

MEMORANDUM

Agenda Item No. 14(A)(14)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively approving and authorizing the County Mayor's actions of accepting Contract Assignment and Amendment and executing Amendment # 1 of Contract # LN061 between Miami-Dade County, through the Community Action and Human Services Department, and the Florida Department of Children and Families for grant funding in the approximate amount of \$2,825,720.00, for the provision of services to survivors of domestic violence and their dependents, for a term ending on June 30, 2021; authorizing the County Mayor to execute other agreements and documents necessary for receipt and expenditure of such funds and to exercise termination and amendment provisions set forth therein, provided that such other agreements and documents and any amendments thereto are consistent with the purpose described herein; and authorizing the County Mayor to apply for, receive and expend additional future funds, for up to five years should they become available for this purpose, and to execute other agreements and documents necessary for receipt and expenditure of funds and to exercise termination and amendment provisions set forth therein, provided that such amendments are consistent with the purpose described herein

Resolution No. R-770-21

The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.



Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: July 20, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Retroactively Approving and Authorizing the County Mayor's or County Mayor's Designee's Actions of Accepting Contract Assignment and Amendment and Executing Amendment #1 of Contract # LN061 between the Florida Department of Children and Families and Miami-Dade County for Provision of Services by the Community Action and Human Services Department

Recommendation

It is recommended that the Board of County Commissioners ("Board") approve the attached resolution retroactively approving and authorizing the County Mayor's or County Mayor's designee's actions of accepting Contract Assignment and Amendment (Exhibit A) and executing Amendment #1 of Contract # LN061 (Exhibit B) between the Florida Department of Children and Families (DCF) and Miami-Dade County, through the Miami-Dade (County) Community Action and Human Services Department (CAHSD), in the amount of \$2,825,720.00, for the provision of services to survivors of domestic violence and their dependents. The term of the agreement shall expire no later than June 30, 2021. It is also recommended that this Board authorize the County Mayor or County Mayor's designee to execute other agreements and documents necessary for receipt and expenditure of such funds and to exercise termination and amendment provisions set forth therein, provided that such other agreements and documents and any amendments thereto are consistent with the purpose described herein. Additionally, it is recommended that this Board authorize the County Mayor or County Mayor's designee to apply for, receive and expend future funds, if they become available for this purpose, and to execute other documents necessary for receipt and expenditure of such funds. It is further recommended that this Board authorize the County Mayor or County Mayor's designee to exercise the termination and amendment provisions set forth therein, provided that such amendments do not alter the purpose of the agreement or extend the term of the agreement beyond five years from the effective date of this resolution.

Scope

The impact of this item is countywide.

Fiscal Impact/Funding Source

There is no fiscal impact to the County for the acceptance of the Contract Assignment and Amendment and the adoption of Amendment #1.

Delegation of Authority

The County Mayor or County Mayor's designee is retroactively authorized to accept the Contract Assignment and Amendment and execute Amendment #1 of Contract # LN061 between the County, by

and through CAHSD, and DCF. The County Mayor or County Mayor’s designee is authorized to execute required agreements and documents pertaining to the grant, and as may be required by grant guidelines, following approval by the County Attorney’s Office, and approvals by the Board, if such agreements and documents propose to commit funding from the County. Local, in-kind match funding shall not be deemed a funding commitment for the purposes of this grant agreement. Further, the County Mayor or County Mayor’s designee is authorized to apply for, receive, and expend future grant funds, if they become available for this purpose. The County Mayor or County Mayor’s designee is also authorized to exercise termination and amendment provisions set forth therein, provided that such amendments do not alter the purpose of the agreement or extend the term thereof beyond five years from the effective date of this resolution. The County Mayor or County Mayor’s designee’s authority for future grant awards will be limited to the authority provided herein.

Track Record/Monitor

Ivon Mesa, the Targeted Services Bureau Chief, will continue to monitor this grant for CAHSD.

Background

CAHSD has provided services to survivors of domestic violence for the past 35 years. CAHSD uses grant funds to operate the two County Certified Domestic Violence Centers and cover the personnel expenses for the provision of services to survivors of domestic violence and their dependents. The Florida Coalition Against Domestic Violence (FCADV) previously had oversight of these state and federal grant funds and a contract between FCADV and the County was executed on July 31, 2019 (Exhibit C-FCADV Contract No. 20-2222-DVS); however, as of the FY 2020-2021, said oversight was transferred to the DCF. On April 24, 2020, Contract Assignment and Amendment was executed which reassigned the aforementioned FCADV Contract No. 20-2222-DVS to DCF Contract # LN061. Additionally, Amendment #1 of DCF Contract # LN061 was signed on September 02, 2020.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(14)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(14)
7-20-21

RESOLUTION NO. R-770-21

RESOLUTION RETROACTIVELY APPROVING AND AUTHORIZING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S ACTIONS OF ACCEPTING CONTRACT ASSIGNMENT AND AMENDMENT AND EXECUTING AMENDMENT # 1 OF CONTRACT # LN061 BETWEEN MIAMI-DADE COUNTY, THROUGH THE COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT, AND THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES FOR GRANT FUNDING IN THE APPROXIMATE AMOUNT OF \$2,825,720.00, FOR THE PROVISION OF SERVICES TO SURVIVORS OF DOMESTIC VIOLENCE AND THEIR DEPENDENTS, FOR A TERM ENDING ON JUNE 30, 2021; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE OTHER AGREEMENTS AND DOCUMENTS NECESSARY FOR RECEIPT AND EXPENDITURE OF SUCH FUNDS AND TO EXERCISE TERMINATION AND AMENDMENT PROVISIONS SET FORTH THEREIN, PROVIDED THAT SUCH OTHER AGREEMENTS AND DOCUMENTS AND ANY AMENDMENTS THERETO ARE CONSISTENT WITH THE PURPOSE DESCRIBED HEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUTURE FUNDS, FOR UP TO FIVE YEARS SHOULD THEY BECOME AVAILABLE FOR THIS PURPOSE, AND TO EXECUTE OTHER AGREEMENTS AND DOCUMENTS NECESSARY FOR RECEIPT AND EXPENDITURE OF FUNDS AND TO EXERCISE TERMINATION AND AMENDMENT PROVISIONS SET FORTH THEREIN, PROVIDED THAT SUCH AMENDMENTS ARE CONSISTENT WITH THE PURPOSE DESCRIBED HEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the foregoing recital, which is incorporated herein by reference.

Section 2. Retroactively accepts Contract Assignment and Amendment, attached hereto as Exhibit A, and approves Amendment #1 of Contract # LN061, attached hereto as Exhibit B, and made a part hereof, between Miami-Dade County, through the Community Action and Human Services Department, and the Florida Department of Children and Families, in the approximate amount of \$2,825,720.00, for a term ending on June 30, 2021. The Miami-Dade County Community Action and Human Services Department will use such grant funding to support the provision of services to survivors of domestic violence and their dependents.

Section 3. Retroactively authorizes the County Mayor or County Mayor's designee to accept the Contract Assignment and Amendment and execution of Amendment #1 of Contract # LN061.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute other agreements and documents necessary for receipt and expenditure of such funds, subject to subsequent approvals by this Board if such agreement proposes to commit additional funding from Miami-Dade County. Such funding approval shall not include in-kind match funding. This Board further authorizes the County Mayor and County Mayor's designee to exercise the termination and amendment provisions set forth in such agreements and documents, provided that such other agreements and documents and any amendments thereto are consistent with the purpose described in section 2 above, and following approval for legal form and sufficiency by the Miami-Dade County Attorney's Office.

Section 5. Authorizes the County Mayor or County Mayor's designee to apply for, receive, and expend additional future funds, for up to five years from the effective date of this resolution should they become available for this purpose, and to execute other agreements and

documents necessary for receipt and expenditure of such funds, subject to subsequent approvals by this Board if such agreements propose to commit additional funding from Miami-Dade County. Such funding approval shall not include in-kind match funding. The County Mayor or County Mayor's designee is further authorized to exercise termination and amendment provisions set forth therein, provided that such amendments are consistent with the purpose described in section 2 above and following approval for legal form and sufficiency by the Miami-Dade County Attorney's Office.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of July, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Melissa Adames
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "SG" followed by a horizontal line.

Shanika A. Graves

CONTRACT ASSIGNMENT AND AMENDMENT

This Assignment and Amendment ("Assignment") of Original Contracts is between the Florida Coalition of Against Domestic Violence, Inc. ("Assignor") and the Florida Department of Children and Families ("Assignee") and the undersigned Provider ("Obligor"), effective **May 1, 2020** or the last party signature date, whichever is later ("Effective Date"), and the parties agree as follows:

1. Assignor hereby assigns all its rights, titles, and interests, and all its obligations, responsibilities, and duties under the Original Contracts provided in Attachment 1 to Assignee, subject to the following:
 - a. Assignor warrants and represents that the Original Contracts (1) are in full force and effect, (2) are without modification and remain on the terms as originally executed between Assignor and the respective Obligor, (3) are free from lien or other encumbrance, and (4) are fully assignable by Assignor; and
 - b. Assignor shall not be liable for further performance of any obligations, responsibilities, or duties under the Original Contracts unless such obligations, responsibilities, or duties were due and owing by the Assignor prior to the Effective Date of this Assignment, which will be and remain solely with the Assignor.
 - c. Assignor shall remain liable for and agrees to fully indemnify, defend, and hold harmless the State and Assignee, and their officers, agents, and employees, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any breach of duty under the Original Contract(s); any personal injury or damage to real or personal tangible property; any infringement on copyright, trademark, or other intellectual property right; and any other negligent, intentional, or wrongful act or omission alleged to be caused in whole or in part by Assignor, its agents, employees, partners, or subcontractors, provided, however, that Assignor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or Assignee.
2. Assignee hereby assumes and agrees to perform all remaining and executory obligations, responsibilities, and duties of Assignor under the Original Contracts.
3. Obligor agrees to the following modifications relative to its respective Original Contract(s) as defined by Attachment 1:
 - a. All references to Assignor, the "Florida Coalition Against Domestic Violence, Inc." or "FCADV" shall be read as referring to Assignee; any other references to Assignee or Assignee's contract with Assignor shall be understood in the context of this new reading; and
 - b. The terms and conditions of CF Standard Contract (Form PMT-02-1819), available at <http://eww.dcf.state.fl.us/ccs/playbook/appendix/exhibits.shtml>, are incorporated by reference and shall control against any conflicting or inconsistent terms in the Original Contract(s), except as modified by this Assignment.
 - c. The End Date of the Original Contract(s) is replaced with June 30, 2021. The Original Contract(s) fee shall be increased an amount proportional to the increased length of term, subject to the availability of funds. Additionally, any Contractor's fund matching obligations shall be increased in accordance with applicable law.
 - d. Pursuant to Executive Order 20-52 (Emergency Management - COVID-19 Public Health Emergency), executed on March 9, 2020, Assignee may, at its discretion, reimburse additional allowable costs incurred as a result of necessary action in

coping with the emergency on a cost reimbursement basis during the period under Executive Order 20-52. The additional cost reimbursement will be available until the end of Executive Order 20-52 or until reserve funds are exhausted, whichever occurs first. This **paragraph 3.c** is applicable only to Providers that are certified domestic violence centers performing domestic violence center services under the Original Contract.

4. This Assignment (including all attachments and incorporated documents) is hereby incorporated by reference in the Original Contracts. Except as expressly modified by this Assignment, the Original Contracts shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Assignment and the Original Contracts, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.
5. Nothing contained in this Assignment shall be interpreted or construed as waiving or limiting Assignee's rights, remedies, or other claims to which it is entitled under law or contract.
6. The parties agree that this Assignment has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. A copy of this Assignment transmitted electronically or by facsimile with original, electronic, or facsimile signatures thereon shall be effective as an original.

**CONTRACT ASSIGNMENT AND AMENDMENT
SIGNATURE PAGE 1**

IN WITNESS THEREOF, the parties cause this Assignment to be executed by their duly authorized officials.

**FLORIDA COALITION AGAINST DOMESTIC
VIOLENCE:**

Sign: 
Title: Receiv-
Name: Mark L. Healy
Date: 4/30/20

DEPARTMENT OF CHILDREN AND FAMILIES:

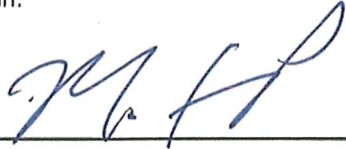
Sign: 
Title: Secretary
Name: Chad Poppell
Date: 5-1-2020

CONTRACT ASSIGNMENT AND AMENDMENT
SIGNATURE PAGE 2

OBLIGOR:

By causing its duly authorized representative to sign below, Obligor agrees that it has read the entire Assignment (including all attachments and incorporated documents) and assents to all modifications contained therein.

Signature: _____

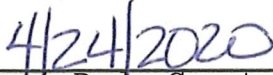


Print Name: Maurice L. Kemp

MAURICE L. KEMP
DEPUTY MAYOR
MIAMI-DADE CTY. FL

Title: Deputy Mayor

Date: _____



Miami-Dade County through its Community Action & Human Services

On Behalf of: Dept., Advocates for Victims, Safespace North & South
(Legal Name of Obligor Entity as provide in Attachment 1)

ATTACHMENT 1

Original Contracts	New Contracts	Providers
Contract No. 20-2023-LCH	LN002	Faltemier Rogers, PLLC
Contract No. 20-2052-LCH	LN006	Brevard County Legal Aid, Inc.
Contract No. 20-2054-LCH	LN008	Dade County Bar Association Legal Aid Society, Inc.
Contract No. 20-2055-LCH	LN010	Americans for Immigrant Justice, Inc.
Contract No. 20-2057-LCH	LN011	Gulfcoast Legal Services, Inc.
Contract No. 20-2059-LCH	LN013	Heart of Florida Legal Aid Society, Inc.
Contract No. 20-2061-LCH	LN016	Legal Aid of Manasota, Inc.
Contract No. 20-2063-LCH	LN019	Legal Aid Society of the Orange County Bar Association, Inc.
Contract No. 20-2066-LCH	LN022	Legal Services of North Florida, Inc.
Contract No. 20-2067-LCH	LN024	Northwest Florida Legal Services, Inc.
Contract No. 20-2068-LCH	LN026	Three Rivers Legal Services, Inc.
Contract No. 20-2073-LHL	LN028	Florida Legal Services, Inc.
Contract No. 20-2100-RAP	LN029	Voices for Immigrant Defense and Advocacy
Contract No. 20-2101-EDVC	LN030	Gulf Coast Jewish Family and Community Services, Inc.
Contract No. 20-2200-DVS	LN031	The Spring of Tampa Bay, Inc.
Contract No. 20-2201-DVS	LN032	Domestic Abuse Council of Volusia County, Inc. d/b/a Beacon Center
Contract No. 20-2201-PA	LN033	Domestic Abuse Council, Inc. d/b/a Beacon Center
Contract No. 20-2201-RI	LN034	Domestic Abuse Council of Volusia County, Inc. d/b/a Beacon Center
Contract No. 20-2202-DVS	LN035	Abuse Counseling and Treatment, Inc.
Contract No. 20-2203-DVS	LN036	Another Way, Inc.
Contract No. 20-2204-DVS	LN037	Aid to Victims of Domestic Abuse, Inc.
Contract No. 20-2205-DVS	LN038	Center for Abuse and Rape Emergences, Inc.
Contract No. 20-2206-BIP	LN039	Community Action Stops Abuse, Inc.
Contract No. 20-2206-DVS	LN040	Community Action Stops Abuse, Inc.
Contract No. 20-2207-DVS	LN041	Domestic Abuse Shelter, Inc.
Contract No. 20-2208-DVS	LN042	Flagler Ecumenical Social Service Center, Inc. d/b/a Family Life Center
Contract No. 20-2209-DVS	LN043	Favor House of Northwest Florida, Inc.
Contract No. 20-2210-DVS	LN044	Harbor House of Central Florida, Inc.
Contract No. 20-2211-DVS	LN045	Haven of Lake and Sumter Counties, Inc.
Contract No. 20-2212-DVS	LN046	Help Now of Osceola, Inc.
Contract No. 20-2212-TI	LN047	Help Now of Osceola, Inc.
Contract No. 20-2213-DVS	LN048	Hope Family Services, Inc.
Contract No. 20-2213-RI	LN049	Hope Family Services, Inc.
Contract No. 20-2214-DVS	LN050	Hubbard House, Inc.
Contract No. 20-2214-TI	LN051	Hubbard House, Inc.
Contract No. 20-2215-DVS	LN052	Martha's House, Inc.
Contract No. 20-2216-DVS	LN053	Ocala Domestic Violence/Sexual Assault Center d/b/a Creative Services, Inc.
Contract No. 20-2216-RU	LN054	Ocala Domestic Violence/Sexual Assault Center d/b/a Creative Services, Inc.
Contract No. 20-2217-DVS	LN055	Peaceful Paths Domestic Abuse Network, Inc.

Contract No. 20-2218-DVS	LN056	Peace River Center for Personal Development, Inc.
Contract No. 20-2219-DVS	LN057	Refuge House, Inc.
Contract No. 20-2220-DVS	LN058	Safe Place and Rape Crisis Center, Inc.
Contract No. 20-2221-DVS	LN059	SafeSpace, Inc.
Contract No. 20-2221-TI	LN060	SafeSpace, Inc.
Contract No. 20-2222-DVS	LN061	Miami-Dade County through its Community Action and Human Services Department, Advocates for Victims, Safespace North and South
Contract No. 20-2222-LE	LN062	Miami-Dade County through its Community Action and Human Services Department, Advocates for Victims, Safespace North and South
Contract No. 20-2223-DVS	LN063	Safety Shelter of St. John's County d/b/a Betty Griffin Center
Contract No. 20-2224-DVS	LN064	The Salvation Army, A Georgia Corporation d/b/a The Salvation Army of Brevard County Domestic Violence Program
Contract No. 20-2225-DVS	LN065	The Salvation Army, A Georgia Corporation d/b/a The Salvation Army of Panama City Domestic Violence Program
Contract No. 20-2226-DVS	LN066	The Salvation Army, A Georgia Corporation d/b/a The Salvation Army of West Pasco Domestic Violence Program
Contract No. 20-2227-DVS	LN067	Serene Harbor, Inc.
Contract No. 20-2228-DVS	LN068	The Shelter for Abused Women and Children, Inc.
Contract No. 20-2229-DVS	LN069	Sunrise Domestic and Sexual Violence Center
Contract No. 20-2229-ES	LN070	Sunrise Domestic and Sexual Violence Center
Contract No. 20-2229-RI	LN071	Sunrise Domestic and Sexual Violence Center
Contract No. 20-2229-RU	LN072	Sunrise Domestic and Sexual Violence Center
Contract No. 20-2230-DVS	LN073	Women in Distress of Broward County, Inc.
Contract No. 20-2231-DVS	LN074	Seminole County Victims' Rights Coalition, Inc. d/b/a SafeHouse of Seminole
Contract No. 20-2232-DVS	LN075	YMCA of Palm Beach County, Inc.
Contract No. 20-2233-DVS	LN076	Shelter House, Inc.
Contract No. 20-2234-DVS	LN077	Quigley House, Inc.
Contract No. 20-2235-DVS	LN078	Religious Community Services, Inc. d/b/a The Haven of RCS
Contract No. 20-2236-DVS	LN079	Salvare, Inc. d/b/a Dawn Center of Hernando County
Contract No. 20-2237-DVS	LN080	Citrus County Abuse Shelter Association, Inc.
Contract No. 20-2238-DVS	LN081	Lee Conlee House, Inc.
Contract No. 20-2238-RU	LN082	Lee Conlee House, Inc.
Contract No. 20-2239-DVS	LN083	Vivid Visions, Inc.
Contract No. 20-2240-DVS	LN084	Micah's Place, Inc.
Contract No. 20-8003-LE-INV	LN087	Seminole County Sheriff's Office
Contract No. 20-8007-LE-ENH	LN088	Broward County Sheriff's Office
Contract No. 20-8007-LE-INV	LN089	Broward County Sheriff's Office
Contract No. 20-8009-LE-INV	LN090	Pasco County Sheriff's Office
Contract No. 20-8015-LE-ENH	LN091	Hernando County Sheriff's Office
Contract No. 20-8017-LE-ENH	LN092	City of Homestead Police Department
Contract No. 20-8023-LE-ENH	LN093	Putnam County Sheriff's Office

Contract No. 20-8025-OSCA	LN094	Office of the State Courts Administrator
Contract No. 20-8026-FPAA	LN095	Florida Prosecuting Attorneys Association
Contract No. 20-8027-SAO	LN096	Santa Rosa Board of County Commissioners
Contract No. 20-8028-SAO	LN097	State Attorney's Office, Second Judicial Circuit
Contract No. 20-8030-SAO	LN098	State Attorney's Office, Fourth Judicial Circuit
Contract No. 20-8031-SAO	LN099	State Attorney's Office, Fifth Judicial Circuit
Contract No. 20-8032-SAO	LN100	State Attorney's Office, Seventh Judicial Circuit
Contract No. 20-8034-SAO	LN101	State Attorney's Office, Ninth Judicial Circuit
Contract No. 20-8035-SAO	LN102	State Attorney's Office, Eleventh Judicial Circuit
Contract No. 20-8038-SAO	LN103	State Attorney's Office, Fifteenth Judicial Circuit
Contract No. 20-8039-SAO	LN104	State Attorney's Office, Sixteenth Judicial Circuit
Contract No. 20-8040-SAO	LN105	State Attorney's Office, Seventeenth Judicial Circuit
Contract No. 20-8041-SAO	LN106	State Attorney's Office, Eighteenth Judicial Circuit
Contract No. 20-8043-SAO	LN107	State Attorney's Office, Twentieth Judicial Circuit
Contract No. 20-8045-LE-ENH	LN108	Bay County Sheriff's Office
Contract No. 20-8045-LE-INV	LN109	Bay County Sheriff's Office
Contract No. 20-8047-LE-ENH	LN110	Citrus County Sheriff's Office
Contract No. 20-8051-LE-ENH	LN112	Flagler County Sheriff's Office
Contract No. 20-8052-LE-ENH	LN113	Marion County Sheriff's Office
Contract No. 20-8055-LE-ENH	LN114	Liberty County Sheriff's Office
Contract No. 20-8057-LE-ENH	LN115	Calhoun County Sheriff's Office
Contract No. 21-2204-EM	LN116	Aid to Victims of Domestic Abuse, Inc. (AVDA)
Contract No. 22-2238-JFF	LN117	Lee Conlee House, Inc.
Contract No. 22-2223-JFF	LN118	Safety Shelter of St. Johns County, Inc. d/b/a Betty Griffin House
Contract No. 19-2212-LIL	LN119	Help Now of Osceola, Inc.
Contract No. 20-2064-LAV	LN120	Coast to Coast Legal Aid - Plantation, FL
Contract No. 20-2230-LAV	LN121	Women in Distress of Broward County, Inc.
Contract No. 20-2218-GTEA	LN122	Peace River Center for Personal Development, Inc.
Contract No. 20-6004-L&C	LN123	Mujeres Unidas en Justicia Educacion y Reforma, Inc.

AMENDMENT #1

Contract #LN061

Effective July 1, 2020, this amends the above referenced Contract Assignment and Amendment, as follows:

1. In Sections 4, 5, and 6. the text is replaced by "Reserved".
2. In the table in Section 14.b., the Report Title "Monthly Invoice Cost Reimbursement Transportation Needs" is replaced by "Monthly Invoice Cost Reimbursement".
3. In the table in Section 14.b., the Report title "Profit & Loss Statement by fund from the Center Accounting System" is replaced by "Profit & Loss Statement by fund from the Center Accounting System and supporting General Ledger Detail".
4. In the table in Section 14.b., the Reports titled "Monthly Financial Report (Exhibit G)" and the "Profit & Loss Statement by fund from the Center Accounting System and supporting General Ledger Detail" frequency is changed to quarterly.
5. The table in Section 15.a. Payment Chart, is replaced by the below table:

Service Unit	Payment Method	Maximum Units	Value
Core Domestic Violence Services			
Month of Domestic Violence Services with submission of reports pursuant to Section 14.b. of this contract.	Fixed Payment	11	\$235,477.00
Final month of Domestic Violence Services with submission of reports pursuant to Section 14.b. of this contract.	Fixed Payment	1	\$235,473.00
SFY 2020-2021 Total Core Domestic Violence Services	-	-	\$2,825,720.00

6. In Section 21 the word "penalties" is replaced by "consequences", wherever found.
7. Exhibit C, "Monthly Invoice-DVS" is replaced by "Monthly Invoice- Fixed Payment".
8. Exhibit C, "Monthly Invoice-Transportation Needs" is replaced by "Monthly Invoice- Cost-Reimbursement".
9. Exhibit C "Monthly Invoice- CPI" and Exhibit G "Monthly Financial Report-CPI" are deleted.
10. Exhibit G, "Monthly Financial Report- DVS" is replaced by "Quarterly Financial Report- Fixed Payment".
11. Exhibit G, "Monthly Financial Report- Transportation" is replaced by "Monthly Financial Report- Cost Reimbursement".

AMENDMENT #1

Contract # LN061

12. Exhibit X, "Project Deliverables – Primary Prevention" and Exhibit X, "Project Deliverables – CPI" are replaced by Attachment 1 of this amendment, "Project Deliverables – Primary Prevention and CPI."
13. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are hereby made a part of the Contract.

AMENDMENT #1

Contract #LN061.

IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: Miami Dade County Community
Action and Human Services

DEPARTMENT:

SIGNED BY:

SIGNED BY:

NAME:

MAURICE L. KEMP
DEPUTY MAYOR

NAME:

Stefanie Camfield, Esq.
Stefanie Camfield, Esq.

TITLE:

MIAMI-DADE CTY. FL

TITLE:

Assistant Secretary of Child Welfare

DATE:

09/02/2020

DATE:

6/28/2021 | 7:41 PM EDT

Attachment 1**Project Deliverables – Primary Prevention & CPI****Primary Prevention Services**

1. The Provider is required to have a prevention programming designee (hereinafter referred to as Prevention Staff) on the Primary Prevention listserv and participate in quarterly calls and statewide learning opportunities.
2. Any staff participating in primary prevention activities shall attend a Prevention Orientation within one year of starting.
3. The Provider shall submit a written prevention plan, including prevention partners and community action teams, no later than August 31, 2020.
 - a. The Provider should refer to the previous year's Prevention Strategy Plan and Report and past completed deliverables to develop a meaningful plan that continues to prioritize prevention efforts as critical in the efforts to end violence.
 - b. The Prevention Plan should address risk and protective factors, root causes of domestic and dating violence, activities that prioritize Community Action, Youth Engagement and Leadership, and Social Change efforts to end violence. A template with examples will be provided and available for the Provider's use.
4. The Provider will document all prevention efforts as part of their Domestic Violence Shelter quarterly report.

CPI

1. Miami Dade County Advocates for Victims will maintain four full-time, co-located Domestic Violence and Child Welfare (DVCW) advocates. Three of the advocates will be located in the Department of Children and Families (DCF) Child Protective Investigations (CPI) Units in Miami-Dade County and one advocate will be located in the local Community Based Care (CBC) agency. The DVCW advocates serve as consultants to the child welfare staff and community partners in the project. Office space must provide privacy and confidentiality for survivors of domestic violence.
2. The DVCW advocate's primary role (at least 60 % of the advocate's weekly time) is to provide consultation on domestic violence related child welfare cases to the DCF CPI unit and other community partners. The DVCW also may provide direct services to survivors involved in the child welfare system as necessary, not to exceed 40% of the DVCW advocate's time.
 - a) MDCAV will participate in a minimum of 100 case staffing meetings where the survivor has an open child abuse investigation or diversion case in Miami-Dade County.

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- b) MDCAV will participate in a minimum of 50 case staffing meetings where the survivor is involved in the dependency process in Miami-Dade County.
 - c) MDCAV will attend a minimum of 15 case transfer staffing meetings and provide support to survivors of domestic violence.
 - d) MDCAV will provide support and referral services for a minimum of 130 survivors of domestic violence where the survivor has an open child abuse investigation or diversion case in Miami-Dade County.
 - e) MDCAV will provide support and referral services for a minimum of 70 survivors of domestic violence where the survivor is involved the dependency process in Miami-Dade County.
 - f) MDCAV will provide consultation services to CPI unit staff in a minimum of 140 cases to help enhance survivor safety and hold perpetrators accountable.
 - g) MDCAV will provide dependency court accompaniment/advocacy services to a minimum of 20 survivors of domestic violence involved in the child welfare system.
 - h) MDCAV shall not release any participants' personal identifying information without informed, written consent through the use of a Release of Information form, required by the contract or as permitted by the exceptions to F.S. s. 39.908.
- 3) If MDCAV Executive Director allows the DVCW advocate to conduct home visits with child welfare staff, home visit policies and protocols must be created utilizing the Home Visit Policy previously developed by FCADV before any home visits are conducted.
 - 4) The MDCAV will meet with DCF and Community Based Care (CBC) management in Miami-Dade County to discuss successes, barriers to collaboration, and to develop strategies to resolve emerging issues with the CPI project throughout the project period. The MDCAV will submit a copy of their meeting agenda and sign-in sheets to DVP along with their CPI Project monthly report.
 - 5) The MDCAV Executive Director will coordinate and conduct a minimum of three Leadership Team Meetings for the project. The Leadership Team will include, but not be limited to, the MDCAV Executive Director, Leadership from DCF and CBC(s), the State Attorney's Office, leadership from local law enforcement agencies, batterer intervention programs, DCF's Children's Legal Services, and community corrections (probation/parole). The MDCAV will submit copies of their meeting agendas and sign-in sheets to DVP with their CPI Project monthly report
 - 6) The MDCAV will conduct a minimum of three onsite trainings for local child welfare partners and center advocates on topics including, but not limited to, the dynamics of domestic violence, the intersection of domestic violence and child abuse, batterer accountability, and safety planning. The MDCAV will submit copies of their training agendas and sign-in sheets to DVP with its CPI Project monthly report.
 - 7) The MDCAV will attend a minimum of one training led by DCF in order to foster collaboration and enhance understanding of the child welfare system.

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- 8) The MDCAV will submit any support or educational group curricula for child welfare involved survivors, MOUs, referral forms, printed materials, and documents developed or modified to DVP for approval prior to implementation.
- 9) The MDCAV will submit CPI Project monthly reports which include information about progress to date on each of the deliverables herein. Reports shall include, but not be limited to, dates and attendance at meetings and court hearings, any documents that require DVP approval, challenges, and successes to meeting project deliverables.
- 10) The MDCAV will collect and report non-personally identifying aggregate data to DVP regarding project activities and services including, but not limited to: number of referrals received from child welfare agencies and followed up on by project staff; number of minor children involved in the child welfare referrals; number of children remaining in the care of the non-offending parent; number of non-offending parents that had children removed from their care; and number of project referrals received from non-child welfare agencies. DVP may require the collection of additional data related to outcome measurements after the execution of this contract. The MDCAV will maintain a log of project participants that includes, but is not limited to, the above listed data regarding each program participant.
- 11) Throughout the project period, The MDCAV will participate in all trainings, meetings, technical assistance visits, webinars, and conference calls as required by DVP.

POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PROVIDER NAME	Miami-Dade County through its Community Action and Human Services Department, Advocates for Victims, Safespace North and South	Contract # 20-2222-DVS
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Purpose: Section 2 CFR 200.331, OMB Uniform Grant Guidance and Section 215.97(5)(a), Florida Statutes, require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:

Federal Program 1	U.S. Department of Health and Human Services, Family Violence Prevention and Services/Grants for Battered Women's Shelters and Grants to States and Indian Tribes (FVPSA), CFDA 93.671	\$343,024.03
Federal Program 2	U.S. Department of Health and Human Services, Family Violence Prevention and Services/Grants for Battered Women's Shelters and Grants to States and Indian Tribes (FVPSA II-FYE 20), CFDA 93.671	\$124,973.62
Federal Program 3	U.S. Department of Health and Human Services, Family Violence Prevention and Services/Grants for Battered Women's Shelters and Grants to States and Indian Tribes (FVPSA II-FYE 20-TRANSPORTATION), CFDA 93.671	\$43,833.26
Federal Program 4	Department of Health and Human Services, Temporary Assistance for Needy Families (TANF), CFDA 93.558	\$507,801.63
TOTAL FEDERAL FUNDS AWARDED		\$1,019,632.54

Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in 2 CFR 200.331, OMB Uniform Grant Guidance: Compliance Supplement at www.whitehouse.gov/omb/circulars

II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:

A. MATCHING FUNDS FOR FEDERAL PROGRAMS:

Federal Program 1	Department of Health and Human Services, Family Violence Prevention and Services/Grants for Battered Women's Shelters and Grants to States and Indian Tribes (FVPSA), CFDA 93.671	\$85,756.01
Federal Program 2	Department of Health and Human Services, Family Violence Prevention and Services/Grants for Battered Women's Shelters and Grants to States and Indian Tribes (FVPSA II-FYE 20), CFDA 93.671	\$31,243.41
Federal Program 3	Department of Health and Human Services, Family Violence Prevention and Services/Grants for Battered Women's Shelters and Grants to States and Indian Tribes (FVPSA II-FYE 20-TRANSPORTATION), CFDA 93.671	\$10,958.32
TOTAL FEDERAL FUNDS AWARDED		\$127,957.74

State funds reported above may include maintenance of effort funding. This occurs when a CFDA is associated with state funds used to meet federal maintenance of effort requirements.

B. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project	State of Florida, Florida Department of Children and Families Domestic Violence Trust Fund (DVTF)	\$289,454.20
State Project	State of Florida, Florida Department of Children and Families Domestic Violence Trust Fund (DVTF-PPE)	\$18,333.33
State Project	State of Florida, Florida Department of Children and Families General Revenue (GR)	\$467,730.81
TOTAL STATE FUNDS AWARDED		\$775,518.34

Specific compliance requirements for State financial assistance awarded pursuant to this agreement can be in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at: < <http://apps.fldfs.com/fsaa/>>. Compliance requirements applicable to these funds can be found in the contract.

FLORIDA COALITION AGAINST DOMESTIC VIOLENCE

THIS CONTRACT is entered into between the **Florida Coalition Against Domestic Violence**, hereinafter referred to as the "FCADV" and **Miami-Dade County through its Community Action and Human Services Department, Advocates for Victims, Safespace North and South**, 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 **August 1, 2019**. It shall end at midnight, Eastern Standard time, on **June 30, 2020**, 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 for services provided prior to 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 **\$1,923,108.62**, 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) **\$289,454.20** ✓
- (b) Family Violence Prevention and Services Act (FVPSA) **\$343,024.03** ✓
- (c) Family Violence Prevention and Services Act (FVPSA II-FYE20) **\$124,973.62** ✓
- (d) Temporary Assistance for Needy Families (TANF) **\$507,801.63** ✓
- (e) Primary Prevention (PPE) **\$18,333.33** ✓
- (f) General Revenue (GR) **\$595,688.55** ✓
- (g) Family Violence Prevention and Services Act (FVPSA II-FYE20-TRANS) **\$43,833.26** ✓

1 Miami-Dade County through its Community Action and Human Services Department, Advocates for Victims, Safespace North and South

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 \$96,484.73 ✓
- (b) Federal Family Violence Prevention and Services Act (FVPSA) match is required in the amount of \$85,756.01 ✓
- (c) Federal Family Violence Prevention and Services Act (FVPSA II-FYE20) match is required in the amount of \$31,243.41 ✓
- (d) Primary Prevention (PPE DVTF) match is required in the amount of \$6,111.11 ✓
- (e) Family Violence Prevention and Services Act (FVPSA II-FYE20-TRANS) \$10,958.32 ✓

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; (5) providing domestic violence primary prevention services targeted to youth through the implementation plan for prevention, which is approved by the FCADV; and, (6) increasing the resources, services, and advocacy available to survivors of domestic violence that haven an open child abuse investigation, diversion case or are involved in the dependency process and are the nonoffending parent.

8. Definition of Terms

a. Contract Terms

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

b. Program or Service Specific Terms

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

c. Service Definitions

Service Definitions used in this document can be found in the *FCADV Glossary of Service Definitions*, Exhibit Y, which is herein incorporated by reference.

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 information identifying the location of domestic violence emergency shelters and center participants as provided in

2 Miami-Dade County through its Community Action and Human Services Department, Advocates for Victims, Safespace North and South

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 understand their obligation to comply with Section 39.908 F.S.
- c. **FCADV Fiscal Guide**
The FCADV Fiscal Guide is incorporated herein by reference.
 - d. **FCADV Contract Monitoring Frequently Asked Questions (FAQs) Document**
The FCADV FAQs are incorporated herein by reference.
 - e. **FCADV Administrative Standards**
The FCADV Administrative Standards are incorporated herein by reference.
 - f. **FCADV Program Standards**
The FCADV Program Standards are incorporated herein by reference.

10. Service Provision

a. Individuals to be Served

i. General Description

Clients to be served are survivors of domestic violence, dating violence, sexual assault in context of domestic violence, and 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. This grant program also creates a unique opportunity for the Provider's domestic violence program to collaborate with local child welfare agencies to provide consultation to child welfare staff and increase the resources, services, and advocacy available to survivors of domestic violence that are involved in an open child abuse investigation, diversion case or the dependency process.

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 herein incorporated by reference. The Provider shall make the TANF Eligibility Form available in Creole, 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. The FCADV has final determination in any dispute over individual eligibility.

iv. Persons with Limited English Proficiency

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

b. Services to be Provided

i. 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.

iii. Prevention and CPI Services

The Provider shall provide services in accordance with the requirements of ss 39.901 through 39.908, Florida Statutes, all applicable federal, state and local laws and regulations, and this contract's provisions. The Provider's proposed deliverables must be approved by the FCADV's designated contract manager. Documents reflecting the approved deliverables shall be signed by the FCADV program manager and a designated representative of the Provider and shall be maintained in both parties' contract files. Notwithstanding anything to the contrary in this contract, the deliverables document (Exhibit X) may be changed provided that any revised version of the deliverables document, (Exhibit X) is signed by the designated representatives of the Provider and the FCADV. The deliverables document (Exhibit X) shall be binding on both parties and any changes made as provided in this provision shall be effective as if they were an amendment to this contract.

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. CPI services shall be limited to survivors of domestic violence residing in the Provider's service area and who have an open child abuse investigation, diversion case or are involved in the dependency process and are the nonoffending parent.

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 which may include, but not be limited to focus groups, surveys, or observations shall have prior written approval from FCADV. The FCADV shall safeguard the rights and welfare of human subjects in research by ensuring that all human subject research receives appropriate approval as outlined in CFOP 215-8.

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 Provider. Records are for the retention period specified in Section 12.1. of this contract and are to include those items identified in the FCADV Program Standards Rule 65H-1.014, Florida Administrative Code.

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

The Provider shall comply with the following information security requirements whenever the Provider has access to Department information systems or confidential Department information in electronic form:

1. The Provider shall maintain an appropriate level of information security for Department information systems or confidential Department information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all individuals that request or have access, through the Provider's access to Department information systems or confidential Department information. The Provider will ensure that user access to Department information systems or confidential Department information is removed immediately from all terminated employees and from all individuals upon access no longer being required for the Provider's performance of this contract.

2. The Provider agrees to notify the FCADV's Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or confidential Department information.
 3. The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the FCADV to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to confidential Department information.
 4. The Provider shall provide a customized, center-specific data security training to all staff and direct service volunteers 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 individuals who request or have access, through the Provider's access, to Department information systems or any confidential Department information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the FCADV's Contract Manager. The Provider shall also comply with the following to the extent that it has access to Department information systems or any confidential Department information in providing services under this contract:
 - a) The Provider shall provide the latest Departmental security awareness training to all individuals who request or have access, through the Provider's access, to Department information systems or any confidential Department information.
 - b) The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or confidential Department information. Confidential Department information systems and network capable devices shall be encrypted per CFOP 50-2.
- 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 the FCADV in writing at least thirty (30) calendar days prior to changing the permanent location of service provision. If the Provider wishes to change the service location, close a service location, or open additional service locations during an existing certification period, the Provider shall submit to the FCADV contract manager the requested changes on the FCADV Provider Contact Information Form, (Exhibit B), incorporated by reference.
 - 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

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.

d. Coordination with Other Providers/Entities

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

12. Administrative Requirements

a. 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 Provider must submit the privilege registration application to the 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 notify FCADV within 30 days of the employee's beginning employment or start date of volunteer service so that the FCADV can update the privilege database. The Provider shall utilize the FCADV's Core Competency Curriculum, or such other curriculum submitted by the Provider to the FCADV and expressly approved by the FCADV in writing, for twenty-four (24) of the required hours of training. Only the 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 the FCADV approval of its own curriculum.

b. Shelter Operations

- i. The Provider must have sufficient staffing at all times to provide services and help ensure the safety of participants and staff. As the number of beds increase the Center must adjust its staffing to accommodate for the increased demand. At all times, the Provider, and not FCADV, remains responsible for ensuring that the Provider is appropriately staffed.

The Provider must have minimum staffing as reflected in the chart below:

Number of beds per shelter*	Number of staff required	Days/hours required staff must be on site at shelter
20 or fewer	1	24 Hrs., 7 days per week
21 - 49	2	8:00 a.m. - 11:00 p.m., 7 days per week. At least 1 staff member must be on site from 11:00 p.m. - 8:00 a.m.
50 - 99	2	24 Hrs., 7 days per week
100 +	3	24 Hrs., 7 days per week

*This chart represents minimum staffing requirements per shelter. Shelter beds may NOT be combined from multiple shelters to determine minimum staffing requirements.

1. If the Provider currently has staffing that exceeds the numbers in the above chart, it should not reduce staffing based on this provision. The above chart represents suggested staffing patterns based on evidence-based research and by no means suggests, or represents, staffing that is adequate for each individual Provider to perform the required services and ensure the safety of its participants and staff. As noted above, each Provider is responsible

for having sufficient staffing based on the individual circumstances and needs of the Provider and its participants at all times, which may require staffing in excess of that in the chart set forth above.

- ii. The Provider is required to participate in the FCADV Bed Space Project which requires the Provider to share the number of available beds with the Florida Domestic Violence Hotline on a daily basis. FCADV will contact the center each day to obtain this information.
- iii. The Provider is required to share information about the Florida Domestic Violence Legal Hotline with the Provider's program participants.

c. Provider Responsibilities Related to Board of Directors

- i. The Provider shall ensure that its Board Chair participates in the Mandatory Board Chair Conference Call with the FCADV which will be held prior to March 31, 2020; the date and time will be designated by the FCADV.
- ii. The Provider shall ensure that the Board Chair contacts the FCADV's CEO within 48 hours of being notified of a current or upcoming vacancy in the Executive Director/CEO position as defined by Rule 65H-1.013, Florida Administrative Code. All Interim Executive Director/CEO placements must be approved by the FCADV prior to an offer of employment to an interim Executive Director/CEO.
- iii. The Provider shall ensure that its Board of Directors work with the FCADV on the planning, recruitment, vetting and orientation of any new CEO/Executive Director.
- iv. The Board of Directors shall work with FCADV in reviewing and amending or creating any succession planning or other transition related documents or policies.
- v. The Provider shall notify the FCADV Contract Manager in writing, of any changes to its Board President, Vice-President, Treasurer, and Secretary, along with contact information for each, 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 herein by reference, and an updated Board roster.
- vi. Board training provided by the FCADV must be conducted at a minimum of once every three years or when 40% of the Board of Directors is comprised of new members since the last board training provided by FCADV was conducted.

d. Zero Tolerance

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

e. 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; and will ensure that all existing employees and direct service volunteers are trained 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 during this contract term. All new employees and direct service volunteers shall complete the above training within 60 days of hire or volunteer assignment, and annually within each state fiscal year thereafter.

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f. Policies and Procedures

The provider shall maintain policies and procedures, and implement them as outlined in Chapter 65H-1, Florida Administrative Code, and the FCADV Administrative and Program Standards, which are incorporated herein by reference.

g. Release of Confidential Information Form

The Provider shall use the FCADV's approved Release of Confidential Information Form herein incorporated as Exhibit U for the release of confidential participant information. If the Provider prefers to use a substantially similar Release of Confidential Information Form, the alternate form must be submitted to the FCADV contract manager for approval prior to its use.

h. 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) service start date;
- b) employment application and/or résumé;
- c) reference checks;
- d) signed and dated acknowledgement indicating that the employee read and understood the Center policies and procedures relevant to their position pursuant to 65 H-1.013 (within 60 days of hire);
- e) signed and dated acknowledgement for receipt of employee handbook (within 60 days of hire);
- f) signed and dated confidentiality statement (within 60 days of hire);
- g) signed and dated drug-free workplace statement (within 60 days of hire);
- h) signed and dated position description, which specifies the position responsibilities and qualifications;
- i) copies of signed and dated annual performance evaluations;
- j) documentation of valid driver's license for staff that transport participants;
- k) proof of education and/or credentials as required;
- l) W-4 information;
- m) documentation of advocate-victim privilege certification;
- n) *"Serving Our Customers who are Deaf or Hard-of-Hearing"* certificates of completion;
- o) signed and dated *"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>;
- p) if 15 or more employees agency-wide, a signed and dated attestation that employee is familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. (The DCF attestation form referenced in (o), will serve to fulfill the attestation requirements for both (o) and (p).)

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

- a) records of training received for each employee, delineating the date and hours of training received, to include, but not be limited to:
 - i. Data Security training (within 90 days of hire and annually within each state fiscal year thereafter);
 - ii. Anti-Bullying and Anti-Harassment training (within 60 days of hire and annually within each state fiscal year thereafter);
 - iii. Emergency Management Plan training (within 90 days of hire and annually within each state fiscal year thereafter);
 - iv. Universal Precautions training (within 90 days of hire and annually within each state fiscal year thereafter); and,
 - v. 16 hours of in-service training;

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- b) timesheets and/or activity reports for employees;
- c) Department of Homeland Security Form I-9;
- d) documentation of employment eligibility using E-Verify, in accordance with Section 12.i. below;
- e) documentation of Core Competency training, if applicable.

i. Employment Eligibility Verification

i. Definitions

As used in this clause—

“Employee assigned to the contract” means all persons employed during the contract term by the Provider to perform work pursuant to this contract within the United States and its territories, and all persons assigned by the Provider to perform work pursuant to the contract with the FCADV.

ii. Enrollment and verification requirements

The Provider shall enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned by the Provider during the contract term to perform work pursuant to this contract within the United States and its territories.

- 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.

j. 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) Direct-service start date;
 - b) signed and dated position description, which specifies the position responsibilities and qualifications;
 - c) documentation of valid driver’s license for volunteers that transport participants;
 - d) documentation of advocate-victim privilege certification;
 - e) signed and dated acknowledgement indicating that the volunteer read and understood the Center policies and procedures relevant to their volunteer duties pursuant to 65H-1.013 (within 60 days of direct-service start date); and
 - f) signed and dated confidentiality statement (within 60 days of direct-service start date);
 - g) signed and dated drug-free workplace statement (within 60 days of direct-service start date).
- 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:
 - i. Data Security training (within 90 days of direct-service start date and annually within each state fiscal year thereafter);
 - ii. Anti-Bullying and Anti-Harassment training (within 60 days of direct-service start date and annually within each state fiscal year thereafter);
 - iii. Emergency Management Plan training (within 90 days of direct-service start date and annually within each state fiscal year thereafter); and,
 - iv. 16 hours of in-service training;
- b) timesheets and/or activity reports for volunteers;
- c) documentation of Core Competency training, if applicable.

k. Sufficiency of Records

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

l. 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 12.1.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 2 CFR § 200.336, 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; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

- 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.

m. 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.

n. 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 10, 2020, the Provider shall submit a complete inventory of all such property to the FCADV whether new purchases have been made or not.
- iv. The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost. The FCADV's Contract Manager shall provide disposition instructions to the Provider prior to the end of the contract period. The provider cannot dispose of any property that reverts to the Department through the FCADV without the Contract Manager's approval.

- v. The Provider hereby agrees that all inventories required by this contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the provider and the FCADV, with the further agreement of the Department and shall be used in place of the original acquisition cost.
 - vi. Title (ownership) to and possession of all property purchased by the Provider pursuant to this contract shall be vested in the Department upon completion or termination of this contract, except to the extent that the FCADV authorizes disposal of such property. During the term of this contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the FCADV for remittance to the Department the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this contract. When property transfers from the Provider to the Department, the provider shall be responsible for paying for the title transfer.
 - vii. If the Provider replaces or disposes of property purchased by the provider pursuant to this contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the provider's annual inventory.
- o. Information Technology Resources**
- The Provider must receive written approval from the FCADV prior to purchasing any information technology resource or service with contract funds. The Provider agrees to secure prior written approval by means of an Information Resource Request (IRR) form, Exhibit I, before the purchase of any information technology resource or service. The Provider will not be reimbursed for any information technology resource or service purchases made prior to obtaining the FCADV's written approval. The Provider agrees to remove any sensitive and confidential data in accordance with CFOP 50-2 prior to disposing of information technology resources, including receiving prior approval from the FCADV contract manager through submission of the Property Disposition Form, Exhibit K.
- p. Osnium WS Software**
- The 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 as stipulated on the invoice by submitting payment to the FCADV by August 1, 2019, designating "Osnium" the payee on the check. Provider is required to use Osnium WS as its database case management system. All Florida Domestic Violence Services Reports shall be submitted using data from the Osnium WS system. The Provider agrees to comply with all terms and conditions of any license granted by the 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 the 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.
- q. 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.

r. 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.

s. Insurance

i. Liability Insurance

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

ii. Bond Insurance

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

t. 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.

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

iv. Budget Amendments

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

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 receipt and expenditure of the required amount of cash or in-kind match monthly. By December 31, the Provider shall have met the required match amount for the first five months of the contract based on actual spending by funding source. For each month thereafter, the provider shall submit match based on actual expenditures by funding source. Supporting documentation shall detail cash or in-kind contributions. Federal dollars are not allowable as match for state funds or federal funds. By June 30 each year, the required total match amount for the state fiscal year shall be expended.
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 the 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 2 CFR Sections 200.500-200.521. In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Sections 200.500-200.521. The recipient agrees to provide a copy of the single audit to the FCADV contract manager. In the event the recipient expends less than \$750,000 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 2 CFR Sections 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Sections 200.500-200.521, 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 2 CFR Section 200.508. 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 \$750,000 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

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copy of the single audit to the FCADV contract manager. In the event the recipient expends less than \$750,000 in state financial assistance 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 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 and FCADV, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General. The schedule of expenditures should disclose the expenditures by contract number for each contract with the FCADV or Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the FCADV or the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

3. Additional Report Submission:

Copies of the reporting packages for audits conducted in accordance with 2 CFR Sections 200.500-200.521, and required by this agreement shall be submitted, when required by Section 200.512 (d), 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 2 CFR Section 200.512. 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
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
Email address: flaudgen_localgovt@aud.state.fl.us

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 by the submission of an updated Provider Contact Information Form, (Exhibit B), incorporated herein by reference when any position listed on the Provider Contact Information Form is vacated or if the employee assigned to the Executive Director, Program Director or Fiscal Director position is unable to fulfill their duties and responsibilities due to an extended absence of greater than two weeks. The notification shall identify the person(s) assuming the responsibilities of the vacant position. When the vacant position is

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filled, the Provider shall notify the FCADV within five (5) business days of the change by the submission of an updated Provider Contact Information Form, (Exhibit B), incorporated herein by reference. Documentation of credentials required by Rule 65H-1.013, Florida Administrative Code, and the CPI Advocate job descriptions, shall be submitted along with any updated Provider Contact Information Form. As required Chapter 65H-1, Florida Administrative Code, the Executive Director, Program Director, and Fiscal Director positions must be filled by three different people each meeting the applicable requirements of Rule 65H-1.013(8)(a), Florida Administrative Code. 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. Incident Reporting

- i. The Provider 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.

The provider is required to document all incidents, as specified in the FCADV's Incident Reporting Procedure, which is incorporated herein by reference.

- ii. 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 the FCADV will be the responsibility of the Contract Manager.
- iii. Incidents that involve the death of a participant or dependent, 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 or result in an inquiry from the Legislature or the Office of the Governor shall be reported immediately, within five (5) hours to the FCADV as stated in the Incident Reporting Procedure incorporated herein by reference.

d. Legal Actions

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

e. Mandatory Reporting Requirements

The Provider must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows:

- i. A reportable incident is defined in CFOP 180-4, which can be obtained from the contract manager.
- ii. To the extent services are provided to clients under this contract, reportable incidents that may involve an immediate or impending impact on the health and safety of a client shall be reported pursuant to subsection 13.c of this contract.
- iii. Other reportable incident shall be reported to the Department's Office of Inspector General through the internet at [http://www.dcf.state.fl.us/admin/ig/rp\[fraud\]1.shtml](http://www.dcf.state.fl.us/admin/ig/rp[fraud]1.shtml) or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myfamilies.com. The provider

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may also mail the completed form to the Office of the Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

14. Service Units

a. Definition

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

b. Reports

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

Report Title	Frequency	Due Date(s)	Submission Requirements	Submission Method
Provider Contact Information Form (Exhibit B)	As necessary	Within 5 business days of any change of information listed on the Provider Contact Information Form with the exception of contact changes (i.e., email, mailing address, phone number, etc.) for any position listed on the Provider Contact Information Form which is due within 48 hours of change	Electronic copy in Word format as part of a <u>ZIP file</u>	Track-It! - Type: Contract Monthly Reporting
Key Management Staff Credentials	As necessary	Attached to Provider Contact Information Form within 5 business days of position being filled	Electronic copy as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Monthly Invoice (Exhibit C)	Monthly	10 th day of the month for the previous month's activities, regardless of whether or not any fiscal activity occurred (\$0.00 invoice)	Electronic signed copy in PDF format as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Monthly Invoice Cost Reimbursement Transportation Needs Including full and complete supporting documentation (including but not limited to: coded vendor invoice, receipt)	Monthly	20 th day of the month for the previous month's activities	Electronic signed copy in PDF format as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting

detail, and proof of cancelled check)				
Monthly Florida Domestic Violence Services Report (Exhibit D)	Monthly	10 th day of the month for the previous month's activities	Exported from Osnium WS in Excel format	Email to: FloridaReport@fcadv.org
Updated Monthly Florida Domestic Violence Services Reports (Exhibit D)	As necessary	As necessary	Exported from Osnium WS in Excel format	Email to: FloridaReport@fcadv.org
DVS Quarterly Program Status Report (Exhibit E)	Quarterly	10 th day of the month following the end of each quarter	Electronic copy as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
CPI Monthly Program Status Report (Exhibit E)	Quarterly	10 th day of the month for the previous month's activities	Electronic copy as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Quarterly Inventory Report (Exhibit F)	Quarterly	10 th day of the month following the end of each of the first three quarters	Electronic copy as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Final Inventory Report (Exhibit F)	Annually	July 10, 2020, inclusive of all quarters	Electronic copy as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Monthly Financial Report (Exhibit G)	Monthly	10 th day of the month for the previous month's activities	Electronic copy in Excel format as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
FVPSA Quarterly Performance Progress Report	Quarterly	10 th day of the month following the end of each quarter	Electronic copy as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
FVPSA Annual Report (Exhibit H)	Annually	October 10, 2019	Electronic copy in Word format; report should cover the period of October 1, 2018 through September 30, 2019 as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Information Resource Request (IRR) (Exhibit I)	As necessary	As necessary	Electronic copy as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Property Disposition Form (Exhibit K)	As necessary	As necessary	Electronic signed copy in PDF format	Track-It! - Type: Contract Monthly Reporting
Release of Confidential Form (Exhibit U)	As necessary	As necessary	Electronic copy in PDF format	Track-It! - Type: Contract Monthly Reporting
Profit & Loss Statement by fund from Center Accounting System	Monthly	10 th day of the month for the previous month's activities	Electronic copy in PDF format as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Bank Statements	As required	As required with monthly invoice and/or full and complete back-up documentation	Electronic copy as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Auxiliary Aid Service Record Monthly Summary (HHS) Report (Exhibit KK)	Monthly	3 rd business day of the following month	Electronic copy	Email to: HHSReport@fcadv.org

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Capital Improvement Needs Assessment Survey	Annually	August 30, 2019	Via survey link provided	Survey Monkey
Financial External Audit, including Management Letter or Other Information	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. External Audit is required to be submitted regardless if paid in whole or in part with a FCADV administered funding source or with a non-FCADV administered funding source.	Electronic copy in PDF format as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Completed Funding Application Including Budget for FY 2020-2021	Annually	TBD	Electronic copy as required as part of a ZIP file	Track-It! - Type: Funding Application
Certificates of Liability and Bond Insurance	Annually	Upon renewal	Electronic copy in PDF format as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Annual Fire Safety Inspection/Reinspection	Annually	Within 10 days of receipt of inspection and/or reinspection report	Electronic copy in PDF format	Email to: Contract_monitor@fcadv.org
Annual Sanitation Inspection/Reinspection	Annually	Within 10 days of receipt of inspection and/or reinspection report	Electronic copy in PDF format	Email to: Contract_monitor@fcadv.org
Incident Reports	As necessary	As soon as practicable 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 to: IncidentReporting@fcadv.org
Primary Prevention Back-up Information	As required	As required by contract	Electronic copy as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting Sub Type: Primary Prevention Back-up
Fiscal Detail Worksheet (Attachment I)	As required with submission of full and complete backup	20 th of the month following the requested month(s) of Full & Complete submission	Electronic copy in Excel as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting

Fiscal Back-up Documentation	As requested by the FCADV for designated month(s)	20 th of the month following the requested month(s) of Full & Complete submission	Electronic copy in PDF format as part of a ZIP file	Track-It! - Type: Contract Monthly Reporting
Budget Amendments Form (Attachment II)	As required	TBD	Electronic copy in Excel format	Track-It! - Type: Contract Monthly Reporting
Pre-Monitoring Documentation	Annually	As listed on Request for Documents	Electronic submission in Word, Excel and PDF format (see Request for Documents)	Track-It! - Type: Monitoring Documents
Monitoring Corrective Action Plan (MCAP)	As necessary	Within 10 business days of receipt of monitoring report	Signed and dated copy in PDF format	Track-It! - Type: Monitoring Documents

c. Deliverable/Services Amendments

All Domestic Violence Core services, Primary Prevention and CPI deliverables referenced in section 10.b. must be performed within the required time frame. Any request to amend deliverables or time frames must be submitted in writing to the FCADV contract manager designated for this contract. Deliverables will be amended upon written approval by FCADV.

d. Programmatic Corrective Action

FCADV may issue a Programmatic Corrective Action to a Provider when the FCADV determines that deliverables or time frames have not been met or are at risk of not being met. Providers that have deliverables that are not completed timely or are unmet, in whole or in part, may be subject to penalties including but not limited to amendment to or termination of contract and at the end of the contract period may be subject to financial penalties as referenced in Section 21 including a financial penalty up to 10% of the total contract award.

15. Payment

a. Payment Chart

The FCADV will make payments to the Provider for the provision of services up to the maximum number or units of service and at the rates listed below: subject to the provisions of Sections 15.c., 15.e., 15.h., and 15.i.:

Service Unit	Unit Price	Maximum # of Units
Core Domestic Violence Services		
Month of Domestic Violence Services with submission of reports pursuant to Section 14.b. of this contract.	GR: \$54,153.50 DVTF: \$26,314.02 FVPSA: \$31,184.00 FVPSA II-FYE20: \$11,361.24 TANF: \$46,163.78 Total Unit: \$169,176.54	10
Month of Domestic Violence Services with submission of reports pursuant to Section 14.b. of this contract.	GR: \$54,153.55 DVTF: \$26,314.00 FVPSA: \$31,184.03 FVPSA II-FYE20: \$11,361.22 TANF: \$46,163.83 Total Unit: \$169,176.63	1
TOTAL CORE DV SERVICES		\$1,860,942.03
Primary Prevention Services		
Upon completion of required deliverable(s)	Per Primary Prevention Deliverables	TBD
TOTAL PRIMARY PREVENTION SERVICES		\$18,333.33
Transportation Services		
Month of Transportation Services with submission of reports pursuant to Section 14.b. of this contract.	Cost Reimbursement	11
TOTAL TRANSPORTATION SERVICES		\$43,833.26
TOTAL CONTRACT		\$1,923,108.62

b. Invoice Approval Process

The FCADV's Contract Manager will have fifteen (15) business days from the date an invoice is due to inspect and approve any invoice which is accurate and complete at the time of submission. Invoices that are not timely submitted will be reviewed within 30 calendar days of receipt. Failure to timely submit an accurate and complete invoice may result in a delay in the review by the FCADV's Contract Manager of one or more subsequent invoices because the Provider's invoices are processed sequentially. It is agreed that the FCADV's determination of acceptable service and work products shall be conclusive. Payment shall be made within forty (40) days from the FCADV's approval of an accurate and complete invoice and accompanying documents as required by Section 14.b.

c. Cash Management

The Department of Justice requires adequate cash management including procedures for minimizing the time between the transfer of funds and disbursement of funds by sub-recipients. The FCADV will reconcile actual expenses against payments received by the Provider and, in the FCADV's sole discretion, may delay or reduce further payments if the Provider has received payments under this contract that exceed actual expenses by more than one twelfth (1/12) of the contract value. The FCADV may also delay or reduce payments upon agreement of the parties. This provision relates only to timing of payment in relation to actual expenditures from contract funds. The Provider will be paid for all approved deliverables provided pursuant to the provisions of this contract.

d. 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. If Provider fails to timely submit to FCADV any monthly invoices and associated monthly reports for the first three (3) months of the contract period, FCADV may terminate the contract upon 24 hours' notice to the Provider notwithstanding anything to the contrary in pursuant to Section 22 of this contract.

e. Changes in Contract Payment Methodology

Notwithstanding anything herein to the contrary, the FCADV may, convert the payment methodology of this contract to cost reimbursement due to the Provider's unsatisfactory fiscal, program or contract management as determined by the FCADV in its sole discretion. The FCADV shall notify the Provider prior to converting the contract to cost reimbursement. If converted, the Provider shall reconcile year-to-date expenditures and shall submit supporting documentation for all expenditures to date prior to any pending or future invoices being paid. Any overpayments shall be returned to FCADV as described in Section 15.h. herein.

f. Supporting Documentation

- i. Expenditures shall meet the applicable 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.

g. Invoicing

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

h. 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.

i. Unspent Funds

Overpayments that must be returned under Section 15.h. above include payments received by the Provider under this contract that are not expended in accordance with the contract during the contract term and any unused funds, accrued interest earned, and any unmatched funds. The FCADV shall assess the Provider's rate of spending as of the end of February and reserves the right, in its discretion, to de-obligate funds awarded to the Provider under this contract, and to unilaterally amend the contract to reduce the contract and payment amounts accordingly, in the event that the FCADV reasonably believes that the entire contract amount is not likely to be expended by the Provider during the contract term. The FCADV shall have the right to reallocate or use any funds de-obligated pursuant to this Section 15.i. as authorized by law.

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., the FCADV Administrative and Program Standards, the FCADV Fiscal Guide, and the FCADV Contract Monitoring FAQs, as well as the requirements of this contract.

- a. The FCADV shall monitor the Provider in accordance with existing the FCADV procedures. The monitoring shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.
- b. By entering into this agreement, the Provider agrees to comply and cooperate with any monitoring and corrective action procedures deemed appropriate by the FCADV. In the event the FCADV determines that management review or a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by FCADV regarding such management review or audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FCADV or the FCADV's Allocation and Grant Oversight Committee, the Department, the State of Florida's Chief Financial Officer, or the Florida Auditor General.
- c. To conduct evaluations, the FCADV shall have access to a Provider, its location, hard copy and electronic records relevant to the operation of said Provider, hard copy and electronic records of participants served, and any other information necessary for evaluation of compliance.
- d. The Provider shall permit all persons who are duly authorized by the FCADV or the Department to inspect and copy any hard copy and electronic records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract or the operation of the Agency, and to interview any clients, employees, and volunteers, 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 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.
- g. Within 60 days after the evaluation, the FCADV will issue a written report to the Provider indicating whether or not compliance has been met. A monitoring report shall be issued for each review with corrective action, as necessary. The Provider agrees to submit to the FCADV a corrective action plan within 10 business days of receipt of the written report.

The corrective action plan is subject to approval by the FCADV. In no event shall the corrective action period to correct deficiencies on non-budget related items exceed 90 calendar days from the date of the FCADV's approval of the corrective action plan unless there are circumstances beyond the Provider's reasonable controls such as manmade or natural disasters, local zoning ordinances, or permitting processes. Corrective action items which involve budget items shall be corrected within 90 calendar days from the date of the approval of the corrective action plan or by the last business day in June, whichever comes first, unless an extension is granted by the FCADV. The FCADV will determine if the corrective action has been implemented and/or completed.

- h. Providers that receive repeat findings may be subject to financial penalties as referenced in Section 21, including a financial penalty up to 10% of the total contract award.
- i. 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.
- j. 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, or partners, 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, or partners, alleged to be caused in whole or in part by Provider, its agents, employees, or partners, 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, or agents 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.

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- 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, or partners.

18. State and Federal Laws/Authority

In performing its obligations under this Contract, the Provider shall comply with all applicable State and Federal laws and rules and the specific requirements of any Children and Families Operating Procedures (CFOPs) to the extent such requirements are expressly referenced in this contract. If the FCADV notifies the Provider in writing of a court or administrative order, judgment, settlement or compliance agreement involving the Department or FCADV which by its nature affects the services provided under this contract, the Provider shall comply with such order, judgment or agreement following receipt of such notification from the FCADV.

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), 2 CFR Part 200, 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 (2 CFR, Part 1500). 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, 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 Certifications Form, Exhibit A. All disclosure forms as required by the Certifications 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, 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,

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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, 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 Department, if required to maintain one; otherwise, it will provide a certification to the OCR, Office of Justice Programs and the Department 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, 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 certifies either that; (1) with respect to its services under this contract, it is not a “covered entity” or “business associate” subject to the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d through d-9, Public Law 104-191), as those terms are defined in 45 C.F.R. § 160.103; or (2) it will comply where applicable 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 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 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.

g. Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

h. State Policies

The Provider shall comply with provisions of the Department of Financial Services’ Reference Guide for State Expenditures that are applicable to a private entity with a contract containing state funds.

19. Special Provisions

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

- i. The Provider, 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 CFOP 60-10, Chapter 4, entitled “Auxiliary Aids and Services for Persons who are Deaf or Hard-of-Hearing.”
- ii. If the Provider 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.
- iii. 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 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 (vii) below.)

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- iv. The Provider's Single-Point-of-Contact will ensure that the following three (3) notices are conspicuously posted near where people enter or are admitted within the agent locations: Interpreter Services for the Deaf and Hard of Hearing poster; DCF Non-Discrimination poster; and Limited English Proficiency poster. Such notices must be posted immediately by providers. The approved notices can be downloaded from: <http://www.myflfamilies.com/general-information/office-civil-rights>.
- v. The Provider shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall submit compliance reports monthly, by the 3rd business day following the reporting month, to the FCADV's grant or contract manager. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
- vi. 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.
- vii. All direct service employees of the Provider 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 (iii) above.)

b. Independent Capacity of the Contractor

In performing its obligations under this contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the FCADV or the Department. Neither the Provider nor its agents, employees, shall represent to others that it has the authority to bind the FCADV or the Department unless specifically authorized in writing to do so. This contract does not create any right to retirement, leave benefits or any other benefits of the FCADV or Department employees as a result of performing the duties or obligations of this contract. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider, 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 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.

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

e. Dispute Resolution

- i. When a dispute arises under this contract, the Provider shall submit a written request for dispute resolution to the FCADV pursuant to the notice provisions in Section 13.a. of this contract. Any dispute concerning the performance of the contract (except relating to monitoring findings) or payment hereunder shall be decided by the FCADV Director of Contracts and Grants Administration. Any dispute concerning monitoring findings shall be decided by the FCADV Director of Quality Assurance. The individual responsible for rendering the decision shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final unless within ten business days from the date of receipt of the FCADV decision, the Provider delivers to the FCADV Allocation and Grants Oversight Committee a petition for an appeal hearing.
- ii. Timely delivery of a petition for an appeal hearing and completion of the process shall be a condition precedent to any legal action by the Provider concerning this contract.
- 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

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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 the FCADV without a contract amendment when necessary to reflect changes in the rate of payment or a reduction in the dollar amount of payment under the FCADV contract with the Department pursuant to which the FCADV receives funding for this contract. Notwithstanding anything herein to the contrary, the FCADV may unilaterally amend this contract to de-obligate funds as provided in Section 15.i.

21. Financial Penalties

Financial penalties may be imposed by the FCADV if: the Provider fails to meet the minimum level of service or performance identified in this agreement; fails to submit a corrective action plan that is accepted by the FCADV; fails to correct, within the timeframe granted by the FCADV, the deficiencies noted in any corrective action plan approved by the FCADV under this contract or any prior contract or as identified in any monitoring activity; or receives repeat findings in an FCADV monitoring report. The financial penalties may include, but are not limited to, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, imposition of financial penalties of up to 10% of the total contract award, and termination of contract and requisition of services from an alternate source.

22. Termination

- a. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the Provider responsible for administration of the program.
- b. This contract shall terminate immediately upon termination or expiration of the FCADV contract with the Department pursuant to which the FCADV receives funding for this contract or upon amendment of the FCADV contract with the Department that adversely affects the funding provided by the FCADV to the Provider under this contract.
- c. In the event the Provider fails to fully comply with the terms and conditions of this contract, the FCADV may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the FCADV specifying the nature of the noncompliance and the actions required to cure such noncompliance. The FCADV's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The FCADV waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the FCADV's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with the FCADV will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the FCADV, (2) been notified by the FCADV of the unsatisfactory performance, and (3) failed to correct the unsatisfactory performance. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider.

23. Survival of Terms

The following provisions of this contract survive the "ending date" or an earlier termination of this contract: Section 9.b. (Section 39.908 F.S. Confidentiality of Client Information), Section 11.a.iv. (Information Security Obligations), Section 12.1. (Record Retention), Section 12.u.vii. (Audit Requirements), Section 13.d. (Legal Actions), Section 15.b. (Invoice Approval Process), Section 15.f. (Supporting Documentation), Section 15.g. (Invoicing), Section 15.h. (Return of Funds), Section 15.i. (Unspent Funds), Section 16 (Monitoring by the FCADV), Section 17 (Indemnification), Section 18 (State and Federal Laws/Authority), Section 19.c. (Gratuities), Section 19.d. (Patents, Copyrights and Royalties), Section 19.e. (Dispute Resolution), and Section 21 (Financial Penalties). In addition, the reporting and invoicing obligations by the Provider, and the payment obligations by the FCADV, for services provided by the Provider prior to expiration or termination shall survive the expiration or earlier termination of this contract.

24. List of Attachments and Exhibits (Note: Exhibits listed below are specific to this contract and may not include ALL FCADV exhibits)

Attachment I - Fiscal Detail Worksheet
Attachment II - Budget Amendment Form
Exhibit A – Certifications Form
Exhibit B – Provider Contact Information Form – DVS
Exhibit B - Provider Contact Information Form – CPI
Exhibit C – Monthly Invoice – DVS
Exhibit C – Monthly Invoice – CPI
Exhibit C – Monthly Invoice – Transportation Needs
Exhibit D – Monthly Florida Domestic Violence Services Report
Exhibit E – Quarterly Status Report - DVS
Exhibit E – Monthly Status Report - CPI
Exhibit F – Quarterly Inventory Report
Exhibit G – Monthly Financial Report - DVS
Exhibit G – Monthly Financial Report - CPI
Exhibit G – Monthly Financial Report - Transportation
Exhibit H – FVPSA Annual Report
Exhibit I – Information Resource Request Form
Exhibit K – Property Disposition Form
Exhibit S – FCADV Glossary of Contract Terms
Exhibit T – FCADV Glossary of Program Terms
Exhibit U – Release of Confidential Information Form
Exhibit X – Project Deliverables – Primary Prevention
Exhibit X – Project Deliverables – CPI
Exhibit Y - FCADV Glossary of Service Definitions
Exhibit II – Customer or Companion Request for or Waiver of Free Communication Assistance
Exhibit JJ - Customer Companion Communication Assessment Form Instructions
Exhibit KK – Auxiliary Aid Service Record Monthly Summary (HHS) Report

Contract No 20-2222-DVS

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

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A copy of this Agreement transmitted electronically or by facsimile with original, electronic or facsimile signatures thereon shall be effective as an original.

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

PROVIDER: Miami-Dade County through its
Community Action and Human Services Department,
Advocates for Victims, Safespace North and South

Signature: [Signature]
Name: MAURICE L. KEMP
Title: DEPUTY MAYOR
Date: MIAMI DADE CTY. FL
7/31/2019

FLORIDA COALITION AGAINST DOMESTIC VIOLENCE

Signature: [Signature]
Name: Tiffany Carr
Title: President/CEO
Date: 8/1/2019

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Services Department, Advocates for Victims, Safespace North and South