seven (7) days a week. Emergency centers must be open, staffed and accessible to individuals twenty-four (24) hours a day, seven (7) days a week. Non-emergency services shall be provided at times that allow the greatest number of the targeted population to participate. The administrative offices of the Provider shall be open during normal business hours, 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 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 survivors.

## 12. Administrative Requirements

### a. Core Competency and Privilege

The Provider's staff members or volunteers who supervise, coordinate, and/or provide direct services to center participants shall successfully complete thirty (30) hours of specialized training, and the Center must submit the privilege registration application to FCADV, within 90 days of employee's initial employment or volunteer start date with the Provider. When an employee or volunteer was previously registered through another center, the Provider must submit an update to the privilege database within 30 days of the employee's beginning employment or start date of volunteer service. The Provider shall utilize FCADV's Core Competency Curriculum, or such other curriculum submitted by the Provider to FCADV and expressly approved by FCADV in writing, for twenty-four (24) of the required hours of training. Only FCADV Authorized Train the Trainers shall provide training on the FCADV Core Competency Curriculum. The Provider shall utilize the FCADV Core Competency Curriculum until receipt of FCADV approval of its own curriculum.

### b. Zero Tolerance

The Provider must have zero tolerance for domestic, dating and sexual 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 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.

### c. Anti-Bullying and Anti-Harassment

The Provider shall ensure that it has in place policies prohibiting harassment based on the protected classes listed in Sections 10.a.iii. and 18.b. of this contract; will enforce the policies; will ensure that all staff are trained, within 90 days of the effective date of this contract, on how to prevent and respond to harassment or bullying in all forms; and have a plan to monitor and address claims, and document their corrective actions.

### d. Policies and Procedures

The provider shall maintain policies and procedures, and implement them as outlined in Chapter 65H-1, Florida Administrative Code, and FCADV Administrative and Program Standards, which are incorporated by reference and located at the following website: [http://www.fcadv.org/quality-contract\\_guidelines.php](http://www.fcadv.org/quality-contract_guidelines.php).

### e. Personnel Files

- i. The Provider shall maintain a personnel file for each employee performing services under this contract. The file shall include at a minimum:
  - a) employment application and/or résumé;
  - b) reference checks;
  - c) signed acknowledgement indicating that the employee read and understood the Center policies and procedures relevant to their position pursuant to 65 H-1.013;
  - d) signed acknowledgement for receipt of employee handbook, which includes a confidentiality statement and drug-free workplace statement;
  - e) position description, which specifies the position responsibilities and qualifications;
  - f) copies of signed and dated annual performance evaluations;
  - g) valid driver's license for staff that transport participants;
  - h) proof of education credentials;
  - i) W-4 information;
  - j) documentation of HIV/AIDS universal precautions training;
  - k) advocate-victim privilege certification;



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.

**g. Direct Service Volunteer Files**

i. The Provider shall maintain a personnel file for each direct service volunteer performing services under this contract. The file shall include at a minimum:

- a) position description, which specifies the position responsibilities and qualifications;
- b) advocate-victim privilege certification; and
- c) signed acknowledgement indicating that the volunteer read and understood the Center policies and procedures relevant to their volunteer duties pursuant to 65H-1.013.

ii. The Provider must also maintain with respect to each direct service volunteer, either in the volunteer's personnel file, or in a separate file:

- a) records of training received for each volunteer, delineating the date and hours of training received, to include, but not be limited to, data security training, Emergency Management Plan training and 16 hours of in-service training;
- b) time sheet and/or activity reports for volunteers; and
- c) documentation of Core Competency training, if applicable.

**h. 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 in accordance with the FCADV Fiscal Guide located at <http://www.fcadv.org/quality>. 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.

**i. 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.

**j. 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.

**k. 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, 2016, 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 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.

**l. 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 J.

**m. Osnium WS Software**

FCADV will provide license without cost to the Provider to install and use the Osnium WS software data collection system to collect and report all statistical data related to the "Florida Domestic Violence Services Report" required with DVS funds. Further, the Provider agrees to make payment for the Osnium WS Annual Maintenance fee of \$633.15 by submitting payment to FCADV by July 15, 2015, designating "Osnium" the payee on the check. Provider is required to install Osnium WS on its computer system as soon as practicable after it is released but no later than June 30, 2016 to ensure all Florida Domestic Violence Services Reports due after July 1, 2016 are submitted using data from the Osnium WS system. The Provider agrees to comply with all terms and conditions of any license granted by FCADV to the Provider relating to use of the Osnium WS software data collection system.

The Provider also acknowledges that it will seek approval from FCADV prior to making any requested customizations to the Osnium software to ensure all changes comply with funder and contract requirements as well as maintaining the integrity of the reporting functions of the software.

**n. 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. The provider agrees to comply with the provisions of CFOP 40-5 if public funds provided under this contract will be used to purchase vehicles which will be used to transport eligible individuals.

**o. 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.

**p. 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 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.

**q. Sponsorship/Publicity**

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it 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.

**r. 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. 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.

**iii. Budget**

Prior to execution of this contract, the Provider shall submit to 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.

**iv. 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 the Budget Adjustment/Amendment Form, which is incorporated by reference and located at the following website: <http://www.fcadv.org/quality/contract-forms>. 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.

**v. Match**

1. FVPSA match may be cash or in-kind and shall be utilized for services in compliance with the terms and conditions of this contract. DVTF and General Revenue funds are an allowable source of match.
2. DVTF and Primary Prevention match may be cash or in-kind and shall be utilized for services in compliance with the terms and conditions of this contract. Local, municipal and county funds are an allowable source of match.
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.

**vi. TANF Justification**

Economic Self Sufficiency (TANF) Funds must be spent on TANF-eligible clients. Of all individuals receiving shelter service, the percentage of TANF- eligible clients served must be equal to or greater than the percentage of TANF funds in the Provider's total budget. If the Provider fails to meet this requirement, the Provider shall be required to provide FCADV a refund of excess funds which the FCADV shall then remit to the Department. The Provider shall comply with federally mandated service outcomes as described in the approved Department Plan for Allocating TANF funds to Certified Domestic Violence Centers incorporated herein by reference and maintained in the FCADV Contract Manager's file. All statutorily mandated services and safety planning activities are eligible for TANF funds. Other services must be approved on an individual basis.

**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. 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 incorporated by reference and located at <http://www.fcadv.org/quality/contract-forms.php>. Documentation of credentials required by Rule 65H-1.013, Florida Administrative Code, shall be submitted along with Provider Contact Information Form. Additionally, the Provider shall notify the FCADV in writing within 48 hours when any contact information (i.e., email, address, phone number, etc.) changes for any position listed on the Provider Contact Information Form.

**c. Board Changes**

The Provider shall notify the FCADV Contract Manager in writing, of any changes of the Provider's Board President, along with contact information, within five (5) business days of the change. This notification shall be done through the submission of an updated Provider Contact Information Form which is incorporated by reference and located at the following website: <http://www.fcadv.org/quality/contract-forms.php>.

**d. 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 is required to document all reportable incidents, as defined in FCADV's Incident Reporting Procedure, which is incorporated herein by reference and located at the following website: <http://www.fcadv.org/quality/contract-forms.php>.
- iii. For each critical incident occurring during the administration of its program, the provider must, as soon as practical and within twenty-four (24) hours of the incident, complete and submit an Incident Report in accordance with the FCADV Incident Reporting Procedure to the Contract Manager. Dissemination of the report within FCADV will be the responsibility of the Contract Manager.
- iv. Incidents that involve the death of a participant, threaten the health, safety or welfare of any person or that place any person in imminent danger and/or are likely to have adverse impact or statewide media coverage shall be reported immediately, within five (5) hours to FCADV as stated in the Incident Reporting Procedure.
- v. 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.

**e. 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 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 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
Monthly Invoice (Exhibit C)	Monthly	15 <sup>th</sup> day of the month for the previous month's activities	Electronic signed copy in PDF format	Track-It
Monthly Florida Domestic Violence Services Report (Exhibit D)	Monthly	15 <sup>th</sup> day of the month for the previous month's activities	PDF format or Osnum WS	Email to <a href="mailto:massey_chelsea@fcadv.org">massey_chelsea@fcadv.org</a> or Osnum WS
Quarterly Program Status Report (Exhibit E)	Quarterly	15 <sup>th</sup> day of the month following the end of each quarter	Electronic copy in Word format	Track-It
Monthly Financial Report (Exhibit G)	Monthly	15 <sup>th</sup> day of the month for the previous month's activities	Electronic copy in Excel format	Track-It
Profit & Loss Statement by fund from Center Accounting System	Monthly	15 <sup>th</sup> day of the month for the previous month's activities	Electronic copy in PDF format.	Track-It
Bank Statements	As Required	As required with monthly invoice and/or full and complete back-up documentation	Electronic copy in PDF format	Track-It
Auxiliary Aid Service Record Monthly Summary (HHS) Report	Monthly	3rd business day of the following month	Electronic copy in PDF format	Email: <a href="mailto:massey_chelsea@fcadv.org">massey_chelsea@fcadv.org</a>
Updated Auxiliary Aid Plan	As necessary	Within 30 days of any updates	Electronic copy in Word format	Track-It
Quarterly Inventory Report (Exhibit F)	Quarterly	15 <sup>th</sup> day of the month following the end of each of the first three quarters	Electronic copy in Excel format	Track-It
Final Inventory Report (Exhibit F)	Annually	July 15, 2016, inclusive of all quarters	Electronic copy in Excel format	Track-It
Board of Directors Meeting Minutes (including all reports and handouts)	Quarterly	15 <sup>th</sup> day of the month following the end of each quarter	Electronic copy of minutes for meetings held during the quarter in PDF format	Track-It
FVPSA Annual Report (Exhibit H)	Annually	October 15, 2015	Electronic copy in Word format; report should cover the period of October 1, 2014 through September 30, 2015	Track-It
Capital Improvement Needs Assessment Survey	Annually	August 15, 2015	Via survey link provided	Survey Monkey

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	Electronic copy in PDF format	Track-It
Completed Funding Application Including Budget For FY 2016-2017	Annually	TBD	Electronic copies in Word, Excel, and PDF formats as required	Track-It
Provider Contact Information Form (Exhibit B)	As necessary	Within 5 business days of vacancy and when position filled	Electronic copy in Word format	Track-It
Key Management Staff Credentials	As necessary	Within 5 business days of when position filled	Electronic copy in PDF format, attached to updated Provider Contact Information Form	Track-It
Certificates of Liability, and Bonding Insurance	Annually	Upon renewal	Electronic copy in PDF format	Track-It
Information Resource Request (IRR) (Exhibit I)	As necessary	As necessary	Electronic copy in Word format	Track-It
Property Disposition Form (Exhibit K)	As necessary	As necessary	Electronic signed copy in PDF format	Track-It
Incident Reports	As necessary	As soon as practical and within 24 hours of discovery or notification of the incident and  Notification by phone within 5 hours for immediate reportable incidents	Electronic copy in PDF format	Email: IncidentReporting@fcadv.org
Primary Prevention Back-up Information	As required	As required by contract	Electronic copy in PDF format	Track-It
Fiscal Detail Worksheet (Attachment I)	As required with submission of full and complete backup	15 <sup>th</sup> of the month following the requested month(s) of Full & Complete submission	Electronic copy in Excel and PDF format	Track-It
Additional Fiscal Back-up Documentation	As requested by the FCADV and required for designated month(s)	TBD	Electronic copy in PDF format	Track-It

Pre-Monitoring Documents Request	As Required	TBD	Electronic submission in Word, Excel and PDF format (see monitoring documentation request)	Track-It
Budget Amendments Form (Attachment II)	As Required	TBD	Electronic copy in Excel format	Track-It
Monitoring Corrective/Certification Action Plan (MCAP)	As Necessary	Within 10 business days of receipt of monitoring report	Electronic signed copy in PDF format	Track-It

**15. Payment**

**a. Payment Chart**

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
<b>Core Domestic Violence Services</b>		
Month of Domestic Violence Services: (Invoice, Fiscal Detail Worksheet, Full and Complete Backup when required and Financial Report w/ P&L, including budget vs. actual variances, bank statements, as required, Monthly Florida Domestic Violence Services Report, Quarterly Status Report, Quarterly Inventory Report, FVPSA Annual Report and Capital Needs Assessment Survey)	GR: \$49,085.87 DVTF: \$42,991.45 FVPSA: \$19,758.33 TANF:\$35,137.48  Total Unit: \$146,973.13	11
Month of Domestic Violence Services: (Invoice, Fiscal Detail Worksheet, Full and Complete Backup when required and Financial Report w/ P&L, including budget vs. actual variances, bank statements, as required, Monthly Florida Domestic Violence Services Report, Quarterly Status Report, Quarterly Inventory Report, FVPSA Annual Report and Capital Needs Assessment Survey)	GR: \$49,085.88 DVTF: \$42,991.45 FVPSA: \$19,758.29 TANF:\$35,137.47  Total Unit: \$146,973.09	1
<b>TOTAL CORE DV SERVICES</b>		<b>\$1,763,677.52</b>
<b>Primary Prevention Services</b>		
<i>Community Action Team Meetings</i>	\$2,000	3
<i>Quarterly Webinars and Survey Completion</i>	\$750	4
<i>Risk and protective factors</i>	\$2,000	1
<i>Primary Prevention Programming with Youth</i>	\$4,000	2
<i>Attend one qualifying primary prevention event</i>	\$1,000	1
<b>TOTAL PRIMARY PREVENTION SERVICES</b>		<b>\$20,000.00</b>
<b>TOTAL CONTRACT</b>		<b>\$1,783,677.52</b>

**b. Invoice Approval Process**

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 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. 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 certified centers to ensure compliance with the minimum standards provided in Chapter 65H-1, Florida Administrative Code, Section 39.905, F.S., FCADV Administrative and Program Standards, and the FCADV Fiscal Guide, as well as the requirements of this contract.

- a. The FCADV shall monitor the Provider in accordance with existing 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 FCADV. In the event 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 Provider's center, 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 FCADV.
- g. Within 60 days after the evaluation, 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 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. A Provider's failure to successfully complete the corrective action plan may result in suspension of a Provider's certification by the Department. However, the Department may suspend a Provider's certification immediately without allowing a corrective action in cases of recurring violations or if the violation poses a serious risk of imminent harm to the health or safety of participants or staff members.
- i. 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 FCADV's 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 conspicuous notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved notice can be downloaded through the Internet at: <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 3<sup>rd</sup> 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 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 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 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's 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.
- iv. The FCADV Allocation and Grants Oversight Committee has final authority in monitoring, reporting, and payment disputes.

**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. Department of Health and Human Services, Family Violence Prevention and Services Act (FVPSA) Funding**

For FVPSA funding provided, the Provider agrees to comply with the administrative and financial requirements and assurances of compliance with grant requirements as set forth in applicable grant award(s) to the Department of Children and Families from the Department of Health and Human Services. The statutory authority for this program is sections 301-313 of the Family Violence Prevention and Services Act, as amended by Section 201 of the Child Abuse Prevention and Treatment Act (CAPTA) Reauthorization Act of 2010, Pub. L. 111-320.

**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 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 FCADV's contract with the Department pursuant to which FCADV receives funding for this contract.

## 21. Financial Penalties

Financial penalties may be imposed by 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 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's contract with the Department pursuant to which the FCADV receives funding for this contract or upon amendment of FCADV's 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's 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 Exhibits**

- a. Attachment I - Fiscal Detail Worksheet
- b. Attachment II - Budget Amendment Form
- c. Exhibit A – Certification Regarding Lobbying Form
- d. Exhibit B – Provider Contact Information Form
- e. Exhibit C – Monthly Invoice
- f. Exhibit D – Monthly Florida Domestic Violence Services Report
- g. Exhibit E – Quarterly Status Report
- h. Exhibit F – Quarterly Inventory Report
- i. Exhibit G – Monthly Financial Report
- j. Exhibit H – FVPSA Annual Report
- k. Exhibit I – Information Resource Request Form
- l. Exhibit K – Property Disposition Form

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: Women In Distress of Broward County, Inc.

Signature: Mary Riedel

Name: Mary Riedel

Title: President and CEO

Date: JUNE 24, 2015

FLORIDA COALITION AGAINST DOMESTIC VIOLENCE

Signature: Tiffany Carr

Name: Tiffany Carr

Title: President/CEO

Date: 6/30/15

## Exhibit A

### Certification and Assurances

Women In Distress of Broward County, Inc.  
Contract Number 16-2230-DVS, awarded by the  
Florida Coalition Against Domestic Violence

July 1, 2015 – June 30, 2016

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 **\$237,907.45** of matching resources. Signature on this document will certify the Women In Distress of Broward County, Inc. 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:

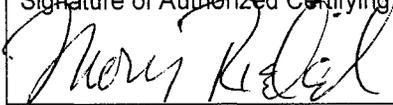
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection 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: President and CEO
Organization Women In Distress of Broward County, Inc.	Date 6/24/2015